

## **JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of March, 2021, is made and entered into by and between the CITY OF LA HABRA, a municipal corporation, hereinafter referred to as the "CITY" and LA HABRA CITY SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

### **RECITALS**

WHEREAS, Title I of the Education Code of the State of California, Division 1, Part 7, Chapter 10, Sections 10900 through 10914.5 authorizes and empowers public school districts and municipalities to cooperate with each other and to that end enter into agreements with each other for the purpose of improving facilities, organizing, promoting and conducting programs of recreation and education for children and adults; and

WHEREAS, the execution of the Agreement is authorized pursuant to law as applicable to each of the parties hereto; and

WHEREAS, the DISTRICT is the owner of certain real properties, utilized by it to carry out its functions as a public school district; portions of which can be used for park and recreation facilities and uses; and

WHEREAS, the CITY is the owner of certain real properties, utilized by it to carry out its functions as a municipality, portions of which can be used for park and recreation facilities and uses; and

WHEREAS, it is in the public interest that the recreational facilities of public agencies be put to the fullest possible use; and

WHEREAS, the CITY and DISTRICT desire to establish a basis for the cooperative use of their respective facilities located within their respective boundaries so that said facilities will be put to the fullest use; and

WHEREAS, the governing bodies of both CITY and DISTRICT have heretofore found that the execution of the Agreement is necessary and in the public interest; and

WHEREAS, the CITY and DISTRICT desire to establish a basis for improvements of CITY/DISTRICT recreation and athletic facilities for potential expansion of program sites and programs.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT:**

The general purpose of the Agreement is to provide, by the joint participation of

the DISTRICT and CITY, for additional and better utilized public recreational services and facilities of all types.

## 2. TERM

The term of this Agreement shall be for ten (10) years from the Commencement date and, unless sooner terminated under any provision hereof, the Term shall end on the anniversary of the Commencement Date. Unless terminated by either Party as indicated herein, the Term may only be extended by a separate writing executed by both Parties.

## 3. USE OF FACILITIES

A. The term "recreational facilities" shall mean, for the purposes of this Agreement, any place, structure, area, or facility used for recreational purposes, whether or not it is used primarily for that purpose. The terms of this Agreement shall apply to all recreational facilities owned by the CITY and DISTRICT listed on Exhibit "A," a copy of which is attached hereto and incorporated. Changes to requests for facilities, dates, and approved users, described in Exhibit "A" may be changed by either party if provided in writing and approved by the DISTRICT and CITY.

B. For specific policy and procedures guidelines for application and use of facilities, refer to Exhibit "B," attached hereto and incorporated.

C. For specific field and playground use general conditions between CITY and DISTRICT, refer to Exhibit "C," attached hereto and incorporated.

D. CITY shall permit DISTRICT to use its recreational facilities, with necessary equipment required for community recreation purposes, without charge, as long as the use does not conflict with regular conduct of park, recreation, and community service activity. The first priority for use of CITY's facilities shall be activities sponsored in whole or in part by CITY; activities sponsored by DISTRICT shall have next priority.

E. DISTRICT shall permit CITY to use its fields/playgrounds/facilities with necessary equipment required for community recreation purposes, without charge, as long as the use does not conflict with regular conduct of school activities. The first priority for use of DISTRICT facilities shall be regular school programs, after-school programs and summer school. Activities sponsored by the CITY shall have next priority, in the following order: (1) CITY-sponsored and/or School-connected youth programs (e.g., Sports Camps); (2) other youth activities scheduled by CITY; (3) CITY-sponsored adult programs; and (4) other adult programs scheduled by the CITY.

## 4. SCHEDULING AND PROGRAM PLANNING

The Designees of the CITY and DISTRICT will meet in January and July of each year and as needed upon request by either party to ensure compliance with this Agreement.

A. Priorities: Meetings will be held from time to time to review the order of priority set forth in this Agreement and to assess the efficiency of the application process. The following order of use shall be utilized to determine priorities when two or more groups request the same facility/dates;

1) DISTRICT-Owned Facilities:

First Priority - School-Oriented Programs

Second Priority - City of La Habra Community Services Programs.

Third Priority - Activities promoted and sponsored by the residents, non-profit youth organizations whose membership consists of at least 82% (51% of La Habra residents plus 31% of those residents living in the greater La Habra area which includes the City of Brea portions of the La Habra City School DISTRICT or the La Habra Heights portions of Lowell Joint School District) persons employed in La Habra.

Fourth Priority - Residents, civic and related groups in La Habra that are non-profit.

2) CITY-Owned Facilities:

First Priority - City of La Habra Community Services Programs.

Second Priority - La Habra City School District – Oriented Programs

Third Priority - Activities promoted and sponsored by resident non-profit youth organizations whose membership consists of at least 51% La Habra residents.

Fourth Priority - Resident, civic and related groups in La Habra.

Fifth Priority - Activities promoted and sponsored by nonresident, non-profit organizations.

Sixth Priority - Commercial businesses and those activities and organizations that are profit-making and have business offices in La Habra or 51% or more of their employees residing in La Habra.

Seventh Priority - Individual nonresidents, having activities not open to the public.

Eighth Priority - Nonresident commercial businesses and organizations that are profit-making.

B. Youth Sports Affiliate Agreement

- 1) CITY shall maintain an up-to-date Youth Sports Affiliate Policy that creates an Agreement with all approved non-profit youth organizations that request use of DISTRICT facilities for youth sports.
  - a. The Agreement shall provide the responsibilities and rules of usage by which all youth sports organizations must follow, including, but not limited to, approved facility usage, damage, insurance requirements, violations of usage, and more.
  - b. CITY will be responsible for ensuring compliance of all rules within the Agreement by the youth sports organization.
  - c. CITY will be responsible for approval or denial of any Youth Sports Affiliate request and will have authority to revoke Youth Sports Affiliate status upon violation of the Agreement.
  - d. CITY will provide a signed copy of each approved Youth Sports Affiliate Agreement to DISTRICT annually.
- 2) Non-profit youth organizations must submit a Youth Sports Affiliate Agreement request to CITY to request usage of DISTRICT facilities.

C. Scheduling of DISTRICT Facilities

- 1) All requests for public or CITY use of DISTRICT Facilities for community recreation purposes shall be submitted to the CITY on CITY facility use application forms.
- 3) The CITY facility scheduling representative shall require all user groups which are using facilities for the first time to meet with the CITY's authorized representative in order to review facility rules, regulations and conditions.
- 4) All field use requests from youth sports organizations shall be made through the CITY's Youth Sports Affiliate Agreement process.

D. Scheduling of CITY Facilities

CITY shall be responsible for scheduling all DISTRICT use of CITY Facilities for community recreation purposes subject to the following terms and conditions:

- 1) All requests for DISTRICT use of CITY facilities for community recreation purposes shall be submitted on CITY facility use application forms.

2) The facility scheduling representative shall review the facility use application and notify DISTRICT's authorized representative regarding availability of the request dates.

5. MEET AND CONFER

CITY and DISTRICT will meet on a Bi annual basis to discuss operational issues and correct deficiencies.

CITY and DISTRICT shall document any misuse of facilities by groups scheduled by or associated with the opposite party on written incident reports which must be submitted within three (3) business days after the incident. Action which results from the incident reports, including reduction or cancellation of scheduled facility use, shall be by mutual agreement between CITY and DISTRICT.

6. MAINTENANCE OF FACILITIES

Each party shall maintain its own facilities in a state of good repair, and shall provide day-to-day maintenance and janitorial services (where appropriate), structural repair, and replacement or repair of any major equipment (where necessary). Costs required to recover additional operations, maintenance and custodial services beyond normal wear and tear shall be mutually agreed upon in writing.

A. City will supervise DISTRICT fields, per Exhibit "C," and oversee users' clean up of the facilities, as well as be responsible for disciplining groups who fail to leave their assigned fields cleaned and orderly. DISTRICT will be responsible for any clean up required before school begins each day.

B. CITY shall enforce all DISTRICT rules and regulations, ordinances and policies while directing community recreation activities on DISTRICT facilities; DISTRICT shall do the same on CITY facilities.

7. CHARGES AND FEES

Neither party shall impose any charge or fee on the other party for the use of any facility to which the Agreement applies. Direct costs incurred may be charged to the using party for services, as allowed by federal and state law, and if mutually agreed upon in writing as authorized by the respective Policy Board-Council.

8. SUPERVISION AT FACILITY

The DISTRICT or CITY shall furnish such supervision as that party deems required during the periods of use of the other's facilities. Users of approved facilities not associated with CITY/DISTRICT shall provide appropriate supervision as required by authorized agency.

9. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless DISTRICT, its officers, agents, employees, representatives and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by the CITY at DISTRICT's facilities, except those which arise out of the sole negligence of DISTRICT. DISTRICT shall indemnify, defend and hold harmless CITY, its officers, agents, employees, representatives and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by the DISTRICT at CITY'S facilities, except those which arise out of the sole negligence of CITY.

10. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

11. ASSIGNMENT

Neither DISTRICT nor CITY may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

12. TERMINATION

Either CITY or DISTRICT may terminate this Agreement upon giving the other party at least ninety (90) days prior written notice.

13. NOTICES

Notices and communications concerning this Agreement shall be sent to the following addresses:

CITY  
City of La Habra  
Attention: City Clerk  
201 East La Habra Blvd  
La Habra, CA 90631

DISTRICT  
La Habra City School District  
Attention: Assistant Superintendent  
500 North Walnut  
La Habra, CA 90631

14. EFFECTIVE DATE AND AUTHORITY

The effective date of this agreement shall be the last date of execution hereinafter set forth opposite the names of the signatories hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed on the dates hereinafter respectively set forth.

LA HABRA CITY SCHOOL DISTRICT

CITY OF LA HABRA

By   
Dr. Joanne Culverhouse  
Superintendent

By \_\_\_\_\_  
Jim Sadro  
City Manager

Date March 10, 2021

Date \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
Laurie Swindell, City Clerk

Exhibit A



LA HABRA CITY SCHOOL DISTRICT

La Habra City School District does not allow outside sport groups for the following schools:

- Arbolita Elementary School
- El Cerrito Elementary School
- Las Lomas Elementary School
- Las Positas Elementary School
- Sierra Vista Elementary School
- Walnut Elementary School

LA HABRA CITY SCHOOL DISTRICT

**Imperial Middle School (North Field)**

General Uses - Practice and Regulation Play

1. Youth soccer

Conditions

1. See Field Use General Conditions, Exhibit C
2. City will oversee users' clean-up of facility; failure to comply with this request may require a security fee from which to draw extra help to clean up the field the following Monday after the weekend usage and morning afternoon usage. This will also apply to adjacent neighborhood yards and lawns.
3. There is a snack shack/restroom facility available for the community sports groups' use and benefit.
4. City will provide supervision, per Fields Use general Conditions, Exhibit C (11).
5. Scheduled users will be responsible for the clean-up of the facility each day after their scheduled use. The School District will be responsible for any clean-up of trash that may occur after the scheduled user has left and before the beginning of school the following day.
6. There will be no use of school site restroom or the inner campus

LA HABRA CITY SCHOOL DISTRICT

**Washington Middle School (South Field)**

General Uses - Practice Field Only

1. La Habra Pop Warner August 1 to third Friday in August
2. Little League February 1<sup>st</sup> to June 1<sup>st</sup>.

Conditions

1. See Field Use General Conditions, Exhibit C
2. City will oversee users' clean up of facility; failure to comply with this request may require a security fee from which to draw extra help to clean up the field the following Monday after the weekend usage and morning afternoon usage. This will also apply to adjacent neighborhood yards and lawns.
3. There is a snack shack/restroom facility available for the community sports groups' use and benefit.
4. The use of lights will be limited to before 9:00 p.m. on weekdays; 10:00 p.m. on weekends
5. City will provide supervision, per Field Use General Conditions, Exhibit C (11)
6. School District will be responsible for any clean up of trash that may occur after the scheduled user has left and before the beginning of the school the following day.
7. There will be no use of school site restroom or the inner campus

LA HABRA CITY SCHOOL DISTRICT

**Ladera Palma School (South Field)**

General Uses

1. Pop Warner Football Practice
2. Little League

Conditions

1. See Field Use General Conditions, Exhibit C.

2. City will oversee users' clean-up of facility; failure to comply with this request may require a security fee from which to draw extra help to clean up the field the following Monday after the weekend usage and morning afternoon usage. This will also apply to adjacent neighborhood yards and lawns.
3. The District will consider the installation of perimeter lights at the northwest corner of the field.
4. The use of lights will be limited to before 9:00 p.m. on weekdays; 10:00 p.m. on weekends
5. City will provide supervision, per Field Use General Conditions, Exhibit C (11)
6. There is a snack shack/restroom facility available for the community sports groups' use and benefit.
7. Scheduled user will be responsible for any clean-up of the facility each day after their use. The School District will be responsible for any clean-up of trash that may occur after the scheduled user has left and before the beginning of the school the following day.
8. There will be no use of school site restroom or the inner campus

### **City of La Habra**

In cooperation of this agreement the City of La Habra agrees to the following:

- Granting District use of City facilities for hosting school and district sponsored events at no charge during the week and only charging staff fees on weekends and holidays.
- The use of La Habra Blvd street banner for two weeks a year at no cost.
- Access to one page of advertisement in "Life in La Habra Magazine."



CITY OF LA HABRA COMMUNITY SERVICES DEPARTMENT  
CITY OF LA HABRA AND LA HABRA CITY SCHOOL DISTRICT  
POLICY AND PROCEDURE GUIDELINES FOR JOINT USE OF FIELDS  
AND PLAYGROUNDS

1.0 PURPOSE

The objective of this policy is to establish a process by which individuals and groups may reserve and use City and School District facilities

2.0 POLICY

Individuals or groups desiring the use of City and School District facilities (a list of available School District fields/playgrounds and conditions for use is included in Exhibit "A") shall be required to obtain a use permit issued by the Community Services Department and to abide by all applicable Federal, State, County and City laws, policies, rules and regulations governing such use.

3.0 PROCEDURE

3.1 APPLICATION FOR USE

- 3.1.1. All applications for use of City/School District facilities and fields covered by this policy must be made on official forms provided by the Community Services Department through the department reservations desk, La Habra Community Center.
- 3.1.2 Approved use permits may not be transferred, assigned or sublet.
- 3.1.3 Use permits shall only be issued to persons age 18 or older.
- 3.1.4 Applications for facility use shall be submitted a minimum of fifteen (15) working days in advance of use.
- 3.1.5 Applications for annual recurring facility/field use by community organizations shall be submitted according to the following schedule:
- 3.1.6 Nonprofit youth organizations shall submit a La Habra Youth Sports Affiliate Agreement request to be considered for recurring field use at District or City facilities.
- 3.1.7 The following order of use shall be utilized to determine priorities when two or more groups request the same facility/dates:

## District-Owned Facilities

First Priority - School-Oriented Programs

Second Priority - City of La Habra Community Services Programs

### 3.2 RESERVATION PROCEDURES/FEES

3.2.1 Applications for usage shall be submitted to the reservation desk per Policy 3.1.1 above. Facility scheduling staff shall determine facility availability, potential use conflicts and available alternatives to resolve potential conflicts.

3.2.2 Denial of use permits may be made on the basis of the following:

- a. The facility is inappropriate for the requested use or number of participants anticipated.
- b. The nature of the activity endangers participants, facility, equipment or staff including potential turf damage, or will create noise, parking or litter nuisances within the surrounding neighborhood.
- c. The applicant is unable to meet special conditions required for the activity/event or fails to comply with facility usage policies, procedures and regulations.
- d. The facility is not available.

3.2.3 When availability is confirmed, the application shall be reviewed by appropriate staff to determine applicable fees, special conditions (if required) and provide final approval.

3.2.4 Staff shall prepare an estimate of fees based upon appropriate user classification, type of use and current fees and charges as approved by the La Habra City Council/School District. Users shall be classified in one of the following categories, as defined in the Community Services Department Fee and Charge Manual, for purposes of assessing fees.

- a. City/School use/co-sponsor
- b. School District field facilities only \*\*
- c. Resident private
- d. Community non-profit event/fundraiser
- e. Non-resident non-profit
- f. Community commercial
- g. Non-resident private/commercial

\*\* in lieu of an established fee, community youth sports groups may submit a three year plan for providing prorated funds or

volunteer in-kind services for maintaining and improving the specific field(s) requested for long term use. This plan should also include provision for prorated payment of utilities associated with the field(s) the user requests. Forms and guidelines for submitting a three year plan are available upon request from the Community Services office.

- 3.2.5 All fees are payable in full ten (10) working days prior to use or at the time of application, whichever date is the later.
- 3.2.6 Fees for facility reservations shall not be refunded without written request received no later than ten (10) working days prior to use.
- 3.2.7 The La Habra City Council or School District has the sole authority to waive user fees. Requests for fee waiver must be submitted in writing to the City Council or School District via facility scheduling staff.

### 3.3 GENERAL CONSIDERATIONS

- 3.3.1 Special conditions of use may be imposed for facility uses which may pose unusual impacts on facilities. Such conditions may include damage/cleaning deposits, liability insurance coverage naming the City of La Habra and School District as additional insureds, security personnel, code enforcement officer, police officers, additional department staff or other conditions determined by department staff to be reasonable and appropriate. Any financial impact resulting from such conditioned use shall be borne entirely by the permittee.
  - a. Conducting certain high risk activities or uses involving unusual equipment including, but not limited to, trampolines, bounce houses, carnival rides, dunk tanks, portable lights, or similar items shall require written approval from Community Services Department and the School District. Approval may require conditions per policy 3.3.1 above.
- 3.3.2 Alcoholic beverages are prohibited at all City parks and playfields by City of La Habra Ordinance 9.08.020. Alcoholic beverages are prohibited on school facilities by the State Education Code.
- 3.3.3 Private vehicles are not permitted on City parks and School District facilities except for deliveries and pick up of user-related supplies and equipment. Vehicles may be allowed on facilities only with authorized permit issued by the Community Services Department or School District approval. Violators may be cited and permits may be revoked.

- 3.3.4 Permanent advertising signs are not permitted on City park or School District facilities. Temporary advertising signs and the distribution of promotional materials may be permitted with appropriate Department approval if advertising is related to a permitted event being conducted on a City or School District site. Advertising signs and promotional materials related to alcohol or tobacco products are prohibited.
- 3.3.5 Permanent storage on City or School District facilities for non-City or School District-initiated activities is not permitted.
- 3.3.6 Requests for concession stands, whether temporary or permanent, shall be referred to Community Services Department staff to determine nature of items to be sold, feasibility, physical location and appropriateness. Concessions will not be permitted without written authorization from the Community Services Department.
- 3.3.7 Field preparation for City or School District athletic facilities shall be performed by City Parks Division and School District staff only. Preparation of other City/School District fields by youth sports organizations shall be subject to appropriate Department staff approval and shall be permitted only after youth group representatives have completed field preparation training conducted by City staff or the School District.
- 3.3.8 Requests for amplified sound for City or School District facilities shall be subject to the approval of the Community Services Department. Sound levels will be monitored to ensure compliance with City ordinances.
- 3.3.9 Liability insurance shall be required for any use of facilities and shall meet the following requirements:
- a. General commercial liability (GCL) - \$1,000,000 combined single limit unless otherwise directed by either party's Risk Management.
  - b. Automobile Liability – covering “Any Auto” with limit no less than \$ 1,000,000 each accident for bodily injury or property damage. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
  - c. Worker’s Compensation – as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$ 1,000,000 per accident for bodily injury or disease.

- d. Sexual abuse/molestation insurance – Lessee shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$ 2,000,000 per occurrence and \$ 4,000,000 general aggregate. Coverage may be provided as a part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.
- e. Endorsements – Certificate of Insurance with an endorsement naming the City of La Habra and/or La Habra City School District, its officers, agents, employees, representatives, and volunteers as additional insureds. Failure to comply shall be cause to automatically cancel the event.
- f. Coverage - Evidence of coverage shall be provided a minimum of ten (10) working days prior to the date of the event and shall main in effect for the entire contractual agreement.

### 3.4 RESPONSIBILITIES OF USERS

- 3.4.1 All groups and individuals using facilities subject of this policy must comply with City, School District, County, State and Federal laws. Failure to abide by these laws or established Community Services Department policies and regulations shall result in the loss of usage permit and forfeiture of all fees and deposits.
- 3.4.2 The user accepts the facilities for which application is made in an "AS IS" condition. The users are required to indemnify, defend and hold harmless the City of La Habra and School District, its officers, employees, and volunteers from all liability, claims, suits or judgments arising out of sole negligence of the City of La Habra and School District.
- 3.4.3 Changes, alterations, defacement or repairs to any facility, its furnishings, or equipment will not be permitted. Any person or group causing damage to property or equipment or creating the need for additional cleaning by City or School District staff will be required to pay for same based on current cost of repair including labor, or replacement to restore facility, furnishings or equipment to its original condition. Until full payment is received, the City/School District shall have the right to cancel the current use permit and reject future applications without any stated cause.
- 3.4.4 Applicant shall also be held financially responsible for any personal injuries arising from their event or activity.
- 3.4.5 Scheduled users shall communicate actual facility uses and changes

in scheduled use to facility scheduling staff in a timely fashion in order to minimize no-shows and the resulting expense to the City or School District.

- a. Scheduled community organizations shall provide City facility scheduling staff with actual game schedules prior to the first scheduled league game.
  - b. Scheduled community organizations shall notify City facility scheduling staff of canceled use a minimum of 24 hours prior to the scheduled date.
  - c. Resident youth sports organizations may be subject to charges for direct operating costs incurred by the City or School District as a result of failure to notify City facility scheduling staff of cancellation upon the second incident of such failure to notify.
  - d. All other scheduled facility users shall be subject to cancellation and applicable fee and refund provisions, Section 3.2.6, requiring ten (10) day written cancellation notice.
- 3.4.6 Scheduled facility users will be responsible for the clean up of the facility each day after their scheduled use. If user fails to comply with daily clean up, the City/School District shall have the right to cancel the current use permit and reject future applications without any stated cause.

LA HABRA CITY SCHOOL DISTRICT

Fields Use General Conditions

1. The listed fields shall be used for organized youth group with currently approved Youth Sports Affiliate status as determine by the City.
2. Uses not permitted:
  - a. School Fields shall not be used for any commercial activity nor any exclusively adult activity.
  - b. School Fields shall not be used on any day when school is in session until one (1) hour after students have been dismissed from school for that day - 4:00 p.m. or later for middle schools depending on after-school activities being conducted on select fields at that particular school.
  - c. None of the school buildings including classrooms, restrooms or other facilities shall be used.
  - d. Groups of six or more youth/adult and older engaged in "pick up" games on a regular basis will be deemed unregistered users and will be ushered off the field by appropriate authority until the time their completed application is submitted and approved. City will be responsible during scheduled use and during non-scheduled use School District shall be responsible.
  - e. The use of motorized vehicles on fields without prior authorization will not be permitted. Use with prior authorization will be considered if the vehicles are to be used for the preparation of athletic fields, etc., at a time when the fields are not in use.
3. No use of fields prior to 4:00 p.m. or later at middle schools, nor after dusk, except for those fields with lighting; lights shall be lit until 9:00 p.m. weekdays, and Fridays and Saturdays until 9:00 p.m.
4. The City will be responsible for maintaining all infields and outfields of the baseball and softball fields at Ladera Palma, used by approved Youth Sports Affiliate groups and will work with District staff in coordinating the maintenance.
5. The District shall maintain the playing field including the sprinkling system while the City will be responsible for making a prorated payment on water applied to the area in use. However, should the City or any of its users damage the sprinklers, it shall be at the expense of the City or its users to make such repairs or pay the cost of such repairs.

6. The City and School District will pre-schedule major maintenance for each field at the beginning of their fiscal year (July 1 with the exception of those school sites being used for summer school; August for these fields).
7. The School District agrees that during those times when the City has the right to the use of select District fields, their use shall be exclusive and if any individual, group or organization desires the use of those fields, they must secure approval from the City and the School District.
8. Those fields with adjacent snack shack/restrooms will be opened, maintained and signed with appropriate language indicating the location and availability of the restrooms by the City. Any permitted activity on a school site must have use of the snack shack/restroom, and if there is no restrooms available, portable restrooms must be provided twenty-four hours in advance and services by the city. The portable restrooms must be removed no later than twenty-four hours after the activity is completed.
9. Should at any time the School District have a use or need for the field during hours normally associated with the City's use of the field(s), the School District shall be entitled to the use of the field(s) provided they have given the City at least forty-eight (48) hours (less if unforeseen hardship arises) notice of their intended use of the field(s).
10. The City shall provide to the School District proof of liability and property damage insurance during all times when the field(s) are being used for any City activity and require any youth organization using the field(s) to provide a certificate of insurance naming both the City and School District as additional insured(s). The School District shall provide the City with a certificate of insurance naming the City as additional insured as it pertains to the District's responsibility for maintaining the fields and playgrounds.
11. The City will provide supervision; one (1) person will be assigned to supervise up to three (3) School District facilities, during the time fields are being scheduled for use.
12. The parties to this agreement shall review this agreement and should any complaints or problems arise regarding the use of a facility, the parties shall give written notice of the problem to the other party. The responding party shall provide evidence of correction of the situation within thirty (30) days of the receipt of the complaint or it shall be deemed to be a breach of this agreement.