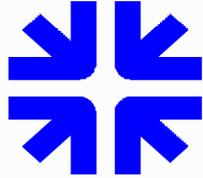


City/School Committee

Councilmember Jac Asher, Co-Chair
 School Board Member Joshua Simon, Co-Chair
 Councilmember Jennifer West
 Councilmember Ruth Atkin,
 Councilmember Kurt Brinkman
 Councilmember Nora Davis
 School Board Member Cheryl Webb
 School Board Member Joy Kent
 School Board Member Melodi Dice
 School Board Member Miguel Dwin
 Student Member Jordan Taylor
 Student Member VACANT



AGENDA

City/School Committee

Regular Meeting of the Advisory Committee
 Special Meeting of the Emeryville City Council and Emery Unified School District Board of Trustees

March 1, 2012 – 5:30 pm

Emery Secondary School, 1100 47th Street, Emeryville, CA

All Advisory Committee meetings are noticed as Special City Council and School District Board of Trustees Meetings so that any or all of the City Council or School District Board of Trustees may attend and participate in the Advisory Committee's deliberations. However, actions taken by Advisory Committees are not official actions of the City Council and School District Board of Trustees but must be ratified at a regular City Council and School District Board of Trustees Meeting. All writings that are public records and relate to an agenda item below which are distributed to a majority of the City/School Committee (including writings distributed to a majority of the City/School Committee less than 72 hours prior to the meeting noticed below) will be available at the Information Counter, 1333 Park Avenue, Emeryville, California during normal business hours (9am to 5pm, Monday through Friday, excluding legal holidays).

- I. Roll Call
- II. Public Comment
- III. Approval of 2/3/12 Minutes
- IV. Staff/Committee Member Comments
- V. Information Items
 - a. Update from Emery Ed Fund (Powell - 5 mins)
 - b. Youth Fellows Program Update (Kim – 10 mins)
 - c. Discussion regarding use/rental policies of EUSD Facilities (O’Keeffe/Lindo – 20 mins)
 - d. COC Chair’s Report (Carver – 5 mins)
 - e. ECCL Project Report (Miller – 20 mins)
 - i. COC By laws
 - ii. ECCL Schedule
 - iii. Program Development Team
 - f. Update on Transitional Kindergarten (Lindo – 5 mins)
 - g. Update on Washington D.C. Trip (O’Keeffe/Lindo – 5 mins)
- VI. Action Items
 - a. Approval of ECCL Conceptual Design (Miller – 30 mins)
- VII. Adjournment

FURTHER INFORMATION may be obtained by contacting Melinda Chinn, City/School Committee Secretary, at (510) 596-4314

Dated: 02/23/2012 _____ Karen Hemphill, City Clerk

Post on: 02/24/2012

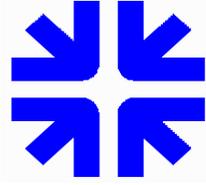
Post until: 03/2/2012 _____ Debbra Lindo, Superintendent

All documents are available in alternative formats, on request. In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid or service to participate in this program should contact the sponsoring department at (510) 450-7813 or ADA Coordinator as far in advance as possible, but no later than 72 hours before the scheduled event. The best effort to fulfil the request will be made.

Dominique B. Burton, ADA Coordinator
 City of Emeryville 1333 Park Avenue Emeryville, CA 94608
 Direct Line: 510.596.4380, Facsimile: 510.596.3724, TTY Relay: 711 dburton@ci.emeryville.ca.us

City/School Committee

Councilmember Ruth Atkin, Co-Chair
School Board Member Cheryl Webb, Co-Chair
Councilmember Jennifer West
Councilmember Ken Bukowski
Councilmember Kurt Brinkman
Councilmember Nora Davis
School Board Member Joshua Simon
School Board Member Melodi Dice
School Board Member Miguel Dwin
School Board Member Joy Kent
Student Member Jordon Taylor
Student Member VACANT



City/School Committee Action Minutes

Regular Meeting of the Advisory Committee
Special Meeting of the Emeryville City Council and Emery Unified School District Board of Trustees

February 2, 2011 - 5:30pm

Emery Secondary School, 1100 47th Street, Emeryville, CA

1. Roll Call at 5:38pm
 - a. School Board: Simon, Webb, Kent
 - b. Council: Asher, Atkin, Davis, West
 - c. School Staff: Lindo, Miller, Kim
 - d. City Staff: Turner, Chinn, Laven
 - e. Students: Taylor (late, 5:51pm)
 - f. Excused: Brinkman, Dice

2. Public Comment:
 - a. Amber Evans, City of Emeryville, announced that Emeryville has free job training through Richmond Builds program and it's available through spring.
 - b. Phillip Powell, Interim Exec Director of the Emery Ed Fund (EEF), updated that the EEF was approved for signage in front of a hotel for the One Community Every Child Campaign. A Novartis Volunteer Fair will be held for the fund. A grant for college track is in process. EEF will find out if they won an IKEA \$10,000 mini-grant soon. EEF received a \$10,000 anonymous donation for marketing purposes. EEF was named nonprofit of the month at Whole Foods Berkeley and Farley's in Emeryville for their donation programs.

3. Approval of 1/5/11 Action Minutes
 - a. West moved to approve the 1/5/11 Action Minutes, seconded by Simon. Approved unanimously.

4. Staff/Committee Member Comments
 - a. Lindo noted that the ESS Guitar Club is playing a concert at the Emeryville Guitar Center Grand Opening tonight. Student recruitment is happening currently. Principal Jag Lathan has been visiting parent groups and community groups to tout the quality school of Anna Yates Elementary. Lindo noted that the staff has been met with by administrators to discuss the current status of the District. Staff gave updates on the

dashboard indicators on the new A-G college readiness standards. CBO Terri Ryland gave an update on the State budget and the initiatives going on the 2011 November ballot. EUSD has proceeded on selling the GO bonds for Measure J.

- b. Miller requested moving action item 5c to an 'information item', so it will become 6g. He also asked the Committee to strike 6a from the agenda as many students are involved with the basketball game tonight and will not be in attendance.
- c. Turner noted that House HR7 could possibly negatively impact for safe routes to schools. Turner asked if the Committee would approve the letter. Dwin asked that the letter include the President of the School Board on the signature line. Atkin asked that the letter include the fact that the schools are located on a highway.
- d. Webb updated the Committee on Representative Sanjay Swanson's invitation for School Districts that were taken over due to Financial Duress, as the Chair of Financial Takeover for the Department of Education. Emeryville is the only School District to be out of receivership of the four on the panel. The meeting was informative on how each community was impacted by the takeover. She noted that the takeover was a good thing for Emeryville schools that galvanized support from the city and business community. In the other communities, the schools became more distressed.

5. Action items

- a. Nomination and election of Committee Co-Chairs
 - i. Davis nominated Jac Asher as the City's co-chair, Atkin seconded. Dwin nominated Simon for the District's co-chair, Davis seconded. Both nominations were approved unanimously by the Committee.
- b. Incubator 2.0 – ECCL Program Development
 - i. Lindo, Miller, and Kim presented the ECCL Program Development Proposal. Several City and School District staff as well as Non-Profit program partners also spoke on the program development proposal. Committee members noted several questions about the presentation for staff prior to the presentation.
 - 1. Public Comment on this Item:
 - a. Brian Carver stated he had commented on this item at the last meeting, but didn't get an answer. He would like to know if contracts over \$25,000 are subject to public bidding for this work. If so, is this contract subject to this requirement or not? There may be others who could do this type of work well.
 - b. Mary McGruder, community member, commended the leaders to take this and move forward.
 - 2. Davis moved to approve, seconded by Dwin, approved by voice vote unanimously.

6. Informational Items

- a. Youth Fellows Program Update
 - i. Postponed to next meeting.
- b. Update on Safe Routes to Schools Grant
 - i. Amber Evans reported that the City was awarded \$750,000 for the Cycle 3 Safe Routes to School grant to improve three crossings on San Pablo Avenue (43rd, 45th, and 47th Streets).
 - 1. Public Comment:
 - a. Brian Carver asked if the City is putting in a path behind EBI and to repeat what is happening on 43rd Street.

- c. COC Chair's Report
 - i. Brian Carver presented the COC Chairs report that highlighted the actions and discussions taken by the Committee in the month of January.
- d. Roles and Responsibilities of Citizen's Oversight Committee for Measure J
 - i. Miller reviewed the handouts of the COC Roles and Responsibilities regarding the term the definition of "ensure," legality of the COC member terms, and splitting the COC into two committees.
 - 1. Public Comment:
 - a. Brian Carver noted that the COC is cognizant of the staff time. The CBO provides a printout of the financial details and as of the last meeting. Now the COC only needs an email of the financial report, so that has saved staff time. Also responding to West's comments, many of the 17 came with different expectations. Some people don't want to discuss all items in detail.
- e. ECCL Project Report
 - i. Bond Program Update
 - 1. Miller reported that the QSCB motion by the board and that the sale of the bonds are moving forward after a pause in sales since the end of 2011.
 - ii. Community Workshop #6
 - 1. Kim reported on the workshop that refocused the discussion on small schools and the core ideas of the ECCL. She also noted that community design workshops will continue throughout design.
 - a. Public Comment:
 - i. Brian Carver asked for an update on the anticipation note approved and details.
- f. Update on Washington D.C. Trip
 - i. Lindo reported on the agenda for next weeks trip that West, Webb, Lindo, O'Keeffe, and Townsend will be promoting on their trip to Washington, D.C.
- g. Affirmation of EUSD Board Recommendations for Oversight Committee members for County Supervisor appointment; County School Board appointment and Community College District appointment
 - i. Lindo reported that the Board had took action and recommended to the State Chancellor's Office Betty Incline from the COC, Alameda County Supervisor's Office Miguel Dwin and the Alameda County Office of Education Joshua Simon. The City has appointed Mayor West and Economic Development and Housing Director Helen Bean.

7. Adjournment at 8:01pm.



Date: 2/16/12
To: City/Schools Committee
From: Hayin Kim, Director of Community and Youth Engagement
Re: Youth Fellows Presentation

Purpose

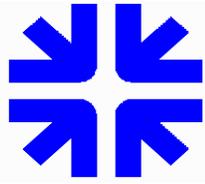
City/Schools will hear an update presentation from the ECCL Youth Fellows on their work and progress so far.

Background

The Fellows Program had their Orientation on October 26, 2011. The nine student fellows have been meeting twice a week to discuss what they can do to better inform and include their peers with the ECCL project and to ensure the ECCL will be a resource that both youth and community can utilize.

Staff Recommendation

No action needed.



Date: February 22, 2012
To: City School Committee
From: Melinda Chinn, Director of Community Services
Subject: Use of EUSD Play Fields

As background information for the March 1, 2012 discussion regarding use of EUSD Play Fields, staff has attached the 2002 Lease Agreement between the City of Emeryville and EUSD that defines the rights and responsibilities of each entity for the use of the ESS gym, pool and athletic field including the 2011 Lease Amendment that was part of MOU #2, as well as application forms and fee schedule. In addition, staff has attached the EUSD use policies, applications and fee schedule for classrooms, equipment and other EUSD facilities.

Attachments:

- 1) 2002 Lease Agreement and 2011 Lease Amendment
- 2) City Application and Fee Schedule
- 3) EUSD Policy, Application and Fee Schedule

ORIGINAL

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made this 15th day of October, 2002 ("Execution Date"), by and between the CITY OF EMERYVILLE ("City"), a municipal corporation, and EMERY UNIFIED SCHOOL DISTRICT ("EUSD"), a political subdivision of the State of California, with reference to the following facts:

1. EUSD has received a loan from the State of California, appropriated to EUSD pursuant to the terms of Statutes 2001, Chapter 135, to assist EUSD in addressing certain fiscal problems that currently face EUSD.

2. Statutes 2001, Chapter 135 authorizes the administrator of EUSD to enter into a lease with the City for the use of EUSD facilities during nonschool hours and events for recreational and community programs, so that the school district may utilize the proceeds from the lease to pay off the loan made pursuant to Statutes 2001, Chapter 135.

3. City desires to lease specific EUSD facilities and make capital improvements thereto in order to eliminate blighting influences on the Emeryville Redevelopment Project Area and the Shellmound Park Redevelopment Project Area and then to use such facilities in offering City recreation programs to the citizens of Emeryville. Additionally, the City desires to provide for lease of EUSD property to facilitate the construction of a community recreation center.

4. The parties intend and understand that this Agreement is made in accordance with all terms and provisions of Statutes 2001, Chapter 135 and Education Code Section 10900 *et seq.*, for the purpose of improving both public education and public recreation. The parties also intend and understand that this agreement will be interpreted and implemented in accordance with the purposes of, and the laws and regulations governing, both public education and public recreation.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. EUSD hereby leases to City, and City hereby leases from EUSD, that certain real property located within Emery High School, 1100 47th Street, Emeryville, California, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Premises"). The Premises shall consist of three separate areas located within Emery High School, commonly referred to as (a) the Gymnasium, (b) the Athletic Field Complex and (c) the Pool Area as described below:

a. The Gymnasium. The Gymnasium shall include the entire area designated as such on **Exhibit A**, including the gymnasium, access to the gymnasium from 47th Street, stage area, gymnasium restrooms, exercise room/studio, weight room and recreation office located adjacent to the gymnasium. The Gymnasium is shown in more detail on **Exhibit B**.

b. The Athletic Field Complex. The Athletic Field Complex shall include the entire area designated as such on **Exhibit A**, including the athletic field, the back patio and seating area located adjacent to the athletic field and the sport courts located between the gymnasium/pool building and the track.

c. The Pool Area. The Pool Area shall include the entire area designated as such on **Exhibit A**, including deck and pool maintenance area, the pool locker rooms, the front and back gated areas adjacent to the pool and the cement corridor which runs from 53rd Street to the back gate of the pool area. The Pool Area is shown in more detail on **Exhibit B**.

2. Term. The term of this Agreement shall commence on July 1, 2002 (the "Commencement Date") and shall expire on June 30, 2042, unless otherwise extended.

3. Option to Extend Term. If this Agreement has not been previously terminated, the term of this Agreement may be extended at any time prior to its expiration upon mutual agreement of the parties hereto. In the event that City constructs a Recreation Center, as provided for in Section 14 of this Agreement, City and EUSD may, upon mutual agreement, extend the term of the Agreement for the entire Premises to be consistent with the term of the lease of the Recreation Center, as set forth in Section 14 of this Agreement.

4. Rent. City shall make payments of rent to EUSD for lease of the Premises as follows:

a. City shall make a payment of rent to EUSD in the amount of \$500,000 within thirty (30) calendar days of the Execution Date.

b. City shall make a payment of rent to EUSD in the amount of \$400,000 on or before July 1, 2003.

c. City shall make a payment of rent to EUSD in the amount of \$300,000 on or before July 1, 2004.

d. City shall make a payment of rent to EUSD in the amount of \$200,000 on or before July 1, 2005.

e. City shall make a payment of rent to EUSD in the amount of \$100,000 on or before July 1, 2006.

f. Beginning July 1, 2007, City shall pay to EUSD one dollar per year as rent for the remainder of the Term.

5. Use of Premises. This Agreement shall entitle City to exclusive use of the Premises during the specific hours as designated herein for the Gymnasium, Athletic Field Complex and Pool Area, respectively.

a. The City shall have exclusive use of the Gymnasium immediately after the end of the regular school day, or as soon as any regularly scheduled school programs are complete, but no later than 6:00 p.m., except during school events as defined below. On all weekends, holidays, summer sessions, inter-sessions and any other non-regular school days, the City shall have exclusive use of the Gymnasium all day, except during school events as defined below. In addition, the City may use the Gymnasium during regular school days with the express written consent of EUSD.

b. The City shall have exclusive use of the Athletic Field Complex immediately after the end of the regular school day, or as soon as any regularly scheduled school programs are complete, but no later than 6:00 p.m., except during school events as defined below. On all weekends, holidays, summer sessions, inter-sessions and any other non-regular school days, the City shall have exclusive use of the Athletic Field Complex all day, except during school events as defined below. In addition, the City may use the Athletic Field Complex during regular school days with the express written consent of EUSD.

c. The City shall have exclusive use of the Pool Area at all times, except during school events as defined below. The access door between the Gymnasium Locker Rooms and Pool Locker Rooms shall remain locked at all times so that EUSD students cannot access the Pool Locker Rooms.

d. When the City is using the Premises as provided above, the City shall have access to the restrooms located in the main gymnasium locker rooms to accommodate disabled participants in City recreation programs.

e. Prior to July 1 of each year, EUSD shall provide to the City a schedule of school events for the coming school year. EUSD shall be permitted to amend or update the schedule prior to the second semester of the school year, provided that such updates are submitted to the City

prior to December 1 of that school year. Prior to March 31 of each year, EUSD shall provide to the City a schedule of anticipated school events for the coming summer session. The schedules submitted under this section and any amendments or updates thereof shall be subject to City approval, which approval shall not be unreasonably withheld.

f. For purposes of this Agreement, "Regular school days" shall include all school days scheduled to meet the minimum requirements of instructional days and/or the minimum requirements of instructional minutes required by State law. Regular school days shall not include summer school days or inter-session school days. The parties understand that the regular school day currently ends no later than 3:15 p.m. unless it is necessary for the day to be lengthened to comply with any change in law or regulation or unless it is agreed to by the City.

g. For purposes of this Agreement, "Regularly scheduled school programs" shall include all regularly scheduled EUSD athletic practices and school programs held in the Gymnasium and/or Athletic Field Complex after the regular school day ends and ending by 6:00 p.m.

h. For purposes of this Agreement, "School events " shall include any scheduled athletic events, school programs or school special events to held upon the Premises after the regular school day ends or during weekends, holidays, summer sessions, inter-sessions or other non-regular school days.

i. EUSD recognizes the City's right to exclusive use of the Premises as described in this Section 5, and does hereby represent and warrant that it will not lease the Premises or any portion thereof to any third party during the time designated for the City's exclusive use without express written permission from the City.

6. Maintenance.

a. Regular Maintenance. EUSD shall provide all routine and preventive maintenance necessary to maintain the Gymnasium and Athletic Field Complex and all fixtures within the Gymnasium and Athletic Field Complex, in good condition and repair and in a clean, safe and sanitary condition. EUSD shall be responsible for cleaning the Gymnasium and Athletic Field Complex immediately prior to such times that the Gymnasium and Athletic Field Complex are available for use by the City. The City shall clean any and all portions of the Gymnasium and Athletic Field Complex used by City immediately subsequent to City use of the Gymnasium and/or Athletic Field Complex.

City shall provide all routine and preventive maintenance necessary to maintain the Pool Area in good condition and repair and in a clean, safe and sanitary condition, using City employees and/or independent contractors. In the event that EUSD uses the Pool Area for school events, EUSD shall maintain the Pool Area and all fixtures located therein in good condition during such times that EUSD uses the Pool Area. EUSD shall clean the Pool Area immediately subsequent to EUSD use of the Pool Area.

b. Major Maintenance. EUSD shall conduct all major maintenance and rehabilitation on the Gymnasium and Athletic Field Complex. City shall conduct all major maintenance and rehabilitation on the Pool Area. Major maintenance shall include, but not be limited to, replacement of major building, electrical or mechanical systems, including roof, flooring, HVAC system, irrigation system and pool filter/heating system.

7. Damage or Destruction.

a. Destruction Due to Risk Covered by Insurance. If, during the term of this Agreement or any extension thereof, the Premises or any building or fixture thereon are totally or partially destroyed from a risk covered by the insurance described in Section 12 of this Agreement, rendering the Premises totally or partially inaccessible or unusable, the party whose insurance covers the damage to the Premises shall restore the Premises to substantially the same condition as they were in immediately before destruction.

b. EUSD Responsibility for Restoration. If, during the term of this Agreement, the Premises or any of the fixtures thereon are totally or partially damaged or destroyed by the acts or omissions of EUSD or any invitee of EUSD and such acts or omissions are a risk not covered by the insurance described in Section 12 of this Agreement, EUSD shall restore the destroyed property to substantially the same condition as it was in immediately before destruction.

c. City Responsibility for Restoration. If, during the term of this Agreement, the Premises or any of the fixtures thereon are totally or partially damaged or destroyed by the acts or omissions of the City or any invitee of the City and such acts or omissions are a risk not covered by the insurance described in Section 12 of this Agreement, the City shall restore the destroyed property to substantially the same condition as it was in immediately before destruction.

d. Monitoring Damage or Destruction. During the term of this Agreement, City and EUSD appointed staff will jointly determine the

cause of any damages to the facilities, will conduct evaluations of the conditions of the facilities after each school semester and end of summer session or inter-session and provide written documentation of such inspections. In the event that the cause of damage is unknown or partially due to normal wear and tear, the City Manager and EUSD Superintendent or Administrator shall agree on an appropriate allocation of the cost of repairs between the two agencies.

8. Utilities. EUSD shall pay all fees and charges for electricity, gas, water, sewage and all other utilities associated with use, maintenance and operation of the Gymnasium and Athletic Field Complex. City shall pay all fees and charges for electricity, gas, water, sewage and all other utilities associated with use, maintenance and operation of the Pool Area.

9. Security. At such times that the City has exclusive use of the Gymnasium, Athletic Field Complex and/or Pool Area, City shall be responsible for the security of such facilities, including opening and closing the facilities, checking the facilities and perimeters and securing any applicable alarms for the facilities. EUSD shall provide the City with the necessary keys and alarm codes. City shall keep such keys to the facilities and alarm codes secure under procedures agreed upon between the City and EUSD.

10. Collaborative Programs. City and EUSD currently provide recreation and enrichment programs to Emeryville students, residents, businesses and other non-resident individuals and organizations by means of a Joint Operating Use Agreement dated June 15, 1996 (the "Joint Use Agreement"). The intent of this collaboration is to maximize the use of available facilities and program resources to benefit the youth and community of Emeryville. Under this collaboration, EUSD provides facilities, and the City operates programs. Pursuant to this Agreement, which shall replace the Joint Use Agreement, City and EUSD shall continue to provide recreation and enrichment programs ("collaborative programs") through the collaborative use of City and EUSD facilities and resources. EUSD shall provide the facilities for collaborative programs and the City shall operate the collaborative programs in the following manner:

a. Use of Facilities on Regular School Days, Weekends, Holidays, Summer Sessions, Inter-Sessions and Non-Regular School Days. During the term of this Agreement, in addition to City's use of the Premises, EUSD agrees to provide to City facilities suitable for collaborative programs on days in which school is in session, before the regular school day begins and after the regular school day ends, as well as on weekends, holidays, summer sessions, inter-sessions and non-regular school days. Specific facility locations for collaborative programs will be designated through the collaborative process as described in Section 10.b. below. Facilities to be made available for collaborative

programs include, but are not limited to, multipurpose rooms, common areas, designated classrooms, outside grounds (including playgrounds and hard tops), and kitchen facilities (under regulations specified by EUSD) at the following locations:

Emery High School, located at 1100 47th Street
Emery Middle School Academy, located at 1275 61st Street
Anna Yates Elementary School, located at 1070 41st Street
Any new school site that is constructed or acquired by EUSD

b. Collaborative Process for Designating Facility Locations.
City and EUSD shall designate facility locations for collaborative programs through the following collaborative process:

i. A base facility use schedule has been established that identifies the facility locations that have historically been designated for collaborative programs either on regular school days or on weekends, holidays, summer sessions, inter-sessions or non-regular school days. EUSD will continue to provide the facilities identified in the base facility use schedule for collaborative programs at the times identified unless EUSD informs the City of a change to the base facility use schedule by providing 90 days written notice prior to the anticipated change.

ii. Each year, City and EUSD shall provide program schedules to one another by July 31st for the Fall Semester (September-December), by December 1st for the Winter/Spring Semester (January-June), and by March 31st for Summer School.

iii. City and EUSD shall meet within one week following program schedule due dates to agree upon collaborative programs and facilities available to conduct such programs.

iv. Final collaborative program schedules approved by City and EUSD will remain in effect through the applicable school semester, summer session or inter-session.

v. Use of EUSD facilities outside of the approved collaborative program space will be subject to EUSD facility use process and policies.

c. City Operation of Collaborative Programs.

i. City shall provide the equipment and supplies for use in operating the collaborative programs pursuant to this section.

ii. City shall have exclusive discretion over the types of activities provided as part of the collaborative programs, the selection of personnel to coordinate or supervise the recreation programs.

iii. City's continued provision of collaborative programs is dependant on available funding. City has discretion to cease offering any or all collaborative programs in the event that funding is not available.

d. Continuation of Collaborative Programs after Expiration of Lease Term or Lease Termination. Two years prior to the expiration of the term of this Agreement, City and EUSD shall commence discussions regarding the continuation of the provisions of this Section 10, either through the extension of the term of this Agreement pursuant to Section 3 or through the execution of a separate agreement addressing only the collaborative programs provisions. In the event of termination of this Agreement pursuant to Section 16, the provisions of this Section 10 shall continue for one year following the termination date during which time EUSD and the City shall discuss the continuation of the collaborative program provisions under a separate agreement.

11. Indemnity.

a. EUSD Indemnity. EUSD shall indemnify, defend and save City harmless from and against any and all claims, demands, actions, damages, liability and expenses (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or connected with the activities conducted by EUSD, its contractors, employees or agents on the Premises, or from any breach or default on the part of EUSD in the performance of any covenant or agreement on the part of EUSD to be performed pursuant to this Agreement.

b. City Indemnity. City shall indemnify, defend and save EUSD harmless from and against any and all claims, demands, actions, damages, liability and expenses (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or connected with the activities conducted by City, its contractors, employees or agents on the Premises, or from any breach or default on the part of City in the performance of any covenant or agreement on the part of City to be performed pursuant to this Agreement.

12. Insurance

a. EUSD Insurance

i. Liability Insurance. EUSD shall, at its expense, at all times from and after the date hereof and during the term, maintain in full force a policy or policies of comprehensive liability insurance written by one or more responsible insurance companies licensed to do business in the State of California in an amount no less than \$1 million, which will insure City and EUSD against any liability for injury to persons and property and death of any person or persons occurring in, on or about the Premises during such times that the Premises is available for EUSD use, or arising out of EUSD's maintenance, use and occupancy thereof.

ii. Property and Other Insurance. EUSD shall, at its expense, at all times from and after the date hereof and during the term, maintain on the Gymnasium and the Athletic Field Complex a policy of standard fire and extended coverage or all risk insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement cost of any such buildings and other insurable improvements located on or in the Gymnasium or Athletic Field Complex from time to time. The policy shall name as insureds EUSD and City, as their interests appear.

b. City Insurance.

i. Liability Insurance. City shall, at its expense, at all times from and after the date hereof and during the term, maintain in full force a policy or policies of comprehensive liability insurance written by one or more responsible insurance companies licensed to do business in the State of California in an amount no less than \$1 million, which will insure City and EUSD against any liability for injury to persons and property and death of any person or persons occurring in, on or about the Premises during such times that the Premises is available for City use, or arising out of City's maintenance, use and occupancy thereof.

ii. Property and Other Insurance. City shall, at its expense, at all times from and after the date hereof and during the

extended coverage or all risk insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement cost of any such buildings and other insurable improvements located on or in the Pool Area from time to time. The policy shall name as insureds City and EUSD, as their interests appear.

13. Improvements. City shall undertake and complete such repairs and improvements necessary to bring the Pool Area to a usable condition, as listed in the List of Repairs and Improvements attached hereto as **Exhibit C** on or before October 1, 2004. EUSD shall undertake and complete such repairs and improvements necessary to bring the Gymnasium (including the Back Patio and Gymnasium Restrooms) and Athletic Field Complex to a usable condition, as listed in the List of Repairs and Improvements attached hereto as Exhibit C on or before October 1, 2004.

14. Right to Construct Recreation Center.

a. Option to Construct. City shall have the option to construct a Recreation Center on the Premises upon the area designated for such Recreation Center on **Exhibit A** ("Option to Construct"). In the event that the Recreation Center is built, it shall be used to house the City's Recreation Department and to provide recreation programs that will be available to the public. City's Option to Construct shall expire on June 30, 2012.

b. Construction Responsibilities. City shall be responsible for all aspects of design, construction and development of the Recreation Center and conduct in connection with said construction, including but not limited to the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors of any tier, material suppliers and consultants, and the accuracy of all applications for payment and the proper application of all disbursements.

c. EUSD Review of Recreation Center. EUSD shall be entitled to review and participate in the design of the Recreation Center. EUSD approval of design of the Recreation Center shall be required prior to commencement of construction of the Recreation Center, which approval shall not be unreasonably withheld.

d. Construction of Recreation Center. In planning, developing and constructing the Recreation Center, City shall comply with all applicable laws, ordinances, rules, regulations, building restrictions, recorded covenants and restrictions, and requirements of all regulatory agencies having jurisdiction over the Recreation Center, including the

Field Act. City shall solicit public input from the neighboring community on the Recreation Center prior to commencing construction of the Recreation Center.

e. Lease of Recreation Center. In the event that the City does construct the Recreation Center as provided for in this Section 14, City and EUSD shall enter into a new 40 year lease for the portion of the Premises upon which the Recreation Center is constructed, including access to the Recreation Center property, at no additional cost, expense or obligation to the City. The new lease for the Recreation Center property shall commence on the date that the Certificate of Occupancy for the Recreation Center is issued. Five years prior to the expiration of the lease of the Recreation Center property, City and EUSD shall commence discussions regarding the transition of the Recreation Center building and the underlying property upon expiration of the lease term, or in the alternative, an extension of the lease term. In the event that City and EUSD do not agree on an alternative transition plan by the end of the Recreation Center lease term, the Recreation Center building shall become the property of EUSD, and EUSD shall be responsible for all operation, maintenance and insurance costs associated with the Recreation Center building.

f. Ownership and Use of Recreation Center. City shall own and have exclusive right to use the Recreation Center at all times. At such times when all or part of the Recreation Center facilities are not being used by the City, EUSD shall have the first option to use the Recreation Center for collaborative programs that benefit the students of EUSD and the Emeryville community under the same terms that the City uses EUSD facilities for such programs as set forth in Section 10 of this Agreement. EUSD shall clean the Recreation Center or portion thereof used by EUSD immediately subsequent to EUSD use of the Recreation Center facilities. In the event that EUSD opts to use the Recreation Center facilities, EUSD shall, at its expense, maintain in full force a policy or policies of comprehensive liability insurance written by one or more responsible insurance companies licensed to do business in the State of California in an amount no less than \$1 million, which will insure City and EUSD against any liability for injury to persons and property and death of any person or persons occurring in, on or about the Premises during such times that the Premises is available for EUSD use, or arising out of EUSD's maintenance, use and occupancy thereof.

15. Renegotiation of Agreement. City and EUSD may renegotiate the terms of this Agreement in the event of an unforeseen material change to the Premises or EUSD's ability to make the Premises available to City. Such unforeseen material changes shall include, but not be limited to:

a. EUSD determines that it needs to expand or construct additional classroom space on the Premises or any part thereof to accommodate increased enrollment.

b. EUSD determines that it will need to replace or substantially renovate any or all of the facilities located on the Premises.

c. EUSD relocates Emery High School to a new location or opens a new high school with additional recreational facilities.

d. The Premises or any part hereof is rendered temporarily or permanently unusable due to an act of God, government or other force or event beyond the reasonable control of the parties hereto.

16. Termination of Agreement

a. EUSD Termination. During the initial five years of the term of this Agreement, EUSD may not terminate this Agreement. Thereafter, EUSD may only terminate this Agreement and recover possession of the Premises upon the occurrence of a default by City under this Agreement, which City fails to correct within a reasonable period of time. In the event of a default by City, EUSD shall give City written notice to City of such default. If City fails to remedy said default within 30 days of receipt of such notice of default or fails to commence to cure such default which cannot be reasonably remedied in 30 days, EUSD may terminate this Agreement. However, in the event that EUSD terminates the Agreement in accordance with this Section 16, EUSD shall be required to repay to City a portion of the rent paid pursuant to section 4 of this Agreement, in accordance with the schedule attached hereto as **Exhibit D**. EUSD may not, at any time, terminate this Agreement without cause. Nothing in this section shall be interpreted to restrict or otherwise affect each party's right to seek correction of or other remedies for the other's default, or resolution of any other dispute under this agreement, as provided for in Section 18.

b. City Termination. During the initial five years of this Agreement, the City may not terminate this Agreement. Thereafter, City may terminate this agreement without cause by providing 45 days written notice of such termination to EUSD, or upon the occurrence of a default by EUSD under this Agreement, which EUSD fails to correct within a reasonable period of time. In the event of a default by EUSD, City shall give EUSD written notice to EUSD of such default. If EUSD fails to remedy said default within 30 days of such notice of default or fails to commence to cure such default which cannot reasonably be cured in 30 days, City may terminate this Agreement. However, in the event that the City terminates because of an occurrence of default by

EUSD, EUSD shall be required to repay to City a portion of the rent paid pursuant to Section 4 of this Agreement, in accordance with the schedule attached hereto as **Exhibit D**. Nothing in this section shall be interpreted to restrict or otherwise affect each party's right to seek correction of or other remedies for the other's default, or resolution of any other dispute under this agreement, as provided for in Section 18.

c. City Termination of Lease of Pool Area. After the initial five years of the term of this Agreement, the City may terminate the provisions of this Agreement with respect to the lease of the Pool Area by providing 45 days written notice of such termination to EUSD. Such termination shall eliminate the City's obligation to provide regular, preventive and major maintenance for the Pool Area pursuant to Section 6 of this Agreement, to pay for utilities for the Pool Area pursuant to Section 8 of this Agreement and to provide Property insurance for the Pool Area pursuant to Section 12.b.ii of this Agreement.

17. Redevelopment Agency Reimbursement. This Agreement is subject to and conditioned upon the City entering into a Reimbursement Agreement with the Redevelopment Agency of the City of Emeryville ("Agency") pursuant to which the Agency reimburses the City for the cost of all payments authorized to be paid for pursuant to the Community Redevelopment Law and the Emeryville Redevelopment Plan.

18. Dispute Resolution. Any dispute between the parties under this Agreement that the parties are unable to resolve may be resolved through the judicial process, except that the parties hereto may agree to resolve such dispute through an alternative means of dispute resolution, including but not limited to non-binding mediation.

19. Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and attorneys' fees.

20. Entire Agreement; Amendments. This Agreement and all exhibits, addenda, schedules and agreements referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the Agreement between City and EUSD pertaining to City's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be amended only by an agreement in writing signed by City and EUSD.

21. Exhibits. The Exhibits attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.

22. Reasonableness and Good Faith. Except as limited elsewhere in this Agreement, whenever this Agreement requires City or EUSD to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

If either City or EUSD disagrees with any determination covered by this provision and reasonably requests the reasons for that determination, the determining party shall furnish its reason in writing and in reasonable detail within five business days following the request.

23. Partial Invalidity. If a court or arbitrator of competent jurisdiction holds any Agreement clause to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

24. Binding Effect. This Agreement shall bind and benefit the parties to this Agreement and their legal representatives and successors in interest.

25. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

26. Notices. Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and delivered to either party personally or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the party for whom intended, as follows:

To City:

City of Emeryville
1333 Park Avenue
Emeryville, CA 94608-3517
Attn: City Manager

To EUSD:

Emery Unified School District
4727 San Pablo Avenue
Emeryville, CA 94608
Attn: District Administrator

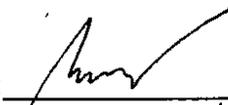
Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided.

27. Force Majeure Specific Exceptions. The time for performance of an obligation other than the payment of money under this Agreement shall be extended for the period during which a party is prevented from performing by acts of God, government or other force or event beyond the reasonable control of that party.

In witness thereto, the parties set forth below execute this Lease Agreement as of the date first written above.

EUSD

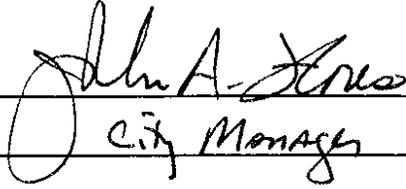
EMERYVILLE UNIFIED SCHOOL DISTRICT

By: 

Its: State Administrator

CITY

CITY OF EMERYVILLE

By: 

Its: City Manager

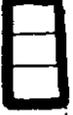
APPROVED AS TO FORM:

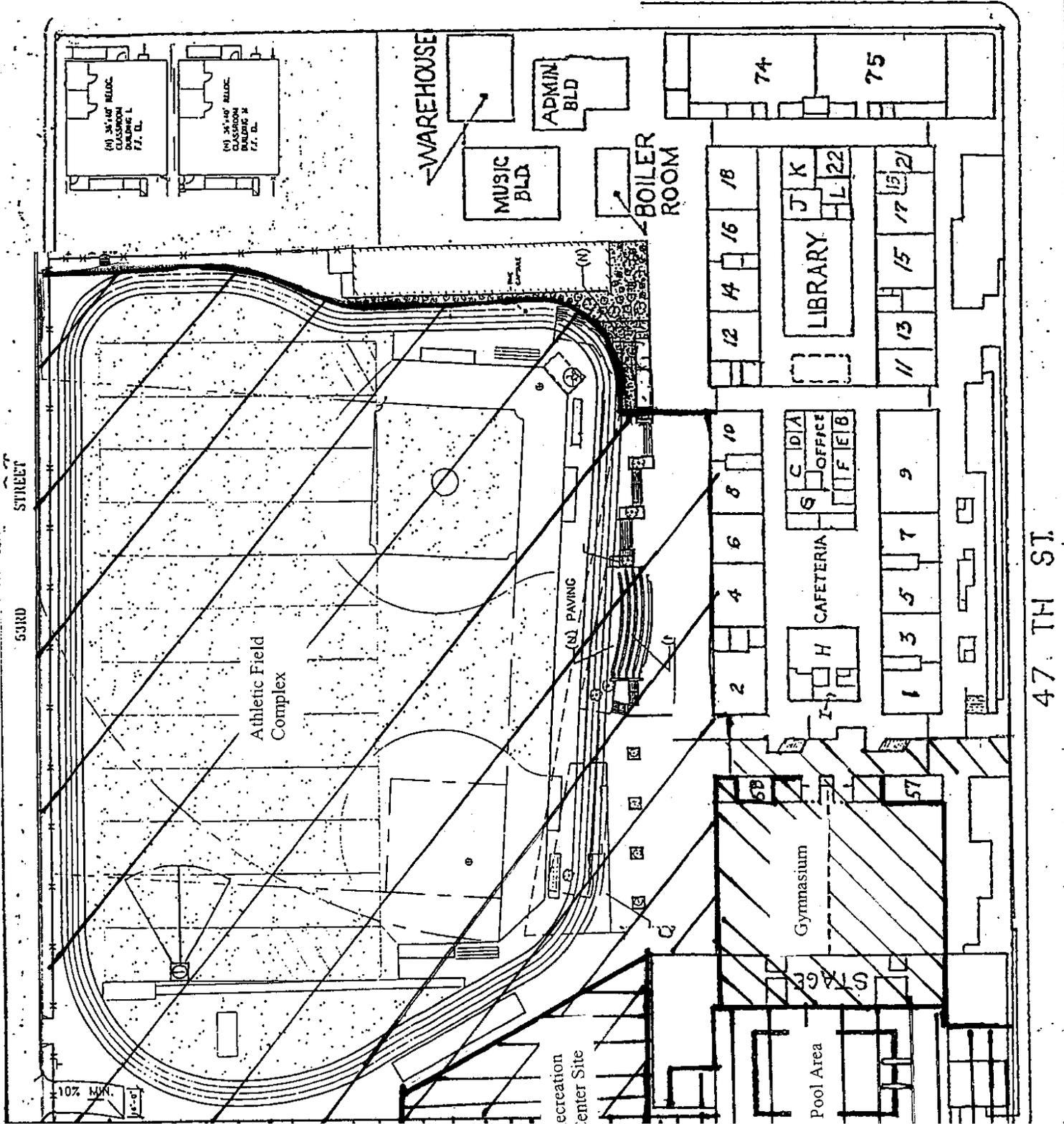
Michael L. Biddle
City Attorney

List of Exhibits:

- Exhibit A: Map of Premises
- Exhibit B: Detailed Map of Gymnasium and Pool Area
- Exhibit C: List of Repairs and Improvements
- Exhibit D: Repayment Schedule

Exhibit A
 City-EUSD Lease Agreement
 Map of Leased Premises

-  Gymnasium.....
-  Athletic Field.....
-  Pool Area.....
-  Recreation Center Site.....



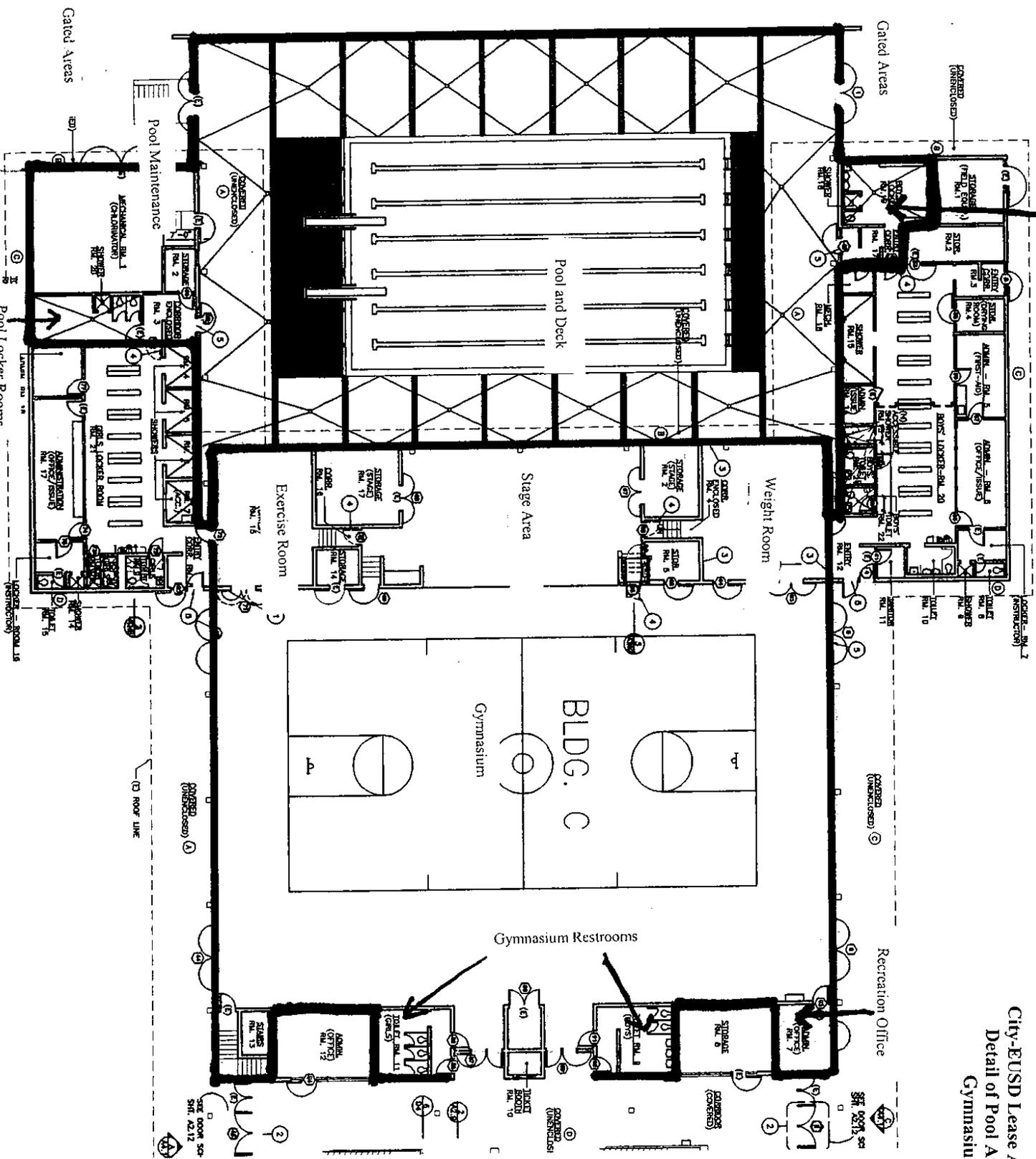
47 TH ST.

Pool Locker Rooms

BLDG. B

Exhibit B

City-EUSD Lease Agreement
Detail of Pool Area and
Gymnasium



Pool Area
 Pool and Deck
 Pool Maintenance Area
 Pool Locker Rooms
 Gated Areas
 Cement Access Corridor (no

Gymnasium
 Gymnasium
 Stage Area
 Gymnasium Restrooms
 Exercise Room
 Weight Room
 Recreation Office
 Access to 47th Street (not sho

SEE ROOM SCHEDULE
SHEET 2212

**CITY/EUSD LEASE AGREEMENT
EXHIBIT C**

CITY IMPROVEMENTS

As defined in Section 13 of the Agreement

POOL TANK

- Treat and clear water
- Repair pump
- Repair/patch pool tank liner
- Reseal tank at tile stripe
- Repair filter system
- Install pool covers
- ✓ Install California ADA compliant pool lift
- ✓ Replace pool heaters

GIRLS LOCKER ROOM

- Reballast lights
- Replumb and/or replace sink
- Retrofit toilets
- Replace toilet partitions
- Install California ADA compliant fixtures
- Rebuild shower valve
- Paint walls and benches
- Recondition tile floors
- Coat tile floor w/non-skid
- Rekey lock in door to pool
- Remove metal hooks from wall
- Remove graffiti
- Retrofit lockers

BOYS LOCKER ROOM

- Reballast lights
- Retrofit toilets and urinals
- Install new toilet and urinal partitions
- Replumb sink
- Install California ADA compliant fixtures
- Remove and replace lockers
- Replace ventilation system
- Paint walls and benches
- Recondition tile floors
- Coat tile floor with non-skid
- Rekey lock in door to pool
- Remove graffiti

CITY/EUSD LEASE AGREEMENT

EXHIBIT C

Page 2

CITY IMPROVEMENTS

As defined in Section 13 of the Agreement

POOL AREA/DECK

Install side gate to meet California ADA requirements for access to pedestrian traffic

Install new entry access and new signage

Install alarms

Replace front door and locks

Clean debris and install lights in pedestrian side entrance

Clean debris and restore area behind pool to useable condition

Improve aesthetic design of deck area

Install California ADA compliant shower outside, next to the boys locker room

Replace existing light fixtures with energy efficient fixtures (36 fixtures)

Remove corroded and cracked high diving board and stand

Recondition pool deck to meet safety standards with a non skid overlay

Repair water fountains

UTILITY ROOM

Install new utility meters for water, gas and electricity

Install chemical shower eye wash station

Replace chemical room door

Replace exhaust fan/ventilation

Replace roof over chemical storage room

Replace service panels and I.D. circuitry

Replace floor pump

CITY/EUSD LEASE AGREEMENT

EXHIBIT C

Page 3

EUSD IMPROVEMENTS

As defined in Section 13 of the Agreement

GYMNASIUM

Replace light bulbs as needed

Repair/replace fire boxes

Repair water fountain

Replace torn wall mats

Repair broken bleachers and replace missing handrails

Replace glass basketball backboards with plexiglass/safety glass backboards

Repair double door frames providing access from breezeway

GYMNASIUM REST ROOMS

Reballast Lights

Retrofit toilets, sinks, urinals

Install California ADA compliant sink and toilet fixtures

Recondition floor and wall tile

Patch & Paint walls and ceilings

Install new or reconditioned toilet partitions

Install/repair soap, hand towel and toilet paper dispensers

BACK PATIO

Replace broken patio tables

Repair water fountain by basketball court

FIELD

Repair turf

Evaluate irrigation system and repair as needed

Exhibit D
Repayment Schedule - 4% Discount Rate

Year of Lease	Future Value of City Payments (Paid in Years 1-5)	Future Value of Constant Stream of Payments	Repayment Amount (Difference)
6	\$1,803,411	\$477,635	\$1,325,776
7	\$1,875,547	\$568,750	\$1,306,798
8	\$1,950,569	\$663,509	\$1,287,060
9	\$2,028,592	\$762,059	\$1,266,533
10	\$2,109,736	\$864,550	\$1,245,186
11	\$2,194,125	\$971,141	\$1,222,984
12	\$2,281,890	\$1,081,996	\$1,199,894
13	\$2,373,166	\$1,197,285	\$1,175,881
14	\$2,468,093	\$1,317,186	\$1,150,907
15	\$2,566,816	\$1,441,883	\$1,124,934
16	\$2,669,489	\$1,571,567	\$1,097,922
17	\$2,776,268	\$1,706,439	\$1,069,829
18	\$2,887,319	\$1,846,706	\$1,040,613
19	\$3,002,812	\$1,992,583	\$1,010,229
20	\$3,122,924	\$2,144,296	\$978,629
21	\$3,247,841	\$2,302,077	\$945,765
22	\$3,377,755	\$2,466,169	\$911,586
23	\$3,512,865	\$2,636,825	\$876,040
24	\$3,653,380	\$2,814,307	\$839,073
25	\$3,799,515	\$2,998,889	\$800,626
26	\$3,951,496	\$3,190,854	\$760,642
27	\$4,109,555	\$3,390,497	\$719,059
28	\$4,273,938	\$3,598,126	\$675,812
29	\$4,444,895	\$3,814,060	\$630,835
30	\$4,622,691	\$4,038,632	\$584,059
31	\$4,807,599	\$4,272,186	\$535,412
32	\$4,999,903	\$4,515,083	\$484,820
33	\$5,199,899	\$4,767,696	\$432,203
34	\$5,407,895	\$5,030,413	\$377,482
35	\$5,624,210	\$5,303,638	\$320,572
36	\$5,849,179	\$5,587,793	\$261,386
37	\$6,083,146	\$5,883,314	\$199,832
38	\$6,326,472	\$6,190,656	\$135,816
39	\$6,579,531	\$6,510,291	\$69,240
40	\$6,842,712	\$6,842,712	\$0

EXHIBIT H
ADDENDUM TO LEASE AGREEMENT

This ADDENDUM TO LEASE AGREEMENT (“Addendum”) is made this _____ day of _____, 2011 (“Effective Date”), by and between the CITY OF EMERYVILLE (“City”), a municipal corporation, and EMERY UNIFIED SCHOOL DISTRICT (“EUSD”), a political subdivision of the State of California, (collectively, the “Parties”) with reference to the following facts:

WHEREAS, on October 15, 2002, the City and EUSD entered into a Lease Agreement (“Lease Agreement”) whereby the City paid One Million Five Hundred Thousand Dollars (\$1,500,000.00) to utilize certain portions of the property located within Emery High School (the “Premises”);

WHEREAS, the Parties have subsequently entered into two Memoranda of Understanding (MOU #1 on November ____, 2009 and MOU #2 on July 1, 2011) to spell out the Parties’ rights and obligations with respect to construction of the Emeryville Center of Community Life (the “Project”);

WHEREAS, this Addendum is Exhibit “H” to MOU #2 referenced in the previous Recital;

WHEREAS, the Parties have determined that the Premises defined in the Lease Agreement are not appropriate for construction of the City’s portion of the Project;

WHEREAS, the Parties cannot at this point in time identify upon which portion(s) of the Premises the City’s portion of the Project will ultimately be constructed;

WHEREAS, the Project, and the associated MOUs, are enabling the creation and construction of a New City Park on the Premises, and which shall also constitute the main playfield for the Project;

WHEREAS, by its current terms, the Lease Agreement expires on June 30, 2042;

WHEREAS, the Parties wish to extend the term of the Lease Agreement; and

WHEREAS, prior to or upon the conclusion of MOU #2, the Parties intend to enter into a third MOU (“MOU #3”);

NOW, THEREFORE, in consideration of the foregoing Recitals, and mutual promises and covenants of the Parties contained in this Addendum, and in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term. Section 2 of the Lease Agreement shall be revised to read as follows: “Pursuant to Section 3 below, the term of this Agreement commenced on July 1, 2002 (the

1. Term. Section 2 of the Lease Agreement shall be revised to read as follows: “Pursuant to Section 3 below, the term of this Agreement commenced on July 1, 2002 (the “Commencement Date”) and shall expire on June 30, 2101, unless otherwise extended or terminated by mutual agreement of the Parties. (the “Term”)”

2. Rent.
 - Section 4.f shall be deleted, and replaced with: “In exchange for extension of the lease Term set forth in Section 2 above, City shall pay EUSD Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), as follows:
 - i. Consistent with Sections 4.b(1) and 4.c of MOU #2, City shall pay to EUSD One Million Dollars (\$1,000,000.00).
 - ii. Prior to, or contemporaneously with, execution of MOU #3, City shall pay to EUSD One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00).”

 - A new section 4.g shall be added, as follows: “If MOU #2 (to which this Addendum is Exhibit “H”) is terminated pursuant to Section 17 therein, or if MOU #3 (as defined in MOU #2) is not executed, then the following refund provisions shall apply:
 - i. if the termination of MOU #2, or non-execution of MOU #3 (notwithstanding satisfaction of the Conditions Precedent contained in Section 2.b of MOU #2), was through no fault of EUSD, then no refund shall be owed and EUSD shall keep the Rent payments made to date; and
 - ii. if the termination of MOU #2 or non-execution of MOU #3 (notwithstanding the satisfaction of the Conditions Precedent contained in Section 2.b of MOU #2) is caused by EUSD, then City shall be refunded: (1) Seven Hundred Fifty Thousand Dollars (\$750,000.00) upon termination of MOU #2; or (2) Five Hundred Thousand Dollars (\$500,000.00) if MOU #2 is not terminated, but MOU #3 is not executed.
 - iii. if the termination of MOU #2 or non-execution of MOU #3 (notwithstanding the satisfaction of the Conditions Precedent contained in Section 2.b of MOU #2) is agreed to be “no-fault” by the District and City, then the Parties shall negotiate a mutually agreeable resolution to this refund at the time of that termination or non-execution.”

3. Assignment. A new Section 28 shall be added, as follows: “This Lease Agreement shall not be assigned by City or EUSD.”

Except as specifically modified by this Addendum, all of the terms and conditions of the Lease Agreement shall remain in full force and effect. In the event of a conflict between any term and

provision of the Lease Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date set forth above.

EUSD

EMERYVILLE UNIFIED SCHOOL DISTRICT

By: Megan Ori
Its: President, Board of Trustees

CITY

CITY OF EMERYVILLE

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

General Counsel for EUSD

Link to Original: <http://www.gamutonline.net/DisplayPolicy/653045/1>

[Emery USD](#) | [1000](#) | AR 1331 Community Relations

Use Of School Property For Public Purposes And As A Civic Center

Procedure

Permits for the use of school facilities (classrooms and equipment) shall be requested through the building principal and coordinated and authorized by the business office and shall be consistent with the Education Code 40040-40058 governing such use.

Permits for the use of school facilities other than classrooms and equipment shall be processed through the city. The city shall be responsible for scheduling the use of joint use facilities during non-school hours pursuant to the "Lease Agreement" executed between the city of Emeryville and the Emery Unified School District dated, October 1, 2002. All requests for use of joint use facilities by city, district or other community groups shall be submitted in writing to the city in a manner jointly developed by the City Recreation Director and District Business Manager.

Priority

The use of such facilities must not interfere with the regular conduct of school activities. City shall use joint use facilities in accordance with the "Lease Agreement" executed between the city of Emeryville and the Emery Unified School District dated, October 1, 2002. School functions in any school building or on any school property shall receive first priority over use by any other group or organization, whether day, afternoon, or evening sessions, and, and permits issued to any group may be revoked if it becomes unavoidably necessary for a school to use the space at the same time. If and when such action is necessary, every care shall be exercised by the responsible staff member(s) involved to give the permit holder as much advance notice as is possible. In cases that such cancellation cannot be avoided, district shall make every effort to provide an alternate school area or facility.

Applications for use of school buildings, grounds, and equipment shall be made at least one week (two weeks for use of Emery Secondary School) in advance of the time the use of the premises is desired.

Groups - Not Individuals

Permits shall not be granted for the personal or individual use of school property; however, authorized groups may use equipment pertaining to the use of the facility provided it is not removed from the premises. Use of equipment must be specified in the application for the Use Permit.

Supervision

In all cases there must be a responsible adult present on the premises during use. Ongoing users of school facilities (athletic league or nonprofit youth organizations, i.e. Boy/Girl Scouts) shall make arrangements with the site administrator for acceptable adult supervision during events. In these cases the responsible adult shall meet with the site administrator (at a time convenient to the site administrator) and review what is expected of the user to assure acceptable use and cleanup of the facility. The responsible adult shall meet periodically with the site administrator at the site administrator's discretion, to review user's use and cleanup of the facility. A security deposit may also be required prior to seasonal use, to assure the proper use of district equipment.

Cancellations

Cancellations of changes in facility or time must be reported by the user to the building principal at least forty-eight hours in advance. Use of outdoor facilities shall be subject to weather conditions as determined by the district grounds supervisor and the site administrator.

Restrictions

The possession or use of intoxicating liquor, quarreling or fighting, betting or any form of gambling, are expressly prohibited on school property.

Open Meetings

Permits for use of school buildings for meetings shall comply with Education Code 40044. Any use of school property intended to further a program or movement for the purpose to accomplish the overthrow of the government of the United States or of California by force, violence or other unlawful means pursuant to the provisions of Education Code Section 40044, is a misdemeanor.

Smoking

Smoking is expressly prohibited on school property.

Limits, Purpose-Space

Any group granted the use of any school facilities shall use them only for such purpose as are specified in the permit for use, and shall limit the use of the facility requested, i.e., the specific classroom, multi-purpose room, or other area.

Period

No permit shall be used for a period longer than the school year. The CITY shall accept applications on a school semester by semester and summer basis. At the expiration of each permit, written or personal application for renewal must be made at the CITY. Permits may be issued for use during the period from the date of application until the next June 30. Permits issued by the CITY shall not be considered approved until the site administrator approves the application. (Within three days of receipt of the application from the CITY.)

Damage Restoration

School property must be protected by the user from damage or mistreatment. Each group using such property shall be responsible for the condition in which it leaves the building and equipment. Damage to school property and /or equipment shall be paid for by the organization which has use of the building. A "Report on Use of District Facilities" form shall be completed by the site administrator to document damages and the user will be billed restitution in accordance with the Schedule of Fees. Users must keep the facility free of litter, spilled food/drink. No school furniture, apparatus or equipment of any kind, including classroom whiteboard preparation for the next school day, may be removed or displaced by any organization without permission of the building principal. Decorations must be completely removed by the group or organization in time for normal school use the following day.

Kitchens

The school principal is in charge of the equipment and supplies. Such equipment and supplies are the property of the Emery Unified school district and must not be used by any person or persons for private benefit.

Where use of kitchen is authorized, a regular member of the district custodial or food service staff shall be present, compensated, and the user billed accordingly. Unless specifically requested, the kitchens will be kept locked.

Charges (see schedule of fees attached)

1. All users of school facilities may request an administrative waiver of proposed fees, prior to use. The applicant shall first address the request to waive fees to the district Superintendent or Business Manager. The request by the applicant shall be in writing and specify why applicable fees should be waived. The applicant shall receive notification of the resolution of his request within three working days from receipt of the request by the Superintendent or Business Manager. If the applicant wishes to appeal the Superintendent's or Business Manager's decision, the applicant may request that his petition to waive fees be agendaized for the next regular Board of Education meeting for Board review and final resolution. A maximum of 30 days shall be allowed for Board review of a fee waiver request during the time period September through June; a maximum of 60 days shall be allowed for such review during the months of July and August.

2. Group I -Free Use

Educational groups, quasi-education groups, such as Parent Clubs and non-profit organizations who provide a direct benefit to the district, may use school facilities free of charge, if the period of use is less than two hours in a twenty-four hour period; or, less than ten cumulative hours in a calendar month. The above groups may use the facilities free of charge even when an admission fee or collection is made provided that all proceeds for such fees are spent for the welfare of the pupils of the Emery Unified School District. Use of district facilities by the city of Emeryville also qualify as free use (see district/city cooperative use agreement).

However, organizations under Group I when using district facilities on holidays and weekends will be responsible to reimbursing the district for the actual costs of custodial services as listed on the attached "Schedule of Fees". If there is a need for custodial services during the weekdays, actual costs for custodial services will be charged per the attached "Schedule of Fees".

3. Group II - Cost Use

Groups or organizations such as the Boy/Girl Scouts, Camp Fire Girls, athletic groups, clubs and associations organized for general character-building or welfare purposes, whose use of district facilities by virtue of the facility use, number of people present at the event or the length of facility use will be charged identifiable direct costs associated with their use (see Schedule of Fees).

4. Group III - Rental Use

Groups or organizations which charge admission fee or collect dues or contributions, or have an elected group of officers or representatives who receive compensation or any share of the profits of such group for directing, administering or participating in the group.

Payment of Fees

Payment will be made according to the established fee schedule. Such fees are paid directly to the Business Office. No gifts or donations in kind may be accepted by any individual school or employee of the school district in lieu of payment of fees as scheduled.

School Ground Use (Excluding Buildings)

Groups I and II are permitted to use the school grounds free of charge in the evenings, weekends and holidays provided that field lights, extra garbage pickups and custodial cleanup are not required and that a regular permit is properly issued and that the groups give way to any activity for school purposes preciously scheduled.

It is the policy of the Emery Unified School District Board that pedestrian access to playgrounds be left open for use by children and parents during the school year, Saturdays, Sundays, holidays and vacation periods, in the evenings and after-school hours. The only exceptions to this policy are:

1. Priority is given to any group having a grounds use permit.
2. Priority is given to school activities conducted under the Recreation Program or Summer Session.
3. No horses, self-propelled vehicles, go-carts, motor scooters, motorcycles, automobiles, or any other vehicular traffic will be permitted on the school grounds at any time, except for fund-raising events operated by parent clubs.

4. Use of equipment of any type which would present a hazard to other users or to the property such as golf balls, shot-put, archery, javelins, gasoline powered model airplanes or skateboards is forbidden.

Insurance

For their regular meetings, Parent Clubs are considered to be fully covered by district insurance.

Other groups are required to obtain insurance naming the district as an additional insured; such insurance shall be in the amounts:

\$100,000/\$300,000 Bodily Injury Liability

\$25,000 Property Damage Liability

Evidence of such insurance shall be provided to the district.

Schedule of Fees

A Schedule of fees will be prepared each year by the Business Office based on current costs and is attached to these administrative regulations.

Permits

Permits may be revoked whenever there has been a violation of these regulations.

Regulation EMERY UNIFIED SCHOOL DISTRICT

approved: August 23, 2010 Emeryville, California



EMERY UNIFIED SCHOOL DISTRICT
Internal Request for Facilities Use

APPLICATION FOR EUSD PROPERTY USE

Date of Request _____

Date of Activity _____

Please note that all requests must be approved and signed by the Site Administrator, and submitted to the Director of Facilities for reservation, **two weeks prior to the intended date of the event or activity.**

Class/Group/Grade/Name: _____

Beginning and Ending Times(s) of Activity: From _____ To: _____

Purpose of Activity: _____

Number of people _____

Locations to be reserved:

___EHS	___Anna Yates	___District Office	___Emery Theater	
___Emery Room	___Classroom(s) #	___		
___Library	___Gym	___Field	___Multi-purpose Room	___Swimming Pool
___Snack Bar	___Kitchen	___ESS Atrium	___Other	___

Equipment Required: ___Chairs ___Tables ___Microphone

If you are planning to change the configuration of furniture in a room or area, please provide a schematic drawing when submitting this form.

NOTE: At least 2 adults must be present at the activity. Some activities require more adults for supervision. Please check with the Site Administrator for more specific information on this request.

Sponsors: _____
Name and Title

Name and Title

Please see more on reverse side 

Rules and Regulations

- 1. Facilities must be under the supervision of responsible adults.*
- 2. A custodian must be on duty for event. The adults in charge are responsible for contacting the custodian on duty to notify him when the activity is completed before leaving.*
- 3. No smoking or alcoholic beverages are permitted on school grounds; this includes fields, breezeway, and sidewalks bordering school campuses.*
- 4. Use is confined to area/s named in the approved application, with appropriate corridor and lavatory facilities.*
- 5. School equipment will not be used unless specifically authorized. The supervision of and return of that equipment is the sole responsibility of the supervising adults.*
- 6. The group using the facilities assumes financial responsibility for all damages and clean-up.*
- 7. The adults in charge are responsible for seeing to it that the facility is returned to its original arrangement and conditions before leaving.*
- 8. Enforcement of rules is the responsibility of the adults in charge, who must be present during the entire period of use.*
- 9. Keys will not be issued for facility use.*

Approved

Denied

Site Administrator

Date

Reason for denial:



FACILITIES REQUEST FORM

PERMIT TO USE PUBLIC SCHOOL FACILITIES FOR PUBLIC MEETINGS

1. Facilities Requested: _____
 2. Date of Proposed Use: _____
 3. Hours facility should be open: _____ perf. Time: _____
 4. Equipment requested (piano, chairs, tables, blackboard, etc.) _____
 5. **Stage requirements for Auditoriums: Ten days prior to your use of the theatre, contact Manuel Villalobos, the Facilities and Maintenance Director, at 224-7953, to review your lighting, sound, and staging needs. Your signature below indicates that you have received and read the facility information & guidelines and agree to its rules and policies.**
 6. Purpose of meeting: _____
 7. Will an admission fee be charged or a collection taken? Check one: YES _____ NO _____
 8. Proceeds will be used for _____
 9. The undersigned states, that to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to overthrow the Government of the United States by force, violence, or other unlawful means.
that _____
the organization on whose behalf he/she is making application for use of school property, does not, to the best of his/her knowledge, advocate overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means and that, to the best of his/her knowledge, it is not a communist-action organization or communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.
We hereby certify that we shall be responsible, on behalf of our organization, for any damage sustained by the school premises, furniture, or equipment because of the occupancy of said premises by our organization. We agree to abide by and enforce the rules, regulations, and policies of the Emery Unified School District Board of Trustees governing the use of school premises.
 10. Non-profit groups must be registered with California Secretary of State as non-profit organization. A COPY OF NON-PROFIT CERTIFICATE (STATE CHARITY REGISTRATION NUMBER) MUST BE PROVIDED.
 11. **INSURANCE REQUIREMENTS:** Groups which are legally incorporated and carry their own liability insurance must submit a certificate of liability insurance naming the Emery Unified School District as co-insured and which meets the minimum insurance requirements: \$100,000/\$300,000 public liability and \$50,000 property damage must be provided ten (10) days prior to the scheduled date of use. If not, the application will be canceled.
 12. Applicants agree to hold the Emery Unified School District, its Governing Board, the individual members thereof, and all District officers, agents, and employees free and harmless from any loss, damage, liability, cost or expenses that may arise during or be caused in any way by such occupancy of school property. The applicant agrees to reimburse the School District for any damage to school property occasioned by or growing out of the use herein requested.
 13. Rental Fee: _____
 14. Name of Organization: _____ Phone: _____
 15. Assignment accepted by: _____ Billing Address: _____
- (THIS PERMIT IS NOT VALID UNLESS SIGNED AND RETURNED 14 CALENDAR DAYS BEFORE USE)**

16. Application Approved: _____ Date: _____
Manuel Villalobos – EUSD Facilities and Maintenance Director

17. Custodian's Report – The above organization used the facilities as listed above and followed the rules regarding their use with this exception: _____

Date: _____ Custodian: _____

EMERY UNIFIED SCHOOL DISTRICT - Schedule of Fees							
		WEEK DAYS/NIGHTS			WEEKENDS/HOLIDAYS		
		until 10:00 pm					
Group I Users:		No Charge for Facility			No Charge for Facility		
Educational groups, quasieducation groups, such as Parent Clubs, etc.		Unless services of a Custodian or Kitchen Staff are required			Custodial/Kitchen Staff Opening through cleanup		
Custodian/Kitchen Staff Charge:		\$36.00/hr weekday/school day			\$55.00/hr weekend/non-school day		
		2 hr minimum for opening/closing/cleanup			2 hr minimum for opening/closing/cleanup		
Group II Users:							
Groups such as Boy/Girl Scouts, athletic groups,							
Emery Secondary							
Gym:		\$25.00	per hour			see City	
Multi Purpose Room:		\$25.00	per hour			\$ 60.00	per hour
Kitchen:		\$25.00	per hour			\$ 60.00	per hour
Library/classrooms		\$25.00	per hour			\$ 60.00	per hour
ESS field/track:		\$ 53.00	per hour *			see City	
ESS field/track w lights:		\$ 74.00	per hour *			see City	
Anna Yates School							
Multi Purpose Room:		\$25.00	per hour			\$ 60.00	per hour
Kitchen:		\$25.00	per hour			\$ 60.00	per hour
Library/Classrooms:		\$25.00	per hour			\$ 60.00	per hour
Playground:		no charge				no charge	
Trash Pick-up:		\$60.00 for playground use				\$60.00 for playground use	
Emery Theater							
Boardroom:		\$ 60.00	per hour			\$ 60.00	per hour
Custodian/Kitchen Staff Charge:		\$36/hr weekday/school day			\$55 per hour		
		2 hr minimum for opening/closing/cleanup			2 hr minimum for opening/closin		
Group III Users:							
Groups which charge admission fee or collect dues or contributions							
Emery Secondary							
Gym:		see City				see City	
Multi Purpose Room:		\$50.00	per hour			\$ 60.00	per hour
Kitchen:		\$60.00	per hour			\$ 60.00	per hour
Library/classrooms		\$50.00	per hour			\$ 60.00	per hour
ESS field/track:		\$ 60.00	per hour *			\$ 53.00	per hour *
ESS field/track w lights:		\$ 75.00	per hour *			\$ 74.00	per hour *
Anna Yates School							
Multi Purpose Room:		\$25.00	per hour			\$ 60.00	per hour
Kitchen:		\$25.00	per hour			\$ 60.00	per hour
Library/Classrooms:		\$50.00	per hour			\$ 60.00	per hour
Playground:		no charge				no charge	
Trash Pick-up:		\$60/per use				\$60/per use	
Emery Theater							
Boardroom:		\$ 70.00	per hour			\$ 70.00	per hour

For staff use only
Rec'd _____



EMERY SECONDARY SCHOOL USE PERMIT APPLICATION

RETURN COMPLETED FORM TO:
Kevin Laven, Interim Rental/Events Coordinator
City of Emeryville, 4321 Salem Street, Emeryville, CA 94608
Tel: (510) 450-7813 Fax: (510) 652-0933 Email: klaven@emeryville.org

Instructions: Please circle, check, and/or fill out all answers completely in this application. Staff is available to help you with the application and answer any questions you may have. Incomplete or illegible applications will be returned!

NAME OF ORGANIZATION OR APPLICANT: _____

Primary Contact Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Mobile Number: _____

Secondary Contact Name and Mobile Number at Rental Site: _____

EVENT NAME (if applicable): _____

Event Location (circle one): Gymnasium Athletic Field Swimming Pool

Event Dates(s): _____

Annual Event? yes / no

Total Event Hours (Including Set-Up and Tear Down Time):

Start Time (Date) _____ a.m./p.m. End Time (Date) _____ a.m./p.m.

Actual Event Hours (Not Including Set-Up and Tear Down Time):

Start Time (Date) _____ a.m./p.m. End Time (Date) _____ a.m./p.m.

GENERAL EVENT CATEGORY: (check all that apply)

- Wedding Sports/Recreation Concert/Performance Other: _____
- Picnic Walk/Race Outdoor Market
- Party Filming Party/Reception

GENERAL EVENT DESCRIPTION: (Use additional paper if necessary)

ANTICIPATED ATTENDANCE PER DAY:

PARTICIPANTS _____

SPECTATORS _____

FOOD / BEVERAGES:

Will food and/or non-alcoholic beverages be served? yes / no

Will it be served to the public? yes / no

Will food be cooked on site? yes / no

If yes to public and on-site cooking, have you obtained health permits from Alameda County? yes / no

TICKETING, FUNDRAISING, AND PUBLIC ACCESS

Is event open to the public? yes / no

If yes: Is there an admission charge or suggested donation? yes / no

Are tickets sold in advance, at the door, or both? advance / door / both advance and door

Is this a fundraising event? yes / no

Will there be any live or amplified music? yes / no

If yes: Please describe: _____

SOLID WASTE MANAGEMENT

Describe your plans for clean-up and for collecting and disposing of refuse: _____

Describe your plans for recycling, composting and/or waste reduction: _____

NOTE: The City of Emeryville and Emery Unified School District requires recycling, composting and waste reduction measures. For more information regarding these topics, please contact Peter Schultze-Allen, Environmental Analyst, at 510-596-3728 or pschultze-allen@emeryville.org

TOILETS

If using the athletic field, will portable toilets be used at event? yes / no If yes, how many? _____

NOTE: Staff generally recommends one (1) toilet (permanent or portable) is available for every 250 men and two (2) toilets for every 175 women. At least 10% of toilets must be accessible to disabled persons. If your event is planned for night, all toilets/restrooms must be properly illuminated.

BUILDING & FIRE SAFETY:

Which of the following will you be using? Check all that apply.

- Gymnasium stage
- Temporary stages (if checked, how many: _____ what is the total height: _____ inches)
- School gymnasium or athletic field bleachers
- Temporary bleachers or other seating (besides the permanent gym/field bleachers)
- Tent or canopy over 2500 sq. ft. in area, 50ft. long, or 25 ft. high (if checked, how many: _____)
- Generators
- Outdoor temporary lighting
- Cooking/open flame devices
- First aid facilities
- Special effects (describe): _____
- Displays or structures (describe): _____
- Other set-up features not mentioned above (describe): _____

ACCESSIBILITY PLAN:

It is the applicant's responsibility to comply with all city, county, state, and federal disability access requirements applicable to the event, including the American with Disabilities Act (ADA). All indoor and outdoor sites, activities, and programs must be accessible to persons with disabilities. **Please provide your accessibility plan if this is a public event:**

SECURITY:

Will you be hiring a private security company? yes / no

Total number of security personnel to be used _____

Name of company: _____

Will any security guards be armed? yes / no If yes, how many? ____

NOTE: Emeryville Police Department personnel may be required at your event. Please contact Sergeant Mike Allen at 510-596-3723 or mallen@emeryvillepolice.us for questions regarding police and event security. All service providers (security, etc.) will be required to obtain an Emeryville Business License.

ENTERTAINMENT / SOUND AMPLIFICATION:

Will there be sound/music amplification during the event? yes / no

Hours of amplified sound/music:

Start _____ a.m./p.m. Finish _____ a.m./p.m.

Number of stages _____ Number of bands _____ Type of music _____

Names of entertainers _____

Describe other amplified sound _____

NOTE: Sound check time will be limited to a cumulative total of two (2) hours before start of event.

SITE PLAN OR MAP FOR RACES, TOURNAMENTS OR OTHER LARGE EVENTS:

A detailed, legible site plan to scale (1/8" = 1 foot preferred) or map **must** be attached to this application. Please show specific location of the following: concession areas; food concession and food preparation areas; portable and/or permanent toilet facilities; first aid facilities, tables and chairs, fencing, barriers and/or barricades; generators and/or source of electricity; tents/canopies; booths, exhibits, displays, or enclosures; scaffolding, bleachers, platforms, stages, grandstands, or related structures; vehicles and/or trailers; trash containers and dumpsters; parking sites, proximity to other buildings/structures, exit openings and pathways, and other related event components not covered above.

INSURANCE:

A certificate of insurance for a minimum of \$1,000,000 (one million dollars) general liability per occurrence naming the City of Emeryville, Emeryville Redevelopment Agency, and Emery Unified School District as additional insured is required. Some events may require higher limits, depending on the type of event. The City of Emeryville has special event insurance available for purchase through a secondary insurance vendor if interested.

INDEMNITY AND HOLD HARMLESS AGREEMENT:

The undersigned (hereinafter the "applicant") certifies that he/she has read and agrees to the City's Facility Rental Procedures, and acknowledges and understands that additional conditions and fees may be imposed or required at the time of the permit issuance.

The applicant agrees to indemnify, protect, defend and hold harmless the City of Emeryville, the Emeryville Redevelopment Agency, the Emeryville Unified School District, their officers, employees, agents, and volunteers against all claims, damages, expenses, loss, or liability of any kind or nature whatsoever resulting from the alleged willful or negligent acts or omissions of the permittee, its officers, agents, or employees in connection with the event and proximately caused by the permittee, its officers, agents or employees; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, defend any and all claims and all legal actions that may be commenced or filed against the City of Emeryville, the Emeryville Redevelopment Agency, the Emeryville Unified School District, their officers, agents, employees, or volunteers, and that the permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City of Emeryville, the Emeryville Redevelopment Agency, the Emeryville Unified School District, their officers, agents, employees, or volunteers as a result of the alleged willful or negligent acts or omissions of permittee or permittee's officers, agents, or employees in connection with the uses, events, or activities under the permit and proximately caused by the permittee, its officers, agents or employees.

The applicant further certifies under penalty of perjury under the laws of the State of California that the above information is a complete and accurate representation of the planned event.

I certify that I will fully comply with the City's Facility Rental Procedures and its accompanying procedures.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Submitted by (Print Name): _____ Title: _____

Signature: _____ Date: _____

City of Emeryville Staff Use Only Below:

Circle One: Permit Approved Permit Approved with Conditions (Attached) Permit Denied

Conditions of Permit : _____

Contacted Applicant? Yes / No
Date: _____
By: _____

Date Permit Was Sent To Applicant: _____
By: _____

Contacted School? Yes / No
School Staff Contacted: _____
Date: _____
By: _____

Permit #: _____ ActiveNet Receipt #: _____

**City of Emeryville
Master Fee Schedule
Community Services**

Effective July 1, 2011

<u>DESCRIPTION</u>	<u>FEE</u>	
Community Events Permit		
Community Event Permit, Application Fee, Resident	\$	40 per application
Community Event Permit, Application Fee, Non-Resident	\$	80 per application
Community Event Permit, Security Deposit	\$	50-1,000 per permit
Park Rental Fees for Picnic Areas		
Park Rental Application Fee, Resident	\$	5 per application
Park Rental Application Fee, Non-Profit	\$	5 per application
Park Rental Application Fee, Non-Resident	\$	10 per application
Marina Park, Site A or E, Resident	\$	40 per hour
Marina Park, Site A or E, Non-Profit	\$	20 per hour
Marina Park, Site A or E, Non-Resident	\$	50 per hour
Marina Park, Site B, C, or D, Resident	\$	20 per hour
Marina Park, Site B, C, or D, Non-Profit	\$	10 per hour
Marina Park, Site B, C, or D, Non-Resident	\$	25 per hour
All Other Parks, Resident	\$	20 per hour
All Other Parks, Non-Profit	\$	10 per hour
All Other Parks, Non-Resident	\$	25 per hour
Bounce House Use Fee - All Facilities, Resider	\$	15 per hour
Bounce House Use Fee - All Facilities, Non-Prof	\$	10 per hour
Bounce-House Use Fee - All Facilities, Non-Resider	\$	20 per hour
Alcohol Use Fee - All Facilities, Resider	\$	30 per hour
Alcohol Use Fee - All Facilities, Non-Prof	\$	20 per hour
Alcohol Use Fee - All Facilities, Non-Resider	\$	40 per hour
Deposit for Park Rentals	\$	50 per rental
Emery Secondary School Gym, Pool, and Field Rental Fees		
ESS Rental Application Fee, Resident	\$	20 per application
ESS Rental Application Fee, Non-Profit	\$	20 per application
ESS Rental Application Fee, Non-Resident	\$	40 per application
ESS Gym Rental Fee, Residen	\$	50 per hour
ESS Gym Rental Fee, Non-Profit and Youth Group, Mon-Thu	\$	40 per hour
ESS Gym Rental Fee, Non-Profit and Youth Group, Fri-Sun	\$	45 per hour
ESS Gym Rental Fee, Non-Resident	\$	60 per hour
ESS Gym Rental Preparation Fee	\$	30-1,000 per rental
ESS Gym Rental Deposit	\$	150-1,000 per rental
ESS Athletic Field Rental Fee, Resident	\$	25 per hour
ESS Athletic Field Rental Fee, Non-Profit and Youth Group, Mon-Thu	\$	20 per hour
ESS Athletic Field Rental Fee, Non-Profit and Youth Group, Fri-Sun	\$	23 per hour
ESS Athletic Field Rental Fee, Non-Residen	\$	50 per hour
ESS Athletic Field Rental Preparation Fee	\$	30-1,000 per rental
ESS Athletic Field Rental Deposi	\$	150-1,000 per rental
ESS Swimming Pool Rental Fee (1-25 People), Resident	\$	35 per hour
ESS Swimming Pool Rental Fee (1-25 People), Non-Profit (Mon-Thu)	\$	35 per hour
ESS Swimming Pool Rental Fee (1-25 People), Non-Profit (Fri-Sun)	\$	40 per hour
ESS Swimming Pool Rental Fee (1-25 People), Non-Resident	\$	45 per hour

City Schools Meeting 03.01.12

Background Summary and Staff Comments regarding the ECCL Conceptual Design presentation:

In late October of last year, the architectural process associated with the Emeryville Center of Community Life (ECCL) project was put on hold so that various funding challenges could be addressed. Now that all of those challenges have been successfully resolved, the project is ready to resume. Prior to last October, the Nexus Partners had involved the Emeryville community in numerous ECCL design workshops to assist with tailoring the project to local needs and wishes. Design workshops for Conceptual Design of the project were held with community members at four different times and at four different locations. In addition, input sessions were held with students, senior citizens, school staff at Anna Yates and at Emery Secondary School, and Community Services staff. The Nexus Partners architectural team gathered tremendous amounts of feedback through this work and is now in the process of finalizing the Conceptual Design Phase for the Emeryville Center of Community Life project. At the School Board meeting on Monday 13 February, the architectural team presented a summation and synthesis of all this community input and took comments from the Board. At this evening's City/Schools Committee meeting, the Committee will hear from the architectural team and will have an opportunity to give feedback. From this meeting, the architects will make any needed final changes to the plans and will present the Conceptual Design to a Community Design Workshop scheduled for 3 March 2012. Following that final Conceptual Design Workshop, the plans will be presented for approval of the Conceptual Design Phase to the School Board on Monday 13 March 2012.

This series of events that will finalize the Conceptual Design is important for the progress of the project. The overall schedule for the Emeryville Center of Community Life project has August 2015 as the goal for student occupancy of the new facilities. In order to reach this goal, it is necessary to rapidly bring the Conceptual Design Phase work to a close and move on into the Schematic Design Phase. After much public input, and with genuine responsiveness to that input on the part of the architectural team, a set of design concepts for a truly unique and much-needed new set of community facilities being finalized for approval so that the more detailed work design, documentation, and construction can proceed on schedule.

Emeryville Center of Community Life

EUSD Board Study Session: Finalizing Conceptual Design



nexus partners

EUSD Board Meeting
Study Session
Feb 13, 2012

What we are doing now...

- **Completion of Conceptual Design**
 - Receive Final input from EUSD Board
 - City Schools: Present at March 1st meeting
 - Community Engagement: Present at March 3rd Community Design Workshop
 - Board approval for Concept Design March 13th
- **Phasing Approach**
 - Phase 1: meets \$80m target budget (with \$10m flex)
 - Phase 2: adds additional area for population growth





Current Status of Conceptual Design

EUSD Board Meeting
Study Session
Feb 13, 2012

Synthesized Option in Response to Input from Staff/Community Workshops



Scenario A Program Diagram – Level 1

EUSD Board Meeting
Study Session
Feb 13, 2012



Scenario A Program Diagram – Level 2

EUSD Board Meeting
Study Session
Feb 13, 2012

Concept Plan Scenario A - Summary

- **Advantages**
 - Continuous building edge along San Pablo
 - Flexibility to allow K-3 at AYES until full co-location is possible with funding stream
 - 2-story building throughout
- **Challenges**
 - K-3 Program adjacencies (library-cafeteria) – Necessitates other planning moves
 - Requires building over culvert
 - Possible noise/visual disruption from interior play area in K-3 zone
 - Young age groups located close to San Pablo



Scenario B Program Diagram – Level 1

EUSD Board Meeting
Study Session
Feb 13, 2012



Scenario B Program Diagram – Level 2

EUSD Board Meeting
Study Session
Feb 13, 2012



Scenario B Program Diagram – Level 3

EUSD Board Meeting
Study Session
Feb 13, 2012

Concept Plan Scenario B - Summary

- **Advantages**
 - Continuous building edge along San Pablo
 - Flexibility to allow K-3 at AYES until full co-location is possible with funding stream
 - Retains most planning relationships from previous work and community/staff input
 - All Community Services on San Pablo
 - 3-story building increases open space
- **Challenges**
 - \$10M increment option achieved by combination of cold-shell for K-3 and some deferred site improvements



Phase I – \$10m increment option

EUSD Board Meeting
Study Session
Feb 13, 2012



ECCL Concept Plan – Phase 1

EUSD Board Meeting
Study Session
Feb 13, 2012



ECCL Concept Plan – Phase 2

EUSD Board Meeting
Study Session
Feb 13, 2012

Summary

The current conceptual design work:

- Respects and incorporates authentic community and staff engagement and input to date
- Moves forward the goal of a highly utilized, shared use facility that provides the District with a flexible build strategy
- Achieves the ECCL vision within the available funding stream



ECCL Concept Plan

EUSD Board Meeting
Study Session
Feb 13, 2012