

MASTER FACILITIES USE AGREEMENT
FIRST MODIFICATION TO PLAYGROUND PARTNERSHIP SUPPLEMENTAL USE
AGREEMENT NUMBER 9589 (CCS)

This First Modification to Playground Partnership Supplemental Use Agreement Number 9589 (CCS) ("First Modification"), entered into as of _____, 2018, by and between the City of Santa Monica, a municipal corporation and charter City ("City"), and the Santa Monica – Malibu Unified School District, a unified school district ("District"), is made with reference to the following:

RECITALS

- A. On or about June 11, 2015, the City and District entered into that certain Playground Partnership Supplemental Use Agreement Number 9589 (CCS), pertaining to the City's and community's use of the District's school facilities in Santa Monica during non-school hours ("Original Agreement").
- B. The City and District desire to replace Attachment "A", Attachment "B", Attachment "C", and Attachment "D" to the Original Agreement with the attachments referenced, below, to reflect the City's and District's mutual agreement with respect to the community's use of the District's school facilities in Santa Monica during non-school hours.

TERMS AND CONDITIONS

Now, therefore, the undersigned parties do hereby mutually agree to modify the Original Agreement as follows:

- 1. Section 2 of the Original Agreement shall be deleted in its entirety and replaced with the following text:

2. TERM

The term of this Agreement run concurrently with the term of the Master Facilities Use Agreement, dated July 1, 2012.

- 2. All references to Attachment "A", Attachment "B", Attachment "C", and Attachment "D" in the Original Agreement shall mean and refer to Attachment "A", Attachment "B", Attachment "C", and Attachment "D", which are attached to this First Modification.
- 3. Attachment "A", Attachment "B", Attachment "C", and Attachment "D" are attached hereto and incorporated herein by this reference.
- 4. Except as expressly modified by this First Modification, all other terms and conditions of the Original Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Modification as of the date and year first written above.

ATTEST:

CITY OF SANTA MONICA

A municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____

RICK COLE
City Manager

APPROVED AS TO FORM:

SANTA MONICA-MALIBU UNIFIED
SCHOOL DISTRICT, A unified school district

LANE DILG
City Attorney

By: _____

BEN DRATI
Superintendent

Facilities Use Plan

Program: Playground Partnership

School Sites: Franklin, Roosevelt, McKinley, Rogers, Grant, and Edison Elementary Schools

The Playground Partnership Program shall utilize designated portions of the District's elementary school campuses at designated times when school is not in session. The facilities that the District shall make available for this project include play fields, play structures, exercise paths, handball courts, basketball courts, general purpose hardscape, restrooms, and office and storage space.

Facility Access

- ❑ Access hours for play fields, play structures, exercise path, handball courts, basketball courts, general purpose hardscape, restrooms, and parking lot.

Note: Actual opening and closing times will vary by 30 minutes to allow for roving City monitor to unlock and lock sites.

<i>July – June</i>	<i>Sat</i>	<i>9 am – dusk</i>
	<i>Sun</i>	<i>10 am – dusk</i>
<i>Winter Break</i>	<i>M-F</i>	<i>10am – dusk</i>
<i>Spring Break</i>	<i>M-F</i>	<i>10am – dusk</i>
<i>Summer Break</i>	<i>M-F</i>	<i>10 am – dusk, or</i>
	<i>M-F</i>	<i>12:30 pm – dusk (summer school sites)</i>

Site availability might be adjusted based on District programs.

Times noted above may change based on availability of City funding.

- ❑ Access to PE/Recreation Building Office and shared use of desk space, file storage and ½ of bookshelf space with City's CREST Playground Access staff.

School Site Access

The following will be distributed to the City's supervisor of Playground Partnership in the Community Recreation Division:

- School gate keys
- Keys to PE/Rec Building Office, storage room and outdoor restroom

Facilities Use Guidelines

Program: Playground Partnership

School Sites: Franklin, Roosevelt, McKinley, Rogers, Grant, and Edison Elementary Schools

Note: John Muir and SMASH sites are adjacent to and continuous with Los Amigos Park. Please refer to the Los Amigos Joint Use Agreement for clarification.

Public Facility Access

Public access to the facilities will be limited to children and youth under 18 years of age and their accompanying families and friends during hours specified for Playground Partnership.

Priority Use of Facilities

Children and youth 12 and under will have priority over others in using equipment, hardscape and play fields.

Use of Play Fields, Courts and General Hardscape Without a Permit

Groups of ten (10) persons or less who are not wearing cleats may use play fields without a City permit, except during times when the play fields are being used by permit user groups or closed for maintenance or inclement weather. Groups of ten (10) persons or less may use the courts and hardscape without a City permit, except during times when being used by permit user groups or closed for maintenance or inclement weather.

Use of Play Fields By Permit

Groups larger than ten will be prohibited from using play fields without a permit. The City shall issue permits for groups serving children under 12 years of age on Saturdays and school days after CREST program. Such permits will specify the time periods when use is authorized. Permits will be issued according to the policies governing use of play fields at City parks, school district policies, and according to the City's Field Permitting Guidelines.

Collection of Play Field Permit Fees

The collection of permit fees will be done by the City according to the fee schedule adopted by City Council. Revenue collected will be retained by the City to help offset operating costs.

Use of Courts and Hardscape By Permit

Groups larger than ten will be prohibited from using courts and hardscape without a permit. The City shall issue permits only for use by groups serving children under 12 years of age. Such permits shall specify the time periods when use is authorized. Permits shall be issued according to the following priorities, listed in descending order:

1. District and/or City use
2. Santa Monica-based (at least 55% Santa Monica residents) non-profit youth sports groups that accept members irrespective of skill or qualifications (except age) and which implement policies that give all participants equal access to play
3. Private and non-profit Santa Monica-based (at least 55% Santa Monica residents) youth sports groups that are developmental and selective in registering participants based on skill level
4. Non-profit private Santa Monica-based schools
5. Private for-profit Santa Monica-based schools
6. Santa Monica residents

Permitted use of courts and hardscape will be at times and of a duration so as to lessen the impact of general community use of the facility.

Activities, Classes and Events

The City may plan and conduct community activities, events and classes at Playground Partnership sites during Playground Partnership hours to encourage public awareness and use of the facilities. The District requests prior notification of these events to coordinate with other activities on campus.

Scheduling of Non-City Uses

The facilities pursuant to this Agreement will only be made available to non-City permit groups during Playground Partnership hours, by mutual agreement between the City and the District. The City will have priority over any non-District programs.

Facilities Operations Plan

Program: Playground Partnership

School Sites: Franklin, Roosevelt, McKinley, Rogers, Grant, and Edison Elementary Schools

Edison Elementary School will be added as a Playground Partnership site at a time mutually agreed upon by the City and the District following the conclusion of the playground construction project. The following is applicable for each school site listed above, unless otherwise noted.

Facilities Maintenance Services

At Franklin, Roosevelt, McKinley, Rogers, Grant, and Edison the District will:

- ❑ Ensure facilities, fixtures and equipment utilized by Playground Partnership are maintained and kept in good repair, including hardscape, permanent play structures and fixtures, fencing and gates, outdoor restrooms and storage/office buildings.
- ❑ Designate a staff person as the primary contact for City staff on major facility issues and follow through of corresponding work orders.
- ❑ Routinely inspect facilities and equipment used by Playground Partnership.
- ❑ Identify and document needed repairs to maintain equipment and facilities in good working order on a District Work Order form and submit through the school site Office Manager.
- ❑ Complete all repair and maintenance work in a timely and professional manner.
- ❑ Monitor the progress of work orders submitted by Playground Partnership staff.
- ❑ Facility closures for maintenance will be coordinated with the City.

Grounds Maintenance

At Franklin, Roosevelt, McKinley, Rogers and Grant, the District will:

- ❑ Provide regular turf maintenance including:

Task	Frequency
Back-filling/leveling of low spots with topsoil	Monday- Friday, as needed
Inspection of irrigation systems	Weekly
Repair of irrigation systems	As needed
Mowing & detailing at 2"	Weekly, March – October
Mowing & detailing at 2"	Bi-weekly, November -

	February
Aeration	Quarterly
Fertilizing	Quarterly
Topdressing with compost	2-3 times annually
Dethatching	Annually
Over-seeding	Quarterly

Reporting

The District will provide the City with a quarterly report of the following grounds maintenance work performed at each Playground Partnership location:

- Aeration
- Fertilizing
- Topdressing with compost
- Dethatching
- Over-seeding

The District shall submit these reports to designated City staff no later than the week following the close of each calendar quarter. It is preferred that District staff use the reporting form provided by the City. Any additional supporting records are to be made available for inspection by City staff as requested, within a timely manner.

Custodial Services

At Franklin, Roosevelt, McKinley, Rogers, Grant, and Edison the District will:

- ❑ Provide a staffing level equivalent to .75 FTE custodial services staff for the purpose of providing custodial services for outdoor restrooms and office space, and litter pickup and trash removal on all days that Playground Partnership is in operation.
- ❑ Ensure that facilities will be clean, sanitary and ready for use during Playground Partnership hours.
- ❑ Provide regular litter and trashcan pickup on all days Playground Partnership is operating.
 - Twice per day March – October (daylight savings time)
 - Once per day November - February
- ❑ Replace trash containers as needed (if funds are available, City may provide additional trash containers at the request of District).

Reporting

- The District will provide the City with a quarterly report of custodial hours worked and services performed at each Playground Partnership location. The District shall submit these reports to designated City staff no later than the week following the close of each calendar quarter. Supporting records are to be made available for inspection by City staff as requested, within a timely manner.

Program Coordination and Outreach

Program: Playground Partnership

School Sites: Franklin, Roosevelt, McKinley, Rogers, Grant and Edison Elementary Schools

The following is applicable for each school site listed above.

Staff Coordination

The Principal, or his/her designee, will:

- ❑ By July 15th, provide the City's supervisor of Playground Partnership with the Annual Schools Event Calendar.
- ❑ Throughout the school year, provide timely revisions to the Calendar as new events are scheduled, and provide at least two (2) months' notice for any events that may significantly impact Playground Partnership operations.
- ❑ Throughout the school year, provide at least two (2) weeks' notice of any changes to school dismissal times to the City's supervisor of Playground Partnership.
- ❑ Include Playground Partnership staff in school meetings as applicable, with notification sent at the same time faculty is notified.
- ❑ Discuss with the City's supervisor of Playground Partnership any non-City proposals for use of the school facilities that could potentially compete or conflict with Playground Partnership.

Community Outreach

The District and the City shall work collaboratively to ensure the timely distribution of Playground Partnership community outreach materials and a high level of communication between City and District staff to ensure facility coordination.

The Principal, or his/her designee, will:

- ❑ Distribute all Playground Partnership outreach materials to all students within five days of receipt by each school.
- ❑ Include Playground Partnership information provided by the City in the school's directory and any other major school publications.
- ❑ Provide Playground Partnership information and a link on each project elementary school web site to the City's Playground Partnership web site.