



Adjourned Meeting
09-27-22

**Item
3.B.10.**

Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Kate Gallo, Recreation Manager

Reviewed by: Jesse Bobbett, Community Services Director

Approved by: Steve McClary, City Manager

Date prepared: August 1, 2022 Meeting date: September 27, 2022

Subject: Master Facility Use Agreement with Santa Monica-Malibu Unified School District

RECOMMENDED ACTION: Authorize the City Manager to execute a two-year Master Facility Use Agreement with the Santa Monica-Malibu Unified School District through September 30, 2024.

FISCAL IMPACT: Funding for this Agreement is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 100-7059-5921-00 (Non-Departmental Services).

WORK PLAN: This item was included as item #7.h. in the Adopted Work Plan for Fiscal Year 2022-2023.

DISCUSSION: The City has maintained a Master Facility Use Agreement (Agreement) with Santa Monica-Malibu Unified School District (District) since 1995. The Agreement outlines the terms of use and associated fees for City-organized youth programs and general adult recreational use during non-school hours at District facilities, including:

- Afterschool programs at Malibu and Webster Elementary Schools
- Aquatic programs at the Malibu Community Pool
- General weekend community use at Malibu Elementary School
- Summer day camps at Malibu High School
- Youth, middle school, and adult sports programs at Malibu High School

The City pays the District's "Direct Rate" for all programs, which ranges from \$12.00 to \$83.00 per hour, based on the facility used. Under the Agreement, the City has paid the following amounts to the District since Fiscal Year 2017-2018:

Fiscal Year	Annual Amt. Paid to District
2017-2018	\$197,119
2018-2019	\$145,395*
2019-2020	\$92,700**
2020-2021	\$181,150
2021-2022	\$199,260

*Impacted by the Woolsey Fire / **Impacted by Covid-19

Staff anticipates the annual amount paid to the District will increase by approximately 6% for Fiscal Year 2022-2023. The higher amount is due to an increase of the “Direct Rate” following a recently completed audit and facility use fees study by the District.

With the current two-year Agreement expiring on September 30, 2022, staff worked with the District to prepare a new two-year Agreement (Attachment). The Agreement would go into effect on October 1, 2022, and expire on September 30, 2024. Staff recommends the Council authorize the City Manager to execute the Master Facility Use Agreement (Attachment) with the District.

ATTACHMENT: 2022-2024 Master Facility Use Agreement with Santa Monica-Malibu Unified School District

**MASTER AGREEMENT BETWEEN SANTA MONICA-MALIBU UNIFIED SCHOOL
DISTRICT AND THE CITY OF MALIBU REGARDING
USE OF SCHOOL DISTRICT FACILITIES**

This Master Agreement is made and entered into as of this _____ day of _____, 2022, by and between the City of Malibu, a municipal corporation, hereinafter referred to as the “City,” and Santa Monica-Malibu Unified School District, hereinafter referred to as the “District”, each duly organized and existing under the constitution and laws of the State of California (collectively, “Parties”); and

WITNESSETH

WHEREAS, the District desires to promote the health and welfare of the students and staff of the District and the City desires to promote the health and welfare of the residents of the City and enhance recreational opportunities. The Parties also desire to cultivate and develop community education, health, fitness, and good citizenship by providing and conducting City and District programs focused on education, recreation, and athletics, to contribute to the attainment of the District’s and City’s objectives; and

WHEREAS, the District and the City have previously maintained a cooperative working arrangement, which has shown that the use of the District grounds and facilities by the City can afford the community increased programs in education, recreation, and athletics.

WHEREAS, the development of programs in education, recreation, and athletics to meet the needs of the District and the City requires optimum use of all publicly owned facilities which are adaptable to use for programs in education, recreation, and athletic purposes; and

WHEREAS, this Agreement is entered into under authority granted under the Government Code (Section 6500 et seq.) and by one or more of Education Code Sections, including 10900 et seq. of the State of California, which authorize and empower school districts and municipalities to enter into agreements with each other for the purposes of organizing, promoting, and conducting recreational programs utilizing school facilities for the education, recreation, and athletic opportunities for the citizens and residents of the City and the District; and

WHEREAS, the City and the District desire to enter into this Agreement pursuant to said statutory authorization; and

WHEREAS, this Agreement governs use of District facilities by the City at Malibu High School, Malibu Middle School, Malibu Elementary School and Webster Elementary School (“Facilities”); and

WHEREAS, the Parties desire to establish general guidelines for the use of existing Facilities;

NOW, THEREFORE, the City and the District hereby mutually covenant and agree with each other as follows:

1.0 GENERAL PROVISIONS OF USE OF FACILITIES

The District shall make available to the City the use of the Facilities, including buildings or portions thereof, as specifically requested and for the time requested, subject to the following conditions:

1.1 The "Direct" rate of the District's operation of said Facilities, as indicated on the Facility Use Fee Schedule (Exhibit A), shall be the basis upon which an annual payment shall be made by the City to the District Facilities. Any costs incurred related to City use of Facilities outside those costs identified in the Facility Use Fee Schedule (Exhibit A) and the Facility Use Calendar (Exhibit B) shall be subject to negotiation by the District and the City.

1.2 The Party having responsibility for supervision of a class, educational program, athletic program, or recreational activity may charge a permit fee no greater than the "Direct" rate as listed in the Facility Use Fee Schedule (Exhibit A) or an amount equal to 100% of the recovery of that Party's costs related to the supervision, instruction, or materials used, whichever is greater. Such fees may be retained by the supervising authority as part of its budget for providing leadership and supervision of the education, recreation or athletic program. Such fee schedule must be reviewed by the appropriate District and City governing agency, board or commission, whichever is applicable. All scheduling, use, admission fee collection, and other activities conducted by the City on the Facilities shall be compliant with the Civic Center Act (Education Code § 38130, et seq.), and Community Recreation Act (Education Code § 10900, et seq.), as applicable.

1.3 The City shall provide, pay for, and supervise the City-sponsored or permitted education, recreation, or athletic programs at the District Facilities. The District and City will agree to a Facility Use Calendar (Exhibit B) prior to the issuance of any permit to use certain Facilities. Once the District has allocated certain dates and hours to the City for use of the District Facilities, the City shall be responsible for programming or permitting of those Facilities for the allocated dates and hours.

1.3.1 Any person, program, or community group desiring to use District Facilities during dates and times allocated to the City under this Agreement, must apply to do so through the District. Use of District Facilities by these outside persons, programs, and community groups is subject to the applicable policies and regulations set forth by the District.

1.3.2 The City shall provide the District with quarterly or seasonal calendars detailing the City's planned use of permitted Facilities prior to use. The City agrees that it will not use District Facilities until such time as notification of the granting of the permit(s) to the City is received from the District.

1.3.3 The District will charge an additional fee for staffing one Sports Facility Attendant during City use, including City permits issued for community recreational and athletic groups.

1.4 Facility use outside the scope of this Agreement shall be subject to a separate agreement between the Parties.

1.5 Use of District Facilities, grounds, and equipment by the City for the purposes of this Agreement shall not interfere with the primary day-to-day educational mission of the District. Extracurricular programs primarily supported or sponsored by the District, including District-sponsored activities, programs and events, including special, emergency, or custodial use, shall have first priority. Therefore, if a need by the District to use the District Facilities arises after the establishment of any schedule, the City shall relinquish its permit to use the District Facilities for such dates and times as the District requires use of the District Facilities. The District shall make reasonable efforts to provide a minimum of two weeks' written notice to the City, should such cancellation become necessary.

1.6 Permits and schedules may be altered if agreed upon by the Parties, subject to the District's unilateral right to alter permits and schedules based upon the District's needs, as described above.

1.7 Administrative authority for City programs shall reside with the City Manager or their designee.

1.8 The City shall provide all materials, supplies, and equipment necessary to conduct City programs. The District shall be allowed to use City equipment, with prior approval from the City.

1.9 The District shall provide all materials, supplies, and equipment necessary to conduct District programs. The City shall provide all materials, supplies, and equipment necessary to conduct City programs. However, the City shall be allowed to use District materials, supplies, and equipment, with prior approval from the District.

1.10 As set forth in section 1.14 below, the City shall accept the District Facilities in their "AS-IS" condition. The City will notify the District, in writing, regarding reasonable maintenance and cleaning requests. The District agrees to respond to City staff, in writing, within three (3) business days with an anticipated schedule for the reasonable repair or maintenance requested. The District shall maintain all District Facilities under this Agreement in a safe and clean condition, normal wear and tear excepted, and furnish the Facilities to the City in such condition at the permitted time. The City shall return to the District any buildings, Facilities, and grounds used in the same condition as they were in when received by the City, and shall repair, replace, and/or pay for any building, facility, ground, and/or equipment which was proven to be damaged by the City, City-sponsored programs, or City permitted users, within 21 business days of receipt of a site damage report by the City.

1.11 The City shall be responsible for any additional costs related to the City-sponsored use of the District Facilities, including but not limited to employing, hiring, or assigning District employees, agents or other representatives to (i) prepare or otherwise setup said Facilities, or portions thereof for City use, (ii) serve as security at said Facilities, or portions thereof, for the District property in general, and/or (iii) provide other services in connection with City's use of said Facilities, buildings or portions thereof, as shown on the Facilities Use Calendar (Exhibit B), provided the City and the District agree that the additional services are necessary. If the City and the District cannot agree on whether additional services are necessary, the City-sponsored program shall not begin or continue.

1.12 The City shall make an annual payment to the District in an amount at least equal to the District's "Direct Costs" for management, supervision, operation, and maintenance and renovation associated with specific community educational, recreational, and sports/athletics programs operating in the District Facilities, as shown on the Facility Use Calendar (Exhibit B).

1.13 This Agreement shall become effective on October 1, 2022, and shall remain in full force and effect for two (2) years, expiring on September 30, 2024, unless terminated in accordance with section 6.3 of this Agreement. The Agreement may be extended at the discretion of the District and City for one (1) additional year by mutual written consent of the District and the City.

1.14 The City hereby represents, covenants and warrants that neither the District nor anyone acting on the District's behalf has made any representation, warranty or other guarantee regarding the fitness of the District Facilities, including buildings, grounds or portions thereof to be used under this Agreement for the particular use desired by City. Furthermore, the City hereby represents, covenants and warrants that, as a material inducement to the execution and delivery of this Agreement by the District, the City acknowledges and agrees that it accepts such Facilities, buildings, grounds or portions thereof in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" physical condition and in an "AS-IS", "WHERE-IS", "WITH ALL FAULTS" state of repair, and the District has no obligation to repair or improve such Facilities, buildings, grounds or portions thereof in anticipation of or in connection with City's exercise of its rights under this Agreement, nor shall the City or anyone claiming by, through or under the City have any right or remedy against the District as a result of any

physical condition of such Facilities, buildings, grounds or portions thereof (including, without limitation, any defect in or to the Facilities, buildings, grounds or portions thereof). THE CITY HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE DISTRICT, ITS EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OR OTHER REPRESENTATIVES FROM ANY AND ALL CLAIMS THAT CITY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE DISTRICT, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHER REPRESENTATIVES FOR AND FROM ANY COST, LOSS, LIABILITY, UNFORSEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED TO THE FACILITIES, BUILDINGS, GROUNDS OR PORTIONS THEREOF TO BE USED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY). WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 1.14, CITY EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".

THE CITY HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFIGANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, CITY ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.14.

THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS THAT HAVE ACCRUED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT OR TO ANY CLAIMS OCCASIONED BY THE DISTRICT'S FAILURE TO MEET ITS OBLIGATIONS SET FORTH IN PARAGRAPH 1.11.

2.0 GENERAL OPERATING PRINCIPLES

2.1 Facilities to be used by the City under this Agreement shall be identified and defined in the Facility Use Calendar (Exhibit B) and made part of this Agreement. Whenever a facility is proposed for use within a larger site or project, the Facilities (if any) shall be clearly separated, identified, and defined.

2.2 The term "Facilities" may include school and recreation buildings (including restrooms, storage Facilities and offices), multipurpose rooms, shade Facilities (including both natural trees and artificial structures), swimming pools, auditoriums, gymnasiums, art rooms, kitchens, meeting rooms, computer rooms, athletic areas, playgrounds, parks, exercise paths, playfields, school grounds, parking and utility Facilities incidental to the foregoing, and other recreational areas presently operated or that may hereafter be operated by either Party, and any ancillary Facilities, at Malibu High School, Malibu Middle School, Malibu Elementary School and Webster Elementary School.

2.3 This Agreement shall be a Master Agreement that covers general requirements needed to effectively implement an overall cooperative program between the City and the District. In addition, the Parties may desire to expand such cooperative programs to include one or more sites, Facilities, and/or projects under a separate agreement.

2.4 From time to time, the Parties to this Agreement may adopt and/or execute additional or supplemental agreements and/or policies governing the use of each Facility, and attach each such agreement or policy (each, a "Use, Operation, Maintenance, Repair and Renovation of Facilities Policy", or as referred to in this Agreement, a "Policy") as part of the Facility Use Calendar (Exhibit B), attached to this Agreement. Each such Policy shall cover the matters set forth in Article 5 hereof, shall become a part of this Agreement and shall be consistent with the general requirements specified herein. Additions or modifications to this Agreement require the written consent of both Parties as set forth in Section 6.11 of this Agreement.

2.5 Proposals for specific Facilities to be covered by this Agreement shall be reviewed annually by appropriate District and City staff as outlined in Section 2.7 below. The appropriate forums shall include a jointly convened meeting of appropriate District and City staff.

2.6 A joint meeting of the District and City staffs shall be held as necessary (but no less than annually) during the term of this Agreement to consider matters of mutual concern and to develop or amend a "Facility Use Calendar" identifying the type of uses and times available for a particular facility. Each such calendar shall become a part of this Agreement (as Exhibit B hereto) and shall be subject to the general requirements specified herein. The Facility Use Calendar shall identify the responsible party for maintenance and supervision, whether by incorporation of the applicable Policy or otherwise. All additions or modifications to the Facility Use Calendar require the written consent of both Parties as set forth in Section 6.11 of this Agreement.

2.7 Per District Policy, the Board of Education shall review, update, and establish a "Facility Use Fee Schedule" of operating Facilities covered under this Agreement and which will serve as the basis for calculating facility rental charges for each Party and the general public. For the purpose of this Agreement and any contribution calculated based upon the Facility Use Fee Schedule, the Facility Use Fee Schedule annual increases will not exceed the percent change in the local Consumer Price Index (CPI) through the term of this Agreement. Such costs include wear and tear attributable to additional use, custodial and clean-up costs, supervision and extraordinary costs of any kind, including all costs associated with the respective Party's use of the other Party's facility that are above those costs normal to the operation and maintenance of a specific building or facility in the absence of the specific use. Each such schedule shall become a part of this Agreement and shall be consistent with the general requirements specified herein. If a Facility Use Fee Schedule is not established, any facility rent charged to a Party shall not exceed the cost as defined herein.

3.0 GOVERNANCE

3.1 The Parties shall routinely advise and consult with each other regarding significant changes in land use and facility development plans to assess impacts and opportunities for joint use. Each Party, however, shall maintain the primary planning and decision-making role on each facility or property that it owns.

3.2 Facilities subject to this Agreement shall be designed to enhance the surrounding environment, with a strong awareness for efficiency of operation, maintenance, and aesthetics.

4.0 FACILITY USE: SCHEDULING AND OPERATION

4.1 The Facility Use Calendar shall be publicly disseminated for each facility to be covered by this Agreement. Specific attention shall be paid to identifying supervision, security and maintenance responsibilities for each facility and use. Parties shall jointly set appropriate hours of

operation for each such facility while maintaining a sense of flexibility and cooperation for each organization's changing or special program needs. Appropriate fees will be agreed upon prior to approval of use and shall reflect the "Direct" rate of the accommodation and operation of the facility for the educational, recreational, and athletic programming and permit use of the community and City as set forth in Section 1.1 of this Agreement.

4.2 The Parties shall continuously review their current practices and provision of services and shall work both independently and together to make all necessary changes in such practices in order to reduce costs, avoid duplication, achieve economy of scale, increase efficiency, and enhance provision of services.

4.3 Subject to specific agreement otherwise in a Facility Use Calendar (Exhibit B), the District shall have the right to the exclusive use of the shared-use Facilities during "school days," "school hours" and "school use" as hereinafter defined. Use of the shared-use Facilities by the City at times during the District's exclusive use period shall be permitted only by mutual agreement of the Parties or pursuant to the applicable Facility Use Calendar.

4.4 "School days" are defined collectively as (i) those days on which school is held in regular session as established in the school calendar from time to time and adopted by the Board of Education for each school year, and (ii) those other days on which the District-sponsored programs are scheduled. The "school hours" and "school use" of such school days shall be collectively (i) those regular school hours as established by the administration of each school in accordance with rules and regulations of the Board of Education, and (ii) those additional hours during which the District-sponsored activities are scheduled to occur.

4.5 All Facilities and equipment shall be used for their intended purposes. The Facilities Use Calendar shall be subject to an annual review and modification by the Parties, to ensure that all normal facility and equipment uses are accommodated if reasonably possible and to avoid potential conflicts between facility uses and users. Any and all additions or modifications to the Facilities Use Calendar require the written consent of both Parties as set forth in Section 6.11 of this Agreement. With respect to the District-owned Facilities, each Facility Use Calendar shall assign a priority of use for covered Facilities and equipment during nonexclusive use hours in the following order:

4.5.1 Activities and programs of the District that are directly related to the District's school programs;

4.5.2 Events or activities that are designed to serve organizations directly sponsored by or associated with the District, such as Parent Teacher Associations, Education Foundation, etc.;

4.5.3 Events or activities connected with the City's or the District's general programs in the order of priority reasonably established between the Parties; and

4.5.4 All other organizations and individuals.

4.6 Each Party shall be responsible for the proper conduct, supervision and security of any activity or use conducted or sponsored by or through such Party at any facility as required in the Facility Rules and Regulations (Exhibit C).

5.0 OPERATION, MAINTENANCE, REPAIR, AND RENOVATION OF FACILITIES

5.1 The Parties shall work together to ensure that all Facilities are adequately maintained to allow proper and safe use, appearance, and longevity. Each Facility Use Calendar shall be covered

by the District Policy, Facility Rules and Regulations, and the terms thereof shall be enforced in a fair and non-discriminatory manner.

5.2 The cost of operation, maintenance and repair of Facilities shall be identified in the Facility Use Fee Schedule (Exhibit A), as appropriate. Factors for allocation of such costs between the District and the City shall include proportionate use, type and intensity of use, value of benefit received, and other pertinent factors. Payment from the City to the District for operations, maintenance, repairs, and renovation are part and parcel to the fees paid in accordance with the Facility Use Fee Schedule and Facility Use Calendar attached as Exhibits A and B respectively.

5.3 The District Facility Rules and Regulations (Exhibit C) shall include rules and regulations governing operational issues (such as determination of costs, hours, scheduling, staffing, maintenance, and repair), utilities, security supervision, materials, equipment, and supplies. Each Policy shall be designed and implemented with due regard for benefits to the community, operational efficiencies, and cost effectiveness.

5.4 General Security issues regarding Facilities shall be addressed in regular meetings with the District staff. City staff will be provided with phones during City use or when City permits Facilities for use, so that its staff can communicate immediately with City and/or the District supervisory staff or, if necessary, the Los Angeles County Sheriff's Department. City staff will immediately report and/or document an event, incident or activity on the District property that violates District Facility Rules and Regulations (Exhibit C), this Agreement, or is prohibited by local Board rules or State Education Code.

6.0 MISCELLANEOUS PROVISIONS

6.1 Indemnification and Hold Harmless

6.1.1 District Hold Harmless: the District shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the City and its officers, council members, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys' fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage), occasioned by the sole negligence or willful misconduct of the District or its representatives "or invitees" during City use of District Facilities pursuant to this Agreement, or by the District's breach of this Agreement.

6.1.2 City Hold Harmless: The City shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the District and its officers, Board members, agents, employees and representatives ("related parties"), from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs (including attorneys' fees), liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), relating to City's or its representatives' or "invitees'" use of a facility (including without limitation, any personal injury or property damage resulting or occurring during the City's use of a facility and whether or not such injury or damage resulted from any existing conditions at the facility) or breach of this Agreement, with the exception of those injuries, losses or damages occasioned by the negligence or willful misconduct of the District or its related parties.

6.2 Insurance. The District is currently self-insured for property and liability insurance. Notwithstanding the foregoing, the Parties may elect to insure one or more Facilities separately, or to

require non-party users to obtain appropriate insurance for the use of a facility. Such special insurance requirements shall be specified where appropriate or applicable in a Facility Use Fee Schedule.

The City will provide proof of general liability insurance naming the District as additionally insured to comply with the District Facility Permit Insurance Requirements (Exhibit D).

6.3 Termination or Modification. The term of this Agreement is two (2) years. Except as otherwise provided herein, or as required by law, either Party may terminate this Agreement in whole or in part (with respect to a specific facility) upon sixty (60) days' written notification. Termination of all or a portion of this Agreement shall effectively terminate each applicable implementing agreement attached in each Exhibit B, subject to any specific requirements of cost allocations, reimbursements and/or supplemental termination procedures set forth therein. This Agreement may be extended at the discretion of the District and City for an additional one (1) year by mutual written consent of the Parties hereto.

6.4 Attorney's Fees and Costs. Each Party shall bear its own attorneys' fees and costs in connection with this Agreement, except as provided herein or otherwise provided by law. If either Party commences an action against the other Party to enforce any of the terms of this Agreement or otherwise with respect to the Facilities, the prevailing Party, in addition to any other relief to which such Party may be entitled, shall be entitled to recover from the other Party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The terms "attorneys' fees" and "attorneys' fees, costs and expenses" shall mean the fees, costs, and expenses of counsel to the Parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar, but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses. For purposes of this Agreement, the term "prevailing Party" shall include a "prevailing Party" as defined in California Code of Civil Procedure Section 998.

6.5 Entire Agreement. This Agreement, together with Exhibits A, B, C and D attached hereto, represent the entire and integrated Agreement between the District and City for the Facilities at Malibu High School, Malibu Middle School, Malibu Elementary School and Webster Elementary School. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written including all prior agreements between the City and the District pertaining to these school sites. Any modifications to the terms and conditions of this Agreement shall be effective only when agreed to in writing by both the District and City.

6.6 Relationship of the Parties. The Parties hereby agree that their relationship shall be that of joint users of the property identified for such use, and in no event shall this Agreement be construed as creating a legal partnership, employment or agency/principal relationship.

6.7 Notices. Notices hereunder shall be sufficient if delivered to:

City:
City of Malibu
Steve McClary
City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

District:
Santa Monica-Malibu Unified School District
Ben Drati
Superintendent of Schools
1651 Sixteenth Street
Santa Monica, CA 90404

6.8 Section Headings. All section headings in this Agreement are for convenience of reference only and are not construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

6.9 Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld or delayed. Where circumstances or applicable law requires, consent may be subject to School Board and/or City Council approval.

6.10 Governing Law. This Agreement is made under the Constitution and laws of the State of California and is to be so construed.

6.11 Amendment. This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by all of the Parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing entities heretofore or hereafter created) in pursuance of the purposes of this Agreement.

6.12 Disputes. In the event of disputes related to this Agreement, the Parties shall first attempt to resolve the matter informally by mutual agreement of the Superintendent and the City Manager.

6.13 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

6.14 Successors and Assignment of Interests. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. Neither Party may assign any right or obligation hereunder without the written consent of the other Party, which may be denied in such Party's non-arbitrary but otherwise sole discretion.

Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the City and the District. All duties and responsibilities under this Agreement shall be the sole and exclusive benefit and burden of the City and the District, and not for the benefit of any other party unless agreed to by both Parties in a Policy or other applicable written agreement entered into under the authority of this Agreement.

6.15 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.16 Employees and Public Benefit. This Agreement is intended to promote a public benefit. Persons employed at a facility shall be public employees of either the City or the District as the case may be. This Agreement shall not be construed as a private contract for a public service. Notwithstanding the foregoing, this Agreement shall not limit either Party's legal right to contract for services, goods or construction of Facilities pursuant to applicable law and regulation.

6.17 Authority. This Agreement may be subject to approval and/or ratification of the governing board of each Party to this Agreement.

This Agreement is executed on _____, 2022, at Malibu, California, and effective as of October 1, 2022.

CITY OF MALIBU:

STEVE MCCLARY, City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT:

BEN DRATI, Superintendent

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

To rent a facility or acquire staff, please apply online:

www.smmusd.org/apply

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial <i>Private businesses, Film studios, An individuals birthday party</i>	Direct <i>Nonprofit organizations 501(c)(3) organizations</i>	Community Meeting 1 <i>Open and available to the public, nonexclusive (open to everyone), limited 4 hours</i>	Basic <i>Primarily for SMMUSD students, but NOT approved Afterschool</i>	Community Meeting II & After School <i>Community Meeting for SMMUSD students or APPROVED After School Programs (application and preapproval by Superintendent required).</i>	Affiliate <i>Nonprofit, approved by SMMUSD as Affiliated group</i>
	Discount	Discount	Discount	Discount	Discount
-	40%	60%	80%	90%	100%

School Rooms (Classrooms, Conference Rooms)

Elementary

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$38.00	\$22.80	\$15.20	\$7.60	\$3.80	\$0.00
\$44.00	\$26.40	\$17.60	\$8.80	\$4.40	\$0.00
\$53.00	\$31.80	\$21.20	\$10.60	\$5.30	\$0.00

Music, Choir, Arts, Auto Shops

Elementary

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$63.00	\$37.80	\$25.20	\$12.60	\$6.30	\$0.00
\$70.00	\$42.00	\$28.00	\$14.00	\$7.00	\$0.00
\$78.00	\$46.80	\$31.20	\$15.60	\$7.80	\$0.00

Library, Computer Lab, Multipurpose Meeting Rooms

Elementary

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$60.00	\$36.00	\$24.00	\$12.00	\$6.00	\$0.00
\$75.00	\$45.00	\$30.00	\$15.00	\$7.50	\$0.00
\$95.00	\$57.00	\$38.00	\$19.00	\$9.50	\$0.00

Cafeterias

Elementary

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$92.00	\$55.20	\$36.80	\$18.40	\$9.20	\$0.00
\$120.00	\$85.74	\$48.00	\$24.00	\$12.00	\$0.00
\$150.00	\$90.00	\$60.00	\$30.00	\$15.00	\$0.00

	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Kitchens (Personnel needed to operate kitchen equipment)	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
Elementary	\$65.00	\$39.00	NA	\$13.00	NA	\$0.00
Middle	\$85.00	\$51.00	NA	\$17.00	NA	\$0.00
High Schools	\$125.00	\$75.00	NA	\$25.00	NA	\$0.00
	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Gyms/Gym Rooms	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
Lincoln MS Gym, practice	\$98.00	\$58.80	\$39.20	\$19.60	\$9.80	\$0.00
Lincoln MS Gym, game	\$145.00	\$87.00	NA	\$29.00	\$14.50	\$0.00
Lincoln MS Gym, event	\$260.00	\$156.00	NA	\$52.00	\$26.00	\$0.00
Adams MS Gym, practice	\$98.00	\$58.80	\$39.20	\$19.60	\$9.80	\$0.00
Adams MS Gym, game	\$145.00	\$87.00	NA	\$29.00	\$14.50	\$0.00
Adams MS Gym, event	\$260.00	\$156.00	NA	\$52.00	\$26.00	\$0.00
Malibu Old Gym, practice	\$98.00	\$58.80	\$39.20	\$19.60	\$9.80	\$0.00
Malibu Old Gym, game	\$145.00	\$87.00	NA	\$29.00	\$14.50	\$0.00
Malibu Old Gym, event	\$260.00	\$156.00	NA	\$52.00	\$26.00	\$0.00
Malibu New Gym (3 courts), practice	\$120.00	\$72.00	NA	NA	\$12.00	\$0.00
Malibu New Gym (3 courts), game	\$180.00	\$108.00	NA	NA	\$18.00	\$0.00
Malibu New Gym, event	\$360.00	\$216.00	NA	NA	\$36.00	\$0.00
Samohi, North Gym (1 court), practice	\$120.00	\$72.00	NA	NA	\$12.00	\$0.00
Samohi, North Gym (1 court), game	\$180.00	\$108.00	NA	NA	\$18.00	\$0.00
Samohi, North Gym, event	\$360.00	\$216.00	NA	NA	\$36.00	\$0.00
Samohi, South Gym (3 courts), practice	\$98.00	\$58.80	\$39.20	\$19.60	\$9.80	\$0.00
Samohi, South Gym (3 courts), game	\$145.00	\$87.00	NA	\$29.00	\$14.50	\$0.00
Samohi, South Gym, event	\$360.00	\$216.00	NA	\$72.00	\$36.00	\$0.00
Samohi, North Gym Wrestling Room	\$115.00	\$69.00	NA	\$23.00	\$11.50	\$0.00
Samohi, South Gym Dance Room	\$90.00	\$54.00	NA	\$18.00	\$9.00	\$0.00

Sports Fields, Playgrounds, Courts	RATE A	RATE B	RATE C	RATE D	RATE E	
	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	
Samohi, West Field (Football / Lacrosse / Soccer)	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Samohi, West Field (Track Included), Event	\$300.00	\$180.00	NA	NA	NA	\$0.00
Samohi, Sealy Field (Baseball & Softball)	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Samohi, Sealy Field (Softball Only)	\$100.00	\$60.00	NA	\$20.00	NA	\$0.00
Samohi, Sealy Field Batting Cages	\$60.00	\$36.00	NA	\$12.00	NA	\$0.00
Samohi, Sealy Field, Event	\$300.00	\$180.00	NA	NA	NA	\$0.00
Malibu HS, Main Field (Football / Lacrosse / Soccer)	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Malibu HS, Main Field (Track Included) Event	\$300.00	\$180.00	NA	NA	NA	\$0.00
Malibu HS, Baseball/Softball Fields	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Malibu HS, Upper Auxiliary Field	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00
Malibu HS, Lower Auxiliary Field	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00
Adams MS, North Field, Soccer*	\$100.00	\$60.00	NA	\$20.00	NA	\$0.00
Adams MS, South Field, Football/Soccer*	\$100.00	\$60.00	NA	\$20.00	NA	\$0.00
Adams MS, South Field, Softball/Baseball*	\$100.00	\$60.00	NA	\$20.00	NA	\$0.00
Adams MS, All Fields, Event	\$350.00	\$210.00	NA	NA	NA	\$0.00
Lincoln MS, Field, Football/Soccer	\$120.00	\$72.00	NA	\$24.00	NA	\$0.00
Lincoln MS, Field (Track Included), Event	\$300.00	\$180.00	NA	NA	NA	\$0.00
Elementary Playfield w/ restrooms	\$80.00	\$48.00	NA	\$16.00	\$8.00	\$0.00
Elementary Outdoor Court w/ restrooms	\$30.00	\$18.00	NA	\$6.00	\$3.00	\$0.00
Samohi, Outdoor Court, per court	\$30.00	\$18.00	NA	\$6.00	\$3.00	\$0.00
Malibu HS, Outdoor Court, per court	\$30.00	\$18.00	NA	\$6.00	\$3.00	\$0.00
Lincoln MS, Outdoor Court, per court	\$30.00	\$18.00	NA	\$6.00	\$3.00	\$0.00
Adams MS, Outdoor Court, per court	\$30.00	\$18.00	NA	\$6.00	\$3.00	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$50.00	\$30.00	NA	\$30.00	NA	\$0.00

Running Track (Track events must include field)

	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
Samohi, practice*	\$60.00	\$36.00	NA	\$12.00	NA	\$0.00
Samohi, meet* (Includes Infield, Jumps, and Shotput)	\$180.00	\$108.00	NA	\$36.00	NA	\$0.00
Malibu HS, practice	\$60.00	\$36.00	NA	\$12.00	NA	\$0.00
Malibu HS, meet (Includes Infield, Jumps, and Shotput)	\$180.00	\$108.00	NA	\$36.00	NA	\$0.00
Lincoln MS, practice	\$50.00	\$30.00	NA	\$10.00	NA	\$0.00
Lincoln MS, meet (Includes Infield)	\$150.00	\$90.00	NA	\$30.00	NA	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$40.00	\$30.00	NA	\$30.00	NA	\$0.00

Tennis Courts

	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
Samohi, Practice and Recreational Play, per court	\$10.00	\$6.00	NA	\$2.00	NA	\$0.00
Samohi, Tournament or Private Instruction, per court	\$25.00	\$15.00	NA	\$5.00	NA	\$0.00
Malibu HS, Practice and Recreational Play, per court	\$10.00	\$6.00	NA	\$2.00	NA	\$0.00
Malibu HS, Tournament or Private Instruction, per court	\$25.00	\$15.00	NA	\$5.00	NA	\$0.00
Adams MS, Practice and Recreational Play, per court	\$10.00	\$6.00	NA	\$2.00	NA	\$0.00
Adams MS, Tournament or Private Instruction, per court	\$25.00	\$15.00	NA	\$5.00	NA	\$0.00

Swimming Pools, w/access to locker rooms and restrooms

	RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
	Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
SAMOHI POOL, 50 M All Lanes, Practice and Rec	\$360.00	\$216.00	N/A	\$72.00	N/A	\$0.00
SAMOHI POOL, 50 M All Lanes, Meet and Game	\$500.00	\$300.00	N/A	\$100.00	N/A	\$0.00
SAMOHI POOL, 50 M Per Lane, Practice (2 lane minimum)	\$60.00	\$36.00	N/A	\$12.00	N/A	\$0.00
SAMOHI POOL, 25 M All Lanes, Practice and Rec	\$200.00	\$120.00	N/A	\$40.00	N/A	\$0.00
SAMOHI POOL, 25 M All Lanes, Meet and Game	\$300.00	\$120.00	N/A	\$60.00	N/A	\$0.00
SAMOHI POOL, 25 M Per Lane, Practice (2 lane minimum)	\$40.00	\$24.00	N/A	\$8.00	N/A	\$0.00

Lincoln MS (6 lanes), for Practice and Recreational Swim, per hour	\$138.00	\$82.80	NA	\$27.60	\$13.80	\$0.00
Lincoln MS (3 lanes), for Practice and Recreational Swim, per hour	\$80.00	\$48.00	NA	\$16.00	\$8.00	\$0.00
Lincoln MS (7 lanes), for Swim Meets and WP Games, per hour	\$184.00	\$110.40	NA	\$36.80	\$18.40	\$0.00
Malibu HS (8 lanes), for Practice and Recreational Swim, per hour	\$138.00	\$82.80	NA	\$27.60	NA	\$0.00
Malibu HS (4 lanes), for Practice and Recreational Swim, per hour	\$80.00	\$48.00	NA	\$16.00	NA	\$0.00
Malibu HS (2 lanes), for Practice and Recreational Swim, per hour	\$60.00	\$36.00	NA	\$12.00	NA	\$0.00
Malibu HS (8 lanes), for Swim Meets and WP Games, per hour	\$184.00	\$110.40	NA	\$36.80	NA	\$0.00

Bullpen & Batting Cages

Per Batting Cage

Per bullpen

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$40.00	\$24.00	NA	\$8.00	NA	\$0.00
\$60.00	\$36.00	NA	\$12.00	NA	\$0.00

Quad Rental (events)

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$360.00	\$216.00	NA	\$72.00	NA	\$0.00

Parking (EVENT PARKING)

Event Parking, per space (permitted times)

Parking for Filming, per space (permitted times)

RATE A	RATE B	RATE C	RATE D	RATE E	RATE F
Commercial	Direct	Community Meeting 1	Basic	Community Meeting II & After School	Affiliate
\$10.00	\$10.00	NA	\$10.00	NA	\$0.00
\$20.00	\$20.00	NA	\$20.00	NA	\$0.00

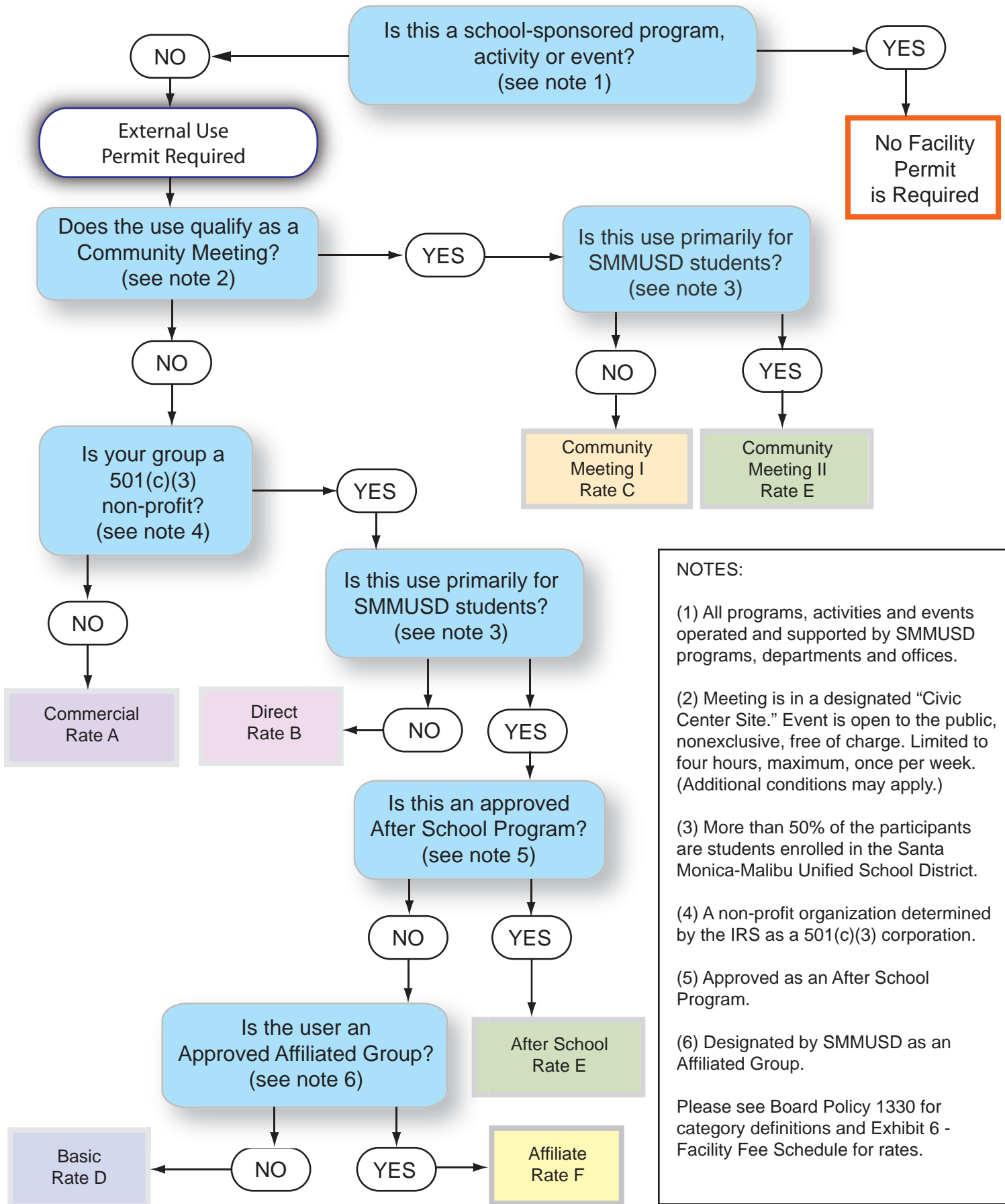
AUDITORIUMS / CAFETERIUMS	RATE A		RATE B		RATE D		RATE C & E		RATE F	
	Commercial		Direct		Basic		Community Meeting 1 & 2 Afterschool		Affiliate	
	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	4 Hour MAX		Performance	Rehearsal
Elementary, Full Day (12 hours)	\$1,462.00	\$877.20	\$1,169.60	\$701.76	\$877.20	\$526.32	NA	NA	\$0.00	\$0.00
Elementary, 1/2 Day (6 hours)	\$1,023.00	\$613.80	\$818.40	\$491.04	\$613.80	\$368.28	NA	NA	\$0.00	\$0.00
Lincoln MS, Full Day (12 hours)	\$2,783.00	\$1,669.80	\$2,226.40	\$1,335.84	\$1,669.80	\$1,001.88	NA	NA	\$0.00	\$0.00
Lincoln MS, 1/2 Day (6 hours)	\$1,948.00	\$1,168.80	\$1,558.40	\$935.04	\$1,168.80	\$701.28	NA	NA	\$0.00	\$0.00
JAMS PAC THEATER ONLY, Full Day	\$5,194.00	\$3,116.40	\$4,155.20	\$2,493.12	\$3,116.40	\$1,869.84	NA	NA	\$0.00	\$0.00
JAMS PAC THEATER ONLY, HALF DAY	\$3,653.00	\$2,191.80	\$2,922.40	\$1,753.44	\$2,191.80	\$1,315.08	NA	NA	\$0.00	\$0.00
JAMS PAC COMPLEX (Theater, Studio, Quad, Ticketing) FULL DAY	\$6,572.00	\$3,943.20	\$5,257.60	\$3,154.56	\$3,943.20	\$2,365.92	NA	NA	\$0.00	\$0.00
JAMS PAC COMPLEX (Theater, Studio, Quad, Ticketing) HALF DAY	\$4,600.00	\$2,760.00	\$3,680.00	\$2,208.00	\$2,760.00	\$1,656.00	NA	NA	\$0.00	\$0.00
JAMS Performance Studio (FULL DAY)	\$1,462.00	\$877.20	\$1,169.60	\$701.76	\$877.20	\$526.32	NA	NA	\$0.00	\$0.00
JAMS Performance Studio (1/2 day)	\$1,023.00	\$613.80	\$818.40	\$491.04	\$613.80	\$368.28	NA	NA	\$0.00	\$0.00
JAMS Performance Quad (FULL DAY)	\$848.00	\$508.80	\$678.40	\$407.04	\$508.80	\$305.28	NA	NA	\$0.00	\$0.00
JAMS Performance QUAD (1/2 Day)	\$593.00	\$355.80	\$474.40	\$284.64	\$355.80	\$213.48	NA	NA	\$0.00	\$0.00
Malibu HS, Full Day	\$2,075.00	\$1,245.00	\$1,660.00	\$996.00	\$1,245.00	\$747.00	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,452.50	\$871.50	\$1,162.00	\$697.20	\$871.50	\$522.90	NA	NA	\$0.00	\$0.00
Barnum Hall, Full Day (Barnum Hall)	\$3,910.00	\$2,346.00	\$3,128.00	\$1,876.80	\$2,346.00	\$1,407.60	NA	NA	\$0.00	\$0.00
Samohi HS, 1/2 Day (Barnum Hall)	\$2,737.00	\$1,642.20	\$2,189.60	\$1,313.76	\$1,642.20	\$985.32	NA	NA	\$0.00	\$0.00

AMPHITHEATRES	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal	Performance	Rehearsal
Samohi (Greek), Full Day	\$4,876.00	\$2,925.60	\$3,900.80	\$2,340.48	\$2,925.60	\$1,755.36	NA	NA	\$0.00	\$0.00
Samohi (Greek), 1/2 Day	\$3,413.00	\$2,047.80	\$2,730.40	\$1,638.24	\$2,047.80	\$1,228.68	NA	NA	\$0.00	\$0.00
Malibu HS, Full Day	\$1,706.00	\$1,023.60	\$1,364.80	\$818.88	\$1,023.60	\$614.16	NA	NA	\$0.00	\$0.00
Malibu HS, 1/2 Day	\$1,194.00	\$716.40	\$955.20	\$573.12	\$716.40	\$429.84	NA	NA	\$0.00	\$0.00

FILMING	Commercial Rate		Small Crew (<20 ppl / <6 hours)		Mini Film/Photo
	Filming	Prep	Filming	Prep	< 3 hrs, < 6ppl
Full Day (school NOT in session)	\$4,876.00	\$3,175.00	N/A	N/A	N/A
Full Day (school IN session)	\$5,485.00	\$3,572.00	N/A	N/A	N/A
Half Day (school NOT in session)	\$2,996.00	\$2,097.00	\$2,132.00	\$1,492.00	\$862.00
Half Day (school IN session)	\$3,572.00	\$2,500.00	N/A	N/A	N/A
Additional Location Bump	\$550.00	\$300.00	\$250.00	\$125.00	N/A
SMMUSD does not have Non-profit or Student film rates					NO PARKING
FULL DAY = up to 12 hours; HALF DAY = up to 6 hours; inclusive (walk in to walk out) Overtime Rate for over 12 hours is 15% of rental rate per hour and all staff fees are doubled					

What's My Category and Rate?

Exhibit A



NOTES:

(1) All programs, activities and events operated and supported by SMMUSD programs, departments and offices.

(2) Meeting is in a designated "Civic Center Site." Event is open to the public, nonexclusive, free of charge. Limited to four hours, maximum, once per week. (Additional conditions may apply.)

(3) More than 50% of the participants are students enrolled in the Santa Monica-Malibu Unified School District.

(4) A non-profit organization determined by the IRS as a 501(c)(3) corporation.

(5) Approved as an After School Program.

(6) Designated by SMMUSD as an Affiliated Group.

Please see Board Policy 1330 for category definitions and Exhibit 6 - Facility Fee Schedule for rates.

**City of Malibu and Santa Monica-Malibu Unified School District
2022-2024 Master Facility Use Agreement
Proposed Seasonal Facility Use Calendar**

Summer Proposed Facility Use (Mid-June through Mid-August)

City Summer Day Camps - Malibu High School, Tennis Courts

Monday - Thursday, 9:00 AM - 12:00 PM

City Summer Day Camps - Malibu High School, Small Gymnasium

Monday - Thursday, 10:00 AM - 1:00 PM

City Aquatic Programs - Malibu Community Pool

Saturdays and Sundays, 9:00 AM - 3:00 PM

Monday - Friday, 11:00 AM - 8:00 PM

Community Use (General) - Malibu Elementary School, Field

Saturdays and Sundays, 8:00 AM - 1:00 PM

Fall Proposed Facility Use (Mid-August through the end of November)

City Adult Basketball - Malibu High School, Small Gymnasium

Wednesdays, 6:00 PM - 8:00 PM

City Middle School Volleyball - Malibu High School, Small Gymnasium

Mondays and Wednesdays, 4:00 PM - 5:30 PM

City Tennis Classes - Malibu High School, Tennis Courts (Quantity- 2)

Saturdays, 8:00 AM - 1:00 PM

City Aquatic Programs - Malibu Community Pool

Saturdays and Sundays, 9:00 AM - 3:00 PM

Mondays - Thursdays, 5:30 PM - 8:30 PM

Fridays, 4:30 PM – 8:30 PM

City Afterschool Programs with Boys and Girls Club of Malibu - Webster Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

City Afterschool Programs with Boys and Girls Club of Malibu – Malibu Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

Community Use (General) - Malibu Elementary School, Field

Saturdays and Sundays, 8:00 AM - 1:00 PM

Winter Proposed Facility Use (December through February)

City Adult Basketball - Malibu High School, Small Gymnasium

Wednesdays, 6:00 PM - 8:00 PM

City Youth and Middle School Basketball League - Malibu High School, Small Gymnasium

Fridays, 4:00 PM - 9:00 PM

Saturdays, 8:00 AM - 8:00 PM

City Youth and Middle School Basketball League- Malibu High School, Outdoor Basketball Courts

Monday - Friday, 3:00 PM - 5:00 PM

City Tennis Classes - Malibu High School, Tennis Courts (Quantity- 2)

Saturdays, 8:00 AM - 1:00 PM

City Aquatic Programs - Malibu Community Pool

Saturdays and Sundays, 9:00 AM - 3:00 PM

Mondays - Thursdays, 5:30 PM - 8:30 PM

Fridays, 4:30 PM – 8:30 PM

City Youth Basketball League- Webster Elementary School, Outdoor Basketball Courts

Monday - Friday, 3:00 PM – 5:00 PM

City Youth Basketball League- Malibu Elementary School, Outdoor Basketball Courts

Monday - Friday, 3:00 PM - 5:00 PM

City Afterschool Programs with Boys and Girls Club of Malibu - Webster Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

City Afterschool Programs with Boys and Girls Club of Malibu – Malibu Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

Community Use (General) - Malibu Elementary School, Field

Saturdays and Sundays, 8:00 AM - 1:00 PM

Spring Proposed Facility Use (March through Mid-June)

City Adult Basketball - Malibu High School, Small Gymnasium

Wednesdays, 6:00 PM - 8:00 PM

City Middle School Volleyball - Malibu High School, Small Gymnasium

Mondays and Wednesdays, 4:00 PM - 5:00 PM

City Tennis Classes - Malibu High School, Tennis Courts (Quantity- 2)

Saturdays, 8:00 AM - 1:00 PM

City Aquatic Programs - Malibu Community Pool

Saturdays and Sundays, 9:00 AM - 3:00 PM

Mondays - Thursdays, 5:30 PM - 8:30 PM

Fridays, 4:30 PM – 8:30 PM

City Afterschool Programs with Boys and Girls Club of Malibu - Webster Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

City Afterschool Programs with Boys and Girls Club of Malibu – Malibu Elementary School, Outdoor Court or Upper Field (varies by program)

Tuesday - Thursday, 3:00 PM - 4:00 PM

Community Use (General) - Malibu Elementary School, Playfield and Restrooms

Saturdays and Sundays, 8:00 AM - 1:00 PM

City Staff will provide updated seasonal facility use calendars to the SMMUSD Facility Permits Office. All scheduling and facility use will be dependent on SMMUSD facility availability, facility conditions, weather, and program enrollment.



Community Relations

E 1330

USE OF SCHOOL FACILITIES

Exhibit 1

Facility Permit Procedure Manual

School facilities are primarily for school programs and activities. The Board of Education also encourages and authorizes the use of school facilities by outside organizations and community groups when such use does not interfere with school functions. The Facility Use Department coordinates and permits the use of school district facilities to all outside groups. These rules of use apply to all Facility Permits. There are additional rules that accompany filming and the use of theaters, kitchens, and athletic facilities.

The Facility Permit Office is part of the Facility Use Department. The department is a function of the Business Services Office. It supports all outside facility use of District property. This includes the following four areas:

- *Theater Operations* manages Filming, Large Special Events and Theater Use. This part of the office supports student productions, District events and News/PSA/Document filming of students.
- *Facility Permits* issues and manages permits for community and commercial groups to use all other facilities. These include cafeterias, libraries, classrooms, gyms, pools, fields, etc. This office supports the facility use of Affiliated Groups, such as PTAs, Booster Clubs and the Education Foundation. This is the Civic Center Use part of the Department.
- *Joint Use* coordinates and supports the joint use of facilities by the Cities of Santa Monica and Malibu and of Santa Monica College. We administer the Santa Monica Playground Partnership, Upper CREST Program, Middle School Programs and Samohi Athletic Joint Use, along with the Malibu Athletic Facility Use and Camps and the Equestrian Park.
- *Lease* supports the Business Office in the management of leased properties.

The mission of the department is to make facilities available for use by outside groups to generate revenue that is used to maintain these facilities and to encourage positive civic center and community experience of our facilities.

I. Rental Procedures

All external groups must obtain a permit from the Facility Permit Office to use District facilities. To obtain a permit:

- **AVAILABILITY:** Please fill out an Availability Request Form and return it to Facility Permit office by email (facilitypermits@smmusd.org), fax (310-255-7992) or mail (Attn: Facility Permits, 601 Pico Blvd., Santa Monica, CA 90405.) The Availability Request Form will be sent by our office to the Site Principal or Administrator to determine if the facility is available on the date and time of your request.
- **RULES OF USE:** Please review the Rules of Use for Facilities when considering the use of school facilities. There are policies and regulations such as the State law prohibiting the use of tobacco and alcohol on school sites that you need to be aware of and be willing to abide by.
- **ESTIMATE:** If the facility is available, our office will send you a rough estimate of costs. The estimate will include applicable rental fees, personnel costs, the applicable permit fee, and equipment charges. The estimate is sometimes revised due to changes in the rental requirements or demands of the school site.
 - All organizations are required to pay applicable permit fees and any direct personnel costs.
 - To determine your rental and permit fees use the Rate Flow Chart
 - Permit Fees are based on the approved Facility Fee Schedule.
- **RENTAL AGREEMENT:** If you choose to proceed, the Permit Office develops a Rental Agreement and Invoice for the permit. Please review the Sample Rental Agreement and applicable Riders: Athletic Facilities; Cafeteria/Kitchen; Filming; Theater; Theater/Filming.
- **SUBMIT DOCUMENTS:** To complete the permit, you will need to provide the following items to the Permit Office:
 - Signed agreement – It must be signed by an authorized representative of your group.
 - Check for Rental Fee and Estimate of Services
 - Check for Security Deposit – A refundable Security Deposit is required as part of this Agreement. The amount will be determined based on the rental.
 - Insurance Certificate - The potential user must present an Insurance Certificate of General Liability, Professional Liability including sexual misconduct, and Owned and Non-Owned Automobile Liability insurance used in the performance of service(s) by Applicant of at least \$1,000,000 combined single limit and \$2,000,000 aggregate that names the District as additionally insured.
 - If your group does not have Liability Insurance, please ask about the Alliance of School for Cooperative Insurance Programs (ASCIP) Tenant Users Liability Insurance Program (T.U.L.I.P.).
 - Non-Profit – Non-Profit Organizations must present their Letter of Determination from the IRS to receive the lower Non-Profit rates.
- **FACILITY USE PERMIT:** When above documents are received, the Director of Facility Use will sign the rental agreement and issue a Rental Permit. You must have a copy of the Facility Permit with you while you are on the facility. Facility use is not approved until a completed permit is issued by the Facility Permit Office.

II. Division of Revenue with Sites

Permit fees will be split between the Facility Use Department and the School Site where the permit is assigned. Sixty percent (60%) of the rental fee will be allocated to a school site's Facility Permit Account. The remaining forty percent (40%) will be allocated to the Facility Use Department to recompense staffing associated with permitting and to compensate for materials, repairs and refurbishments.

School Sites will be allocated the portion of facility multiple times per year:
Budget lines will be adjusted based on this revenue.

These allocations and change in budget occurs three times per year:

The Facility Use Department will retain 100% of the rental fees for Barnum Hall and the Memorial Open-Air Theater (the Greek) at Santa Monica High School, the auditorium at Malibu High School and John Adams Middle School Auditorium to compensate for technical theater staffing support.

Facility Permit Rental Fees are allocated to maintain the physical integrity of the school. This means the funds are to be used to maintain and enhance the physical spaces of school sites, especially those used for facility permit and joint use. Funds can also be used for facility supplies and personnel. The funds should not be used for academic needs or equipment and personnel to support academic needs.

According to SB 1404 that revised the Civic Center Act, the use of Facility Permit funds is limited to non-classroom space and school grounds.

Please remember a Project Request Form must be filled out for any temporary or permanent physical changes to a District facility. This includes, but is not limited to, Adding/Removing Equipment, Structural or Site Alteration or Facility/Grounds Enhancement. This aids the affected sites and departments in supporting positive changes.

Examples

1. Custodial Supplies: Any Paper Stock, Lights, and Tools
2. Custodial Equipment: Floor Equipment - Extractors, Strippers, Wet or Dry Vacuums, Auto Scrubber's Pressure Washer
3. Gardening/Landscaping Supplies: Water Hoses, Trash Cans, Hand Tools
4. Sports Equipment: Volleyball/Basketball Nets, Balls
5. Event Equipment and Furniture: Bleachers, Tables, Chairs, Stanchions
6. Event technology: Sound systems, stage lighting, stage curtains
7. Paint - touch up and repair or new paint
8. Replace Equipment or purchase new Facility Equipment
9. Salaries and benefits for staff used for permits NOT covered by District M&O

III. Rules of Use for Facilities

These rules of use apply to all Facility Permits. User Groups must acknowledge with an authorized signature they have received and agree to abide by these rules. There are additional rules that accompany filming and the use of theaters, kitchens, and athletic facilities.

Rules of Use for Facilities

Any exception to these Rules of Use must be approved in writing, in advance. Violations will be grounds for cancellation of the permit and removal of all users from the premises.

1. You must comply with all State and local fire, health, and safety laws.
2. You are responsible for informing your staff of these Rules of Use and ensuring their enforcement.
3. The number of people in a facility must not exceed the approved capacity.
4. No smoking anywhere on campus (by State law).
5. No alcohol, intoxicants, hallucinatory drugs, or narcotics may be present on campus. Alcohol may only be sold or consumed on District property with written authorization from the Superintendent or designee. See procedures for the sale and consumption of alcohol in Section 8.
6. No animals are allowed on campus, except officially sanctioned service animals.
7. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried.
8. Small directional signs may be used. They must be put up using **blue painter's tape**. *No duct tape or scotch tape*. All signs, tape, and cable ties must be removed after your event.
9. The sale of all items must be approved in advance by the Facility Use Department.
10. Vehicles must be driven in driveways and parked in parking spaces *only*. Fire lanes *must* be kept clear at all times. Parking is at your own risk and is *not guaranteed to be available*.
11. There are to be no physical changes made to facilities or equipment.
12. All payments are made to the Facility Use Department. *No money should ever be paid directly to any school personnel for services rendered.*
13. You will have exclusive use of the facilities you've rented. However, other facilities on campus may be in use at the same time.
14. Events may not exclude any person on the basis of race, religion, creed, national origin, ancestry, gender, or sexual orientation.

The following procedures for use of facilities apply to all permit use. Any use contrary to or in violation of any law, or of these rules and regulations, shall be grounds for cancellation of the permit and for removing the users from the property and may be grounds for barring such individual, group or organization from further use of the facilities of this district.

1. General

- 1.1. Any use of school facilities shall comply with all State and local fire, health and safety laws. Persons or groups to whom permits, leases or other authorizations for the use of

school property are granted shall insure that all activities carried on, all equipment used or placed upon school property and all foods or other items of personal property used or distributed shall comply with applicable State and local fire, health and safety laws and regulations.

- 1.2. Any organization granted use of a District facility shall not deny the use of the facility to any person because of their race, religion, creed, national origin, ancestry, gender or sexual orientation.
- 1.3. The District ensures Licensee's exclusive use of the Facilities listed on the invoice during the term. However, the District retains the exclusive right to use all other buildings, facilities and equipment on the Property concurrent with the Licensee's use of the Facilities. Licensee hereby agrees and acknowledges that the District makes no representation or warranty that other use of the Property will not interfere with any aspect of Licensee's use of the Facilities.
- 1.4. The Facility Permit Office may require individuals or organizations to submit, in writing, the nature and purpose of the organization and the nature and purpose of the proposed use. Such information may be in addition to information requested on the Availability Request for Facilities form and may be considered an additional District application requirement.
- 1.5. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization.
- 1.6. School premises shall not be used by any person or group as a political campaign headquarter.
- 1.7. District offices shall assume no responsibility for mail or deliveries for a non-school group. The use of school telephones, internet access, fax and copy machines along with other communication equipment will be limited to permission from the Director of Facility Use or his/her designee,
- 1.8. Items offered for sale, including food and concessions, must be approved in advance by the Facility Permit Office. Items not pre-approved may be removed from sale at the discretion of the Director of Facility Use or his designees. An additional permit for the sale of food may be required by the county health office.
- 1.9. Access and use of onsite Parking is not guaranteed unless included in the signed agreement. The District needs and activities take precedence in parking over facility use permits.

2. What Not To Do (Proscriptions)

- 2.1 Smoking is not permitted on school property by state law.
- 2.2. There shall be no use of intoxicants, hallucinatory drugs or narcotics in or about the school premises. Alcohol may only be sold or consumed on District property with written authorization from the Superintendent or designee. See procedures for the sale and consumption of alcohol in Section 8.
- 2.3. There shall be no fighting or gambling in or about the school premises.

- 2.4. No dogs or other animals are allowed on campus. Service animals are allowed *only* if they are aiding disabled persons and are trained to perform a duty specifically in support of that person's disability. Exceptions for artistic and creative use must be approved by the Director of Facility Use in writing prior to the event.
- 2.5. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried. Exceptions must be approved by the Director of Facility Use in writing prior to the event.

3. Financial

- 3.1. All payments are to be made to the Facility Permit Office. No money should ever be paid directly to any school personnel for services rendered. No gratuities shall be offered to school personnel nor shall school personnel accept gratuities from a Licensee.
- 3.2. An application fee and security deposit payment may be required prior to use of the facilities. Any fees associated with the permit must be paid to the Permit Office five (5) business days prior to the event. If overtime or additional services are required beyond those included in the initial charge, the Licensee will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days on invoice.
- 3.3. All rental fees and an estimate of services must be paid prior to the event. The following payment schedule will be followed:
 - 3.3.1. The event is contracted a month or less prior to the event: The entire Rental Fee and estimate of services is due upon signing of this agreement.
 - 3.3.2. The event is contracted from one to three months prior to the event: One half of the Rental Fee and estimate of services is due upon signing of the agreement. The second half of the Rental Fee and estimate of services must be received five business days prior to the commencement of the Term.
 - 3.3.3. The event is contracted more than three months prior to the event: One third of the Rental Fee and estimate of services is due upon signing of the contract. The second third of the Rental Fee and estimate of services must be received one month prior to the event. The final third of the Rental Fee and estimate of services must be received five business days prior to the event.
 - 3.3.4. Ongoing regular events: The renter will be billed on the fifteenth of each month. Payment must be received prior to the beginning of the next month.
- 3.4. The Director of Facility Use will set the fee at the time of application for any facilities not included in the Schedule of Charges.
- 3.5. In Kind Contributions in exchange for facility fees must be pre-approved in writing prior to signing the agreement. In kind Contributions are approved on a case by case basis.

- 3.6. The Licensee may terminate this agreement at any time. In such an event, all rental fees previously paid by Licensee to the District shall be deemed non-refundable and shall be retained by the District.

4. Schedules and Personnel

- 4.1. District personnel must be on site for all Facility Permits. If an event results in staff overtime costs the Licensee shall pay the direct cost of the services to the District in addition to the rental fee if applicable.
- 4.2. Facilities will be opened and closed at the times detailed in the signed facility use agreement. Changes must be approved in writing and may result in additional charges.
- 4.3. Licensee may only use the structures, rooms or spaces detailed in the signed facility use agreement. Additional use must be contracted with a separate agreement or rider and will be available at the discretion of the Director of Facility Use or his designees. Additional fees may apply.
- 4.4. Organizations permitted to use only outside school grounds and athletic fields will not automatically be provided with restrooms or other building facilities unless requested in writing. If such a request results in overtime costs, the organization shall pay direct costs.
- 4.5. In extreme circumstances, any approved Permit for Use of School Facilities may be revoked without previous notice where need of the property for public school purposes has subsequently developed. In this case, the District will notify the Licensee as soon as possible and will endeavor to assist the Licensee to find a suitable alternative location or date.
- 4.6. District equipment that requires an operator must be operated by district personnel. Licensees with appropriate skills may be authorized to operate district equipment at the discretion of the Facility Permit Office. All equipment and facilities to be used must be listed on the Application. Arrangements will be made by the District for trained personnel to operate District equipment, i.e., public address system, projectors, theater equipment etc. School equipment is not to be loaned or rented for use outside of school property.
- 4.7. The District evaluates security personnel needs for each use. The hiring of District security personnel may be required for any activity with a large number of participants or spectators. All security staff, when requested by the Applicant and/or required by the District, shall be provided by the District. The organization is bound by the determination of the District and is responsible for District personnel salaries in addition to the basic rental fee, if applicable.
- 4.8. District staff assigned to permits, including site reps, are the licensee's primary contact for any issue related to the permit. Licensees should refer to the site rep or district staff for any desired communication with other permit groups, school staff or students.

5. Care of the Facilities

- 5.1. Licensee shall not make, or cause to be made, any alterations, additions or improvements to or of Premises, or any part of equipment thereof, without prior written consent from the Director of Facility Use. No structures may be erected or assembled

nor may any electrical, mechanical, or other equipment be brought thereon unless written approval has been obtained from the Facility Permit Office.

- 5.2. Any breakage, damage or loss of District property, beyond reasonable wear and tear, shall be paid for by the using organization even though such breakage, damage or loss is caused by spectators or observers who are not official members of the organization. The supervision of the organization should be sufficient to protect school property against all losses as a result of the activity. Cost of any loss shall be established by the Facility Permit Office and a proper invoice submitted to the responsible organization. Failure to pay for such damage promptly shall be grounds for refusal of future applications.
- 5.3. Groups must observe the ordinary rules of cleanliness and shall not leave any facility littered with paper or trash. If facilities are left littered and unsanitary, the using organization will be invoiced for the cost necessary to clean the facility.
- 5.4. School furniture or apparatus, including directional signs, may not be removed or displaced without permission from and under the supervision of the school district employee supervising the activity.
- 5.5. All Temporary Banners and Signage must adhere to the Signage procedure. Any small directional or informational signs needed for your event may be taped up using *blue painter's tape only*. Duct tape, scotch tape, and other types of tape are not to be used. All signs and tape need to be removed immediately and completely by the licensee after the event. Banners may be hung, with prior approval, using zip ties. Banners and zip ties must be removed immediately after your event.
 - 5.5.1 Decorations and signs must be flameproof and erected in such a manner as to not damage District property and must be removed immediately following the event or the organization will be charged extra labor fees. Decorations are not permitted on any painted surface nor hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.
- 5.6. Licensees are not allowed to store items at the sites unless authorized in writing by the Facility Permit Office. When permitted, an additional fee might apply. Permission to store items on site must be renewed with each permit. The District is not responsible for safety and security of renter's property brought on or stored on site.

6. Safety

- 6.1. Licensee is responsible for preservation of order and enforcement of all regulations pertaining to the use of District facilities by all individuals on site for the permit.
- 6.2. The number of people present shall not exceed the posted seating capacity for the building. This is a Fire Regulation.
- 6.3. Vehicles must travel and park in approved areas, following all posted regulations. Fire lanes must be kept clear at all times. No driving on grass, sidewalks, playing fields, basketball courts, tracks or other pedestrian areas.
- 6.4. All juvenile organizations or groups seeking use of school premises must have adequate adult supervision. Sponsors and supervisors of such groups shall at all times exercise

control and maintain a high standard of conduct with all members of the group. The school district may require an organization to provide adequate security to maintain control and safeguard property.

- 6.5. Firearms may not be brought onto campus or within the Gun-Free School Zone, unless allowed under Penal Code 626.9.

7. Legal

- 7.1. Licensee shall not voluntarily, or by operation of law, assign or transfer this Rental Agreement or any interest therein, and shall not sublet Premises or any part thereof without the District's prior consent.
- 7.2. In the event that Premises are unavailable for use due to partial or total destruction, acts of nature, strikes, action by governmental agencies, force majeure or for any other reason beyond the exclusive reasonable control of the District, the District shall have the right to terminate this Agreement by refunding all deposits due Licensee. If possession or use of the facility has begun, the rental and other charges shall be prorated.
- 7.3. In the event that either party shall retain the service of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the costs of corporate staff counsel, and interest thereon at the prevailing legal rate.
- 7.4. Subject to the terms and conditions of this Agreement, if the Licensee fails to perform any material term or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues after delivery of written notice from the District to the Licensee, the District may, at its option and without any further demand, terminate this Agreement and/or exercise any other right or remedy available at law or in equity.
 - 7.4.1. Notwithstanding, the Director of Facility Use or designee has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the facility.
 - 7.4.2. If the Licensee is in occupancy of the Facilities upon termination of this Agreement, the Licensee shall promptly vacate the Facilities and the Property and shall forfeit all rights under this Agreement including any rights to monies due to, from or paid to the District in the form of use fees, rents, charges, and/or deposits.
- c. In no event shall the District be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by the Licensee, whether in connection with the Event or otherwise, as result of such termination.
- 7.5. The District shall not be subject to legal action or liable for damages in the event that Licensee is in material default hereunder.

8. Sale and Consumption of Alcohol

The following procedures for the sale and consumption of alcohol apply to all facility use. Any sale or consumption of alcohol without written authorization from the Superintendent or

designee and an approved license from the Facility Use Department is strictly prohibited. Any use contrary to or in violation of any law, or of these rules and regulations shall be grounds for cancellation of the permit and for removing the users from the property and may also be grounds for barring such individual(s), group(s) or organization(s) from further use of District facilities.

1. No one under the age of 21 shall be given or allowed to consume alcohol.
2. A secure perimeter must be established for the area where alcohol may be served and consumed.
 - a. This includes Barnum Hall lobby, JAMS Performing Arts Center Performance Studio and Quad, Discovery building rooftop classroom, Greek Theatre, etc.
 - b. Facilities that do not inherently have physical boundaries must be secured with a physical or the appearance of a physical barrier, ie: stanchions, fencing, pipe and drape.
3. Alcohol sales are restricted to certain facilities and times.
 - a. No alcohol will be sold during the school day unless the area is completely isolated from students.
4. A Campus Security Officer must be directly in the area where alcohol is being served.
5. ID checks will be performed on-site. If necessary, special identification could be issued to those over 21 years of age – such as a wristband.
6. A special permit to serve alcohol must be obtained from the Facility Use Department.
7. For alcohol sales, an event license or permit must be obtained for special events through the California Department of Alcoholic Beverage Control.
8. Approved catering or beverage companies must have a certificate of insurance on-file with the Facility Use Department prior to the serving of alcohol.
9. All servers of alcohol must be hired and provided by the approved catering or beverage company.
10. Servers of alcohol shall not also consume alcohol at the event.
11. No alcohol shall be furnished to an obviously intoxicated person.
12. Drinks shall be served in containers no larger than 12 ounces.
13. Non-alcoholic beverages shall be available for consumption at the event.
14. No attendees will be allowed to bring their own alcoholic beverages to the event.
15. No alcohol is to be removed from established and approved area(s).

IV. Procedures for Use of School Cafeterias and Kitchens

The kitchens and cafeterias at the district school sites are integral to providing food and nutrition for our students. The kitchens are managed and the cafeterias utilized by Food and Nutrition Services (FNS). Use of these facilities by outside and school groups will not be allowed to disrupt the work of Food and Nutrition Services. Use of kitchens and cafeterias is allowed and permitted under the following regulations:

1. Cafeteria without Kitchen Use

- 1.1. Cafeterias are multi-purpose spaces used and managed by the school sites. When not in use by FNS, cafeterias are used and scheduled freely for school activities. School sites will work with custodial staff to daily restore the space for FNS use.
- 1.2. Cafeterias are available for permitting by outside groups and are designated as a Civic Center space. Use must be permitted through the Facility Permit office.
- 1.3. School and Facility Permit holders may use sinks and counter spaces in the Kitchens for simple activities such as making coffee or cutting cakes as part of this use. The use of kitchen equipment, tools or supplies is prohibited unless the use of the kitchen is included in the agreement or permit. All kitchen use must follow the regulations below. Unauthorized use of the kitchen facilities will result in a discontinuation of permit and use.

2. Kitchen Use

- 2.1. All use of kitchen facilities, equipment or supplies for cooking and preparation of food must receive special authorization by the Director of FNS. School sites will work directly with FNS for authorization. Permit users will coordinate their use through the Facility Permit office.
- 2.2. A Food Services employee shall be on duty whenever the cafeteria kitchens are being used. At no time is the kitchen to be open for use without a Food Services employee present the full time.
- 2.3. Arrangements shall be made with the Director of FNS by the using organization at least two weeks prior to the function so that an understanding may be reached as to the use of the facility.
- 2.4. The organization using the kitchen shall be responsible for the preparation of the food, the serving of the food and the cleaning of the serving room and kitchen, washing the dishes, pots and pans used, and performing other necessary duties in order to leave the kitchen and premises in the condition in which it was found.
- 2.5. The Food Service employee shall not be expected to take responsibility for the preparation of the food unless the meal is being prepared as a function of FNS. Their duties are primarily to direct, assist, and supervise the proper use of cafeteria equipment and facilities and to assume the responsibility of assuring the facility is left clean and in good order.
- 2.6. Breakage, damage, or loss of equipment shall be paid by the organization using the Food
- 2.7. School Site and Facility Permit users will be charged the direct cost to the district for hiring the Food Service employee as per the agreement with classified staff. There is a three-hour minimum for all employee work calls. When the work exceeds their regular assignment, the employee will be compensated at a rate of one and half times their salary.

- 2.8. School sites will be billed by the FNS Office and will be responsible for compensating the FNS for the costs. Permit users will be invoiced the estimate of use prior to the event by the Facility Permit office. This must be paid in full prior to the event. Any additional costs or damage will be invoiced to the permit user following the event. The security deposit will be returned after the final invoice is paid.
- 2.9. Use of district kitchens will only be allowed on non-school days and on school days between 2:30 p.m. and 9:30 p.m. Exceptions must be authorized in writing by the Director of FNS.
- 2.10. Use of refrigerators must be arranged in advance with the Food Service employee for the space. Requirements of the cafeteria receive first consideration.
- 2.11. Any leftover food and/or beverages belonging to the organization must be removed from the cafeteria site immediately following the function by the using organization. Any leftover food and/or beverages will be discarded by the Food Service employee the following working day.
- 2.12. No home-prepared foods may be sold or served as meals or refreshments on campus during school days. Food may be sold or served on campus only if prepared in our school kitchens under conditions approved by the City or County Health Department or from an approved source.
- 2.13. Commercial caterers may only use Food Service facilities with written permission by the Director of FNS.
- 2.14. FNS will not generally provide catered meals except for school-sponsored events. When FNS prepares or serves catered meals, the school or permit user will be charged the prevailing rate approved by the school district.
- 2.15. No child under fifteen years of age shall be allowed in the kitchen area.
3. Any use contrary to or in violation of any law, or of these rules and regulations, shall be referred to the Director of FNS (and in relation to permit users, the Director of Facility Permits) for consideration and disposition. Abuse of the Cafeterias and Kitchens may be grounds for cancellation of use or permit; for removing the users from the property; and/or may be grounds for barring such individual, group or organization from further use of the facilities of this district.

V. Procedures for Use of Athletic Facilities

Specialized District Physical Education and Athletic facilities include, but are not limited to, all pools, playfields, tracks, playgrounds, gymnasiums, fitness centers, multi-purpose rooms, wrestling rooms, dance rooms, weight training rooms, outdoor athletic courts, tennis courts, shower rooms, locker rooms, associated restrooms/dressing rooms and any other facilities designated as such.

1. Use of these facilities outside of the school day requires either an internal permit for school use and school approved use or a facility permit issued to external users by the Facility Permit Office or one of the authorized joint use partners.
2. An approved/authorized facility permit must be completed and on file prior to scheduling any event on or in any of the Athletic facilities.
3. Athletic Facilities are designated for organized athletic activity only, unless the permit specifies otherwise.
4. When using outdoor facilities, permit holders must refrain from excessive noise or using whistles prior to 8am Monday - Saturday and 9am on Sundays, and avoid unnecessary noise during other times.
5. Permission must be received in writing from the permit supervisor to utilize amplified sound, drums or other instruments.
6. Use of facilities is limited to those identified on the permit during the dates and times indicated and for the stated purpose. Permits are not transferable.
7. Permitted time should include warm-up time if use of the field is desired for warming up players.
8. Any behavior or activity that is determined by the district staff to be unsafe, a violation of park rules or unsportsmanlike conduct is prohibited. Examples of unsportsmanlike conduct include: aggressive, intimidating, abusive or threatening actions, cursing or fighting. The Police may be called and violators may be required to vacate the premises or may be subject to arrest.
9. It is the responsibility of Permit holders to inform visiting teams of these regulations and to insure to the best of their ability their adherence to these rules.
10. Permits may be revoked and/or denied in the future if there is any violation of these rules or any abuse of the privilege of using Athletic facilities or equipment.
11. Field Rules.
 - 11.1. For your safety and the enjoyment of all users, the following are prohibited on all playing fields:
 - Metal cleats (Exception: baseball)
 - Permanent marking materials
 - Animals
 - Bicycles, skateboards or unauthorized vehicles
 - 11.2. In addition to the above, the following are prohibited on artificial turf fields:
 - Food or beverage (except water)
 - Sunflower seeds
 - Chewing gum
 - Tents or shade structure
 - Staked equipment (flags, goals, etc.)
12. Inclement weather field closure procedures:

12.1. Grass Fields – Weekday Process:

- 12.1.1. If there has been inclement weather in the past 48 hours, Facility Management staff will inspect the athletic fields each morning by 11am and decide whether the field will be open for play.
- 12.1.2. Facility Management staff will contact the Facility Permit staff with a decision. Staff will record the decision on the "Field Use Info Line" (310-255-0445) by noon and include the date.
- 12.1.3. Occasionally, further updates may be recorded on the line in the afternoon if weather changes (either begins to rain or has become sunny, and warm causing field conditions to change).
- 12.1.4. Facility Management staff will put up "field closed" signs and take them down as field conditions change.

12.2. Grass Fields – Weekend & Holiday Process:

- 12.2.1. If there is inclement weather within the past 48 hours, the Sports Facility Coordinator will inspect the field in the morning between 7am-9am and decide whether the fields are open for play (note: some fields may be open while others are closed based on weather and drainage conditions).
- 12.2.2. Staff will record the decision on the info line between 9 and 10 am
- 12.2.3. Steps 3-5 remain the same.

12.3. Artificial Turf Fields:

- 12.3.1. Licensee has the option of using the field during inclement weather, providing there is no thunder or lightning.

12.4. Rainouts will result in rescheduling of field use if possible.

13. Swimming Pool Procedures

The following conditions apply to use of district swimming pools located at Santa Monica High School, Malibu High School and Lincoln Middle School:

- 13.1. An appropriate number of lifeguards will be assigned to be on duty during the time period of the permit. Lifeguards will be assigned at a three-hour minimum. Permit Holders assume the costs for Lifeguards.
- 13.2. In the event that the pool is deemed unusable due to contamination or some other health concern, the pool will be closed
 - 13.2.1 If the closure is the responsibility of one of the permit holder's participants, any costs will be charged to the renter.

14 Gymnasium and Dance Studio Procedures

- 14.1. No food, beverages or water (including chewing gum) will be allowed on wood floors in gymnasiums or dance studios.
- 14.2. Licensees are responsible for protecting the wooden courts and studios from damage and abrasions other than expected wear and tear from standard athletic use.
 - 14.2.1. All equipment, including but not limited to tables, chairs, and stanchions, that are placed on a gym/dance studio wooden floor must have non-abrasive bottoms. Mats must cover the floor when there is any expectation of damage. The Director of Facility Use or his/her designee must approve any alterations in this procedure prior to use.
 - 14.2.2. Proper shoes must be worn at all times when using gym or dance studio floors.
 - 14.2.2.1. Gym: Gym or tennis shoes with rubber bottoms, no hard shoes, heels or sandals.
 - 14.2.2.2. Dance: Dance, ballet or tennis shoes.
- 14.3. Gymnasiums must be restored to pre-permit condition at the end of the use. Volleyball nets & poles, scoreboards, stands, custodial equipment and basketball hoops must be restored to their pre-use condition.
- 14.4. User groups will be charged for any damage to District Athletic Equipment caused by hanging on rims/nets, throwing balls at breakable objects or damaging equipment.

VI. General Procedures for Theater, Filming and Special Event Use.

The Santa Monica-Malibu Unified School District (The District) has a number of high-quality Theaters, Auditoriums and Amphitheaters. The District performing arts spaces are managed by the Facility Use Department. The following regulations apply to all use of Theaters and Auditoriums:

- 1. Terms: A reservation of calendar dates shall not be confirmed until an Agreement is fully executed and the Rental Fee and estimate of charges is paid according to the Payment Schedule.
 - 1.1. A "hold" may be placed on the calendar for an upcoming rental prior to completing the rental agreement. If another facility user requests the same day, the organization placing the hold will have 24 hours to secure the date with an appropriate deposit.
 - 1.2. The Full Rental Day is a twelve (12) hour day. If the use extends past (12) hours in a single day, the Licensee will pay an overtime rate of 15% the rental rate per

hour for every hour that exceeds the (12) hours. The Half Day is a six (6) hour day. If the use extends past six hours, the Licensee will be charged the full day rate for all facilities being used.

- 1.3. The Licensee shall have no right to use the Facilities for any purpose whatsoever prior to the commencement date/time or termination date/time specified in this agreement.
2. Insurance: All theater, filming and special events must hold General Public Liability Insurance policies as per the Rental Requirements. The minimum and aggregate amounts will be determined by the use.
3. Use of Facilities: Except as otherwise expressly provided in this Agreement, the District shall not be responsible for the planning, advertising, marketing, setup and preparation of the Facilities, security, public safety services, admissions and admission/credential control, crowd control, speaker, performance or entertainment bookings, catering, food and beverage service, lighting, audio-visual services or any other aspect of the Event. If the Licensee requires such services from the District, the Licensee shall pay to the District all costs and expenses incurred by the District for such work.
 - 3.1. The Licensee shall take all appropriate and necessary actions to protect the Facilities and any personal property or equipment located thereon from damage of any type and shall comply with all requests made by the District with regard to the protection of the Facilities and any personal property or equipment located thereon.
 - 3.2. The Licensee shall leave the Facilities in substantially as good condition as when received with exception for reasonable wear and tear and use. The Licensee shall immediately restore the Facility to its prior condition.
 - 3.3. The Licensee shall remove all sets, structures and other material and equipment from Facilities. Unless otherwise agreed to by the parties in writing, any equipment or furnishings of the Licensee which are left at the Property or Facilities for more than 48 hours after the event, shall be deemed abandoned by the Licensee and may be disposed of or used by the District at its sole and absolute discretion. The Licensee will be responsible for any fees incurred due to the disposal of Abandoned Equipment.
 - 3.4. The Director of Facility Use reserves the right to hold or use up to eight (8) seats which may not be sold. This includes any performance in any District auditorium or theatre. These seats will be used at the discretion of the Director of Facility Use.
4. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: The Licensee shall abide by the following safety requirements:
 - 4.1. The Licensee shall not erect any engine, motor or other machinery on Premises or use any gas, electricity, flammable liquid, candles, or charcoal without prior written approval of the Director of Facility Use or his designated representative. All such devices and effects must be permitted in accordance with all city, county, state and national laws.

- 4.2. As a rule, the Licensee shall not, and shall strictly prohibit, use, exhibit or lighting of fireworks, explosive or open flames (including burning candles) anywhere on the Property. Permission for use will be granted in writing solely by the Director of Facility Use after consideration of all safety concerns and approval by the Fire Department, Police Department or any other required public safety entity.
- 4.3. All Special Effects that have any possibility of injuring any persons or damaging any equipment or facilities must be approved in writing by the Director of Facility Use or his designated representative, whose consent shall be granted at its sole and absolute discretion.
- 4.4. All Electrical connections in the Facility between house-power and equipment exceeding 120v must be approved by the Director of Facility Use and, if necessary, a certified electrician.
- 4.5. The Licensee shall not erect, connect or attach any decorative scenery or other materials to any facilities so as to damage any of the Facilities without the prior written approval of the Director of Facility Use or his designated representative. The Theatre Operations Staff reserves the right to prevent the hanging of materials deemed unsafe in any way.
- 4.6. Any and all scenery or decorative material shall be of a noncombustible type or be suitably treated with a flame retardant as defined in Section 13115 of the Health and Safety Code of the State of California. The Licensee must have flame retardant certificates on hand for all such materials.
- 4.7. All theater technical equipment, including but not limited to lighting, sound, rigging and stage mechanics, must be operated by Theater Operations staff or personnel approved by the Director of Facility Use.
- 4.8. The Licensee agrees and acknowledges that all amplified sounds are under the sole and absolute authority of the Director of Facility Use or his designated representative. Sound levels shall not exceed 98DB.
- 4.9. Animals are prohibited from being on the property, with exception of service animals. Permission to use them as part of the event must be received in writing prior to the Event by the Director of Facility Use or his designated representative.
5. PERSONNEL: The Facilities shall at all times be under the control of the Director of Facility Use or a designated representative. He/She will be the official representative of the District in all areas regarding this agreement and the use of the space. A District staff member must be present at all times the facilities are occupied.
 - 5.1. The District has the right and responsibility to determine District personnel required to support the event. The number and type of personnel required for the event and the cost to the Licensee are detailed in the Invoice.
 - 5.2. The Director of Facility Use will be responsible for calling and hiring the technical personnel requested by Licensee, and the District reserves the right to call and hire the number of personnel the District deems necessary for a particular event. The District reserves the right to operate any and all of its own equipment.

- 5.3. The Director of Facility Use reserves the right to permit designated District employees to enter the Facilities at all times and to require, without charge, a reasonable number of tickets, admission passes or other necessary credentials to facilitate the operation of the event.
- 5.4. Qualified Personnel hired by the Licensee may be authorized by the Director of Facility Use to operate District Technical Equipment under the supervision of District Technical Staff. This might reduce the number of District Technical Staff required though will not eliminate the requirement for District Staff.
6. CONCESSIONS/ LOBBY SALES OF SOUVENIR AND PROGRAMS: Please see specific Theater and Filming Procedures.
7. PARKING: Parking is extremely limited at school sites. The District retains the right to either provide exclusive parking service or to rent the available parking to the Licensee for the event. All parking fees belong to and are reserved by and for the sole benefit and use of the District.
8. SIGNAGE AND ADVERTISING: All Temporary banners and signage must adhere to the Signage Procedures in the section below.
9. COPYRIGHT LICENSE: The Licensee shall secure, at its sole cost and expense, all applicable copyright licenses. The Licensee shall indemnify, defend and hold the District harmless from all claims of copyright violation of any kind in connection with the Licensee's use of the Facilities and Property. The indemnification obligations of this section shall survive the termination of this Agreement.
10. FILMING RIGHTS: Please see specific Theater and Filming Procedures.
11. COMPLIANCE WITH LAW AND RULES: Licensee shall not use Facilities or permit anything to be done in or about Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation.
 - 11.1. Any performer or any other person whose conduct is objectionable, disorderly or disruptive to the use of the facility or in violation of any law shall be refused entrance and shall be immediately ejected from Property. Licensee shall defend, indemnify and hold the District harmless for any claim resulting from such action.

Specific Procedures for Theater and Auditorium Use

The Santa-Monica Malibu Unified School District has a number of high-quality Theaters, Auditoriums and Amphitheaters. The District performing arts spaces are managed by the Theater Operations Office. The following regulations apply to all use of Theaters and Auditoriums:

1. TERMS:
 - 1.1. A rehearsal may not, by definition, include more than 25 people in the audience section without prior approval of the Director of Facility Use. A rehearsal in violation of this standard shall be deemed and charged as a performance.

2. INSURANCE: The following minimum insurance will apply unless specifically changed in the rental agreement.
 - 2.1. Elementary Cafeteriums and Auditoriums, and the Humanities Center require General Liability coverage of one million dollars aggregate.
 - 2.2. Middle and High School Auditoriums and Amphitheaters require General Liability coverage of one million dollars per occurrence and two million dollars aggregate.
3. USE OF FACILITIES: Please see General Procedures.
4. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: Please see General Procedures.
5. PERSONNEL: Please see General Procedures.
6. CONCESSIONS/ LOBBY SALES OF SOUVENIR AND PROGRAMS: The District retains the right to provide exclusive concession service. The items served and prices charged shall be at the discretion of the District. All concession fees belong to, and are reserved by and for the sole benefit and use of the District.
 - 6.1. Programs, records, tapes, and other similar media, may be sold if they relate to the performance and are sold in conjunction with Licensee's event. Licensee is responsible for payment of applicable sales taxes. All items to be sold must have the District's prior approval.
 - 6.2. Catering service may be arranged by Licensee, subject to prior approval by the Director of Facility Use. Licensee will be charged for clean-up of food preparation and serving areas as necessary. The dispensing or sale of alcoholic beverages is strictly prohibited without written authorization from the Superintendent or designee accompanied by an approved one-day special event license from California Department of Alcoholic Beverage Control. See procedures for the sale and consumption of alcohol in Section 8.
 - 6.3. Food and Drink are strictly prohibited in District Theaters and Auditorium and may only be in designated areas (i.e. Green Room in Barnum Hall), without written authorization from the Superintendent or designee.
7. PARKING: Parking is not guaranteed unless stated in the rental agreement.
8. SIGNAGE AND ADVERTISING: Licensee shall not advertise any performances or the appearance of any performer on Premises unless agreements between all parties involved have been properly executed and provided to the District.
 - 8.1. Licensee shall not use the name of Santa Monica-Malibu Unified School District, Barnum Hall, Samohi, or the name of any District School in any way other than as the location for a particular event.
 - 8.2. Signs may be posted on bulletin boards provided for such use, upon the prior approval of the Director of Facility Use. Signs may not be placed anywhere else on the Property without the District's prior consent. Advertising material which does not pertain completely to the immediate attraction may not be circulated on

the Property. Under no circumstances may advertising material be circulated in parking facilities or walkways adjacent to Property.

9. COPYRIGHT LICENSE: Please see General Procedures.
10. FILMING RIGHTS: There shall be no filming or recording other than for archival purposes unless both parties also sign the Filming Rider.
 - 10.1. Licensee grants permission to the District to photograph the event and use the photographs for promotional and archival purposes.
11. COMPLIANCE WITH LAW AND RULES: Please see General Procedures.

Specific Procedures for Filming at Santa Monica – Malibu Unified School District

The Santa Monica Malibu Unified School District (the District) is a Film Friendly District. The Theater Operations Office is staffed with industry professionals who are here to bridge the needs of the production companies and the schools. The Theater Operations Office handles all aspects of filming from permissions, releases, agreements, permitting and facilitates all parts of the filming process.

Filming is not allowed to negatively impact school activities. All care will be given to minimize distraction and interruption by filming. The District also appreciates the positive aspects that filming brings, including showing off the school and its students in a positive light, as a teaching opportunity of a primary industry in our communities and as a source of needed revenue to enhance school facilities.

In support of these goals, the District allows filming and recording on District property in the following categories: In-house productions, including student films; News and Documentary Filming; and Commercial Filming and Recording. This procedure is specific to Commercial Filming and Recording. Non-profit and/or independent filming is included in Commercial Filming.

All Commercial Filming is managed by the Theater Operations Office. The following regulations apply to all Filming or Recording of District Facilities:

1. TERMS:
 - 1.1. Small Crew Still Photography and Filming will be designated as cast and crew of twenty or fewer. Additional sized cast/crew will be charged the commercial rate.
 - 1.2. The District does not offer reduced rates for student, non-profit or independent filming.
 - 1.3. Prep/Strike Days are charged one-half of the daily filming rate. Hold days are negotiated as part of the agreement.
2. INSURANCE: The following minimum insurance will apply unless specifically changed in the rental agreement.
 - 2.1. Small Crew Still Photography and Filming will require General Liability coverage of \$1 million dollars aggregate.

- 2.2. Large Crew Still Photography and Filming will require General Liability coverage of \$1 million per occurrence and \$2 million dollars aggregate.
3. USE OF FACILITIES: Please see General Procedures.
4. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: Please see General Procedures.
5. PERSONNEL: Please see General Procedures.
6. CATERING: Catering service may be arranged by the Licensee, subject to prior approval by the Director of Facility Use. Location of catering vehicles, serving lines and eating areas must be prearranged. Licensee will be charged for clean-up of food preparation and serving areas as necessary. The dispensing or sale of alcoholic beverages is strictly prohibited.
7. PARKING: Parking is not guaranteed unless stated in the rental agreement. The District will work with production companies to provide needed working truck and other parking.
8. SIGNAGE AND ADVERTISING: All Temporary banners and signage must adhere to the Signage Procedures in the section below.
9. COPYRIGHT LICENSE: The Licensee shall secure, at its sole cost and expense, all applicable copyright licenses to film any third-party signage or logo located on the Premises.
10. FILMING RIGHTS: The District herein irrevocably grants the Licensee the right to use, photograph and record (including without limitations by means of motion picture, still or video device photography) the Premises (the "Recordings"), including any signs located thereon that identify the Premises as the School Site, subject to the limitations set forth below. Licensee shall have the right to refer to the Premises or any part thereof by any fictitious name and the right to refer to any real or fictitious events as having occurred on the Premises, provided Licensee has obtained necessary approvals, if any, prior to such use.
 - 10.1. Notwithstanding the above grant of rights, in the event the Recordings include any signage or other marks that identify the Premises by name, the District shall be provided absolute prior written script approval that may be granted or withheld at the District's sole discretion.
 - 10.2. Licensee shall have the right and license others to reproduce, edit, distribute, exhibit, advertise, publicize, promote and otherwise exploit the Recordings, exclusively in connection with the current Project in any and all media, whether now known or hereafter devised, throughout the world in perpetuity. Licensee shall be the sole owner of all right, title and interest, under copyright or otherwise, in and to the Project and all Recordings, whether or not included in the Project. Any use of the Recordings in any manner other than as part of the Project is strictly prohibited and restricted. If Licensee requires use of the Recordings in a manner other than as part of the Project, Licensee must obtain prior written permission from the District, which may be granted or withheld at the District's sole discretion.

- 10.3. Licensee shall indemnify and hold harmless the District from any claim, action or demand made against the District that use of the Recordings is defamatory or an infringement of a party's right of privacy or publicity or other personal or property right, including copyright and trademark infringement.

11. COMPLIANCE WITH LAW AND RULES: Please see General Procedures.

VII. Procedures for Temporary Signage and Banners.

The Board of Education recognizes that District Facilities are a community resource whose primary purpose is to support school programs and activities. The District owns facilities in Santa Monica and Malibu that have ample space to hang or post advertisements. The fences, walls and surfaces around the District are often used to announce, promote and market District events, activities and services. The District maintains the right to determine what signage is placed on the campuses and by whom. This administrative regulation provides guidelines and practices to permit temporary banners, placards and signs on surfaces of the District.

1. DEFINITIONS AND GUIDELINES: The Board of Education authorizes the Superintendent or designee to permit signage to be posted as per the following regulations.
 - 1.1. The term "signage" will refer to any image or text placed on a temporary banner, placard or sign on the interior/exterior of a District physical structure, such as a building, fence or wall.
 - 1.2. Signage must be placed in a location and manner that will not harm the school facility, including but not limited to damage of paint/surface, fire/safety regulations and wind/load considerations.
 - 1.3. Signage must be consistent with the use of school facilities and grounds and not interfere with the regular conduct of schoolwork.
 - 1.4. Language and images on signage must be respectful and tolerant of all people on the basis of race, religion, creed, national origin, gender, disability and sexual orientation.
 - 1.5. The District does not permit political or issue-based signage other than signage related to a permitted event at the school site.
 - 1.6. All Signage must adhere to the Rules of Use for Facilities.
 - 1.7. This policy does not govern building/campus identification, directional or wayfinding signage. This policy does not administer the permanent naming or other promotion of facilities as managed in the Gift Policy.
2. APPROVALS: The regulations and process for posting signage must receive the approvals listed below.
 - 2.1. All signage must be approved by the Administrator of the Site where it will be placed. Approval must include text, images, materials, location, and duration the signage will be present.

- 2.2. All signage to be hung by outside organizations or that endorses an outside group, including affiliated organizations, must be approved by the Director of Facility Use.
 - 2.3. An organization may request a review by the Superintendent if their request to post signage is denied. The Superintendent has the final authority to allow or deny the request.
 - 2.4. The Superintendent or designee will generate a Temporary Signage Request Form that contains the necessary information to facilitate the permitting of the temporary signage request.
3. CATEGORIES: The regulations and process for hanging temporary signage depends on the status of the user group and the purpose of the signage.
 - 3.1. School & District Organizations
 - 3.1.1. All temporary signage promoting District or school activities may be posted at no fee with site administrator approval.
 - 3.1.2. Temporary signage promoting District or school activities that also endorses or promotes any outside organization must receive approval by the Director of Facility Use. An applicable donation fee to the school or activity will be determined. This includes temporary signage at athletic facilities whose proceeds for posting the signage supports an athletic team and the posting of signage in exchange for an in-kind donation of services or products.
 - 3.2. Affiliated and Joint Use Organizations: This includes Affiliated Groups as designated in Board Policy 1330, the Cities of Malibu and Santa Monica and Santa Monica College.
 - 3.2.1. All temporary signage promoting Affiliated and Joint Use activities may be posted at no fee with site administrator and Director of Facility Use approval.
 - 3.2.2. Temporary signage promoting Affiliated and Joint Use activities that also endorses or promotes an outside organization must receive approval by the Director of Facility Use. An applicable donation fee to the school or affiliated group will be determined. This includes the posting of signage in exchange for an in-kind donation of services or products.
 - 3.3. Non-Profit and Commercial Organizations
 - 3.3.1. Non-Profit and Commercial Organizations may be allowed to post temporary signage promoting an upcoming event or an event in progress that has been permitted by the Facility Use Department. Approval by the site administrator and Director of Facility Use is required. An appropriate permit fee will be assessed.
 - 3.3.2. Temporary signage promoting Non-Profit and Commercial Organization activities that also endorse or promote any non-permitted organization

must receive approval by the Director of Facility Use. An applicable permit fee will be determined. This includes the posting of signage in exchange for an in-kind donation of services or products.

4. **DISTRIBUTION:** The permit fees for posting temporary signage will differ among the stated categories.
 - 4.1. All donation fees received as part of temporary signage connected with the school, District, affiliated or joint use activities will be directed to the school site or affiliated group.
 - 4.2. All permit fees for posting temporary signage will split evenly between the school site facility permit fund and the Facility Use Department.

VIII. Rental Fee Schedule

1. **FACILITY PERMIT FEES:** A Facility Permit Fee is charged for each permit to all users. This fee defrays the administrative costs associated with issuing permits.
 - 1.1. The permit fee is based on the fee category:
 - Commercial - \$100 per permit
 - Direct - \$50 per permit
 - Community Meeting - \$25 per permit
 - Basic - \$25 per permit
 - Affiliate - \$0 per permit
 - 1.2. An additional Change-Fee of \$25.00 will be charged when substantial changes are requested by the Licensee after the agreement has been signed. Substantial changes include, but are not limited to, to changes to the hours, facilities or personnel for an event that requires additional contacts with site administrators or staff.
 - 1.3. **Equipment and Asset Replacement Fees:** User groups are charged for rental of special equipment that does not normally come with the venue. Fees are determined by the Facility Permit Office on a per use basis. Asset Replacement Fees are charged to cover expendable use of equipment, such as batteries, bulbs, and tape. This is primarily applied in the use of theaters, amphitheatres, auditoriums, gyms and pools.
2. **PERSONNEL FEES:** Most District Staff supporting Facility Permit use are members of Service Employees International Union (SEIU) and are governed by the Collective Bargaining Agreement between SEIU and the SMMUSD. All personnel matters including assignments, breaks, and management will follow the articles in the Agreement.
 - 2.1. Personnel are paid by the hour, beginning with the first hour of each rental. All calls must be a minimum of three hours. Rates are as follow:
 - Regular Time:* the first 8 hours in any day up to forty hours in any week. A day is from 7 am to midnight.
 - Overtime:* Paid at 1.5 times regular rate for any hours over eight in one day, or over forty cumulative hours in one week.

Double Time: Paid at 2 times the regular rate for any hours between 12:01 am and 6:59 am, or any hours over twelve hours in one day.

2.2. Current Personnel Fees:

Coordinator or Technical Lead	\$66.00 per hour
Theatre Technician	\$58.00 per hour
Audience Services Coordinator	\$52.00 per hour
Site Representative	\$60.00 per hour
Security Officer	\$60.00 per hour
Custodial	\$53.00 per hour
Lead Custodian	\$65.00 per hour
Lifeguard	\$48.00 per hour
Gardener	\$46.00 per hour
Kitchen Supervisor	\$65.00 per hour
Sports Facility Attendant	\$42.00 per hour
Sports Facility Coordinator	\$52.00 per hour
Professional Expert or Supervisor	\$100.00 per hour

Rates for Classified Personnel are based on the high average of cost per hour of the members in the classification. In some situations, the rates are lower based on the use of available personnel. The selection of personnel to work an event is based on the staff rotation agreement the district has with the classified personnel union.

2.3. Break Policies:

- A meal break needs to be called between three and five hours into the work shift.
- Meal breaks are for one half hour off the clock for Classified Crews.
- A work/coffee break of 15 minutes shall be given, on the clock, every 2-3 hours depending on the meal schedule.

3. ADDITIONAL FEES

Additional Fees	High School Fees	Middle School Fees	Elementary School
Livestream / Broadcast	\$250.00	\$250.00	\$250.00
Grand Piano (Fazioli)	\$400.00	N/A	N/A
Grand Piano	\$200.00	\$150.00	\$150.00
Baby Grand Piano	\$100.00	\$100.00	\$100.00
Key Fee	\$35.00	\$35.00	\$35.00
Marley Floor	\$400.00 (+ labor)	N/A	N/A
Projector	\$100.00	\$50.00	\$25.00
Timpani Drum (each)	\$50.00	\$50.00	N/A
Basecamp Fee (per 12 hours)*	\$1,500	\$1,500	\$1,500
Application to serve or sell Alcohol	\$450	\$450	\$450

FOR FACILITY FEE SCHEDULE, PLEASE SEE ATTACHED PDF.

Exhibit SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
adopted: August 19, 2009 Santa Monica, California
revised: February 7, 2019



INSURANCE REQUIREMENTS FOR FACILITY PERMITS

To complete your Facility Permit Application, we require proof of insurance.

A Certificate of Insurance must be provided with the application showing that the required coverage is in place and that the Santa Monica-Malibu Unified School District is named an Additional Insured on the General Liability coverage. An Additional Insured Endorsement page must be attached to the Certificate of Insurance.

INSURANCE REQUIREMENTS:

- **GENERAL LIABILITY INSURANCE:** Licensee shall maintain General Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- **WORKER'S COMPENSATION INSURANCE,** per statutory requirement is required if Licensee's employees perform work on the premises. Insurance carriers providing the required coverage must have an A.M. Best's rating of "A" or better.
- **AUTOMOBILE LIABILITY COVERAGE:** **If a vehicle must drive on a field, blacktop, or sidewalk to unload, load or park,** the Permit Holder shall maintain automobile liability insurance covering bodily injury and property damage for all activities including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

Your Certificate Holder Section must say:

Santa Monica-Malibu Unified School District

1651 Sixteenth Street

Santa Monica, CA 90404

310-395-3204 X 71586 or email: Facilitypermits@smmusd.org