

## EXHIBIT F

### TO JOINT OCCUPANCY LEASE AND DEVELOPEMENT AGREEMENT OPERATIONAL PROVISIONS

1. **OPERATION OF THE IMPROVEMENTS.** Hours of operation and schedules for all activities, including swimming pool activities, hours of Restricted District Use and hours of shared use by District and Tenant, shall be established from time to time, as agreed upon by the parties.

Scheduling shall include schedules of maintenance, supervision of program activities, supervision (by a licensed lifeguard) of swimming-pool activities and any other activity of critical import to the operation of the Improvements, as determined by the parties.

All costs associated with the supervision of activities, including but not limited to the cost of qualified lifeguards at all times the swimming pool is open to the public, including District Use hours and shared time, shall be borne by Tenant. Tenant may require reimbursement from the District, on a monthly basis, for the actual cost to Tenant of the qualified lifeguards supervising District students during Restricted District Use hours. After each period of Restricted District Use, District shall leave the Improvements clean and in good condition. It shall be the responsibility of District staff assigned to supervise the Restricted District Use hours to promptly report to the District and the Tenant any damages caused by such use. District shall promptly reimburse Tenant for the cost of repairing any such damage.

Tenant shall provide lockers and other necessary facilities to accommodate valuables of the persons using the Improvements and/or participating in the Programs. The lockers, shower and other facilities shall be available to all persons so making use of the Improvements during the Restricted District Use at no charge.

An initial schedule shall be in place no later than the date that construction is completed. Upon the final approval and execution of the Lease and these Provisions, the District and the Tenant shall appoint representatives to establish a committee (the "Steering Committee") to be responsible for preparing the required schedules of use and to ensure that all requirements of this Provision and the Lease are complied with. The parties shall agree on the time and manner of appointment and replacement of Steering Committee members.

2. **NO MAJOR ALTERATIONS.** Tenant shall have no right to conduct any major alteration of the Improvements or the Premises without District's prior written consent. A "major alteration" includes changes to the external colors approved by Landlord and any physical changes to the structures, internal or external.

3. **NO DRUGS.** The Feaster Charter School Property is a Drug Free Zone and no use of any illegal substances, tobacco or tobacco products, or consumption of alcohol, shall be permitted by Tenant on the Premises or the Improvements.
4. **COMPLIANCE WITH DISTRICT'S STORMWATER MANAGEMENT PROGRAM.** At all times during the construction and operation of the Improvements, Tenant shall comply with the then current Storm water Management Program. District has provided information to Tenant concerning the current requirements of said program. It shall be Tenant's sole responsibility to request bi-annual updates from the District and to ensure full compliance with all requirements of said program.
5. **FINGERPRINTING REQUIREMENT.** Tenant shall, at all times while the Lease is in effect, including during the construction period, comply with the finger printing requirement of the California Education Code Section 45125.1, as from time to time amended. Tenant may satisfy this requirement by obtaining a fingerprinting report (or background check report) for each person involved in the construction and/or operation of the Improvements or Programs, as applicable, that may come into contact with District students and by completing a certificate substantially in the following form:

#### **Certificate Concerning Finger Printing**

With respect to the GROUND LEASE AND DEVELOPMENT AGREEMENT ("Lease") dated \_\_\_\_\_, 20\_\_ by and between the CHULA VISTA ELEMENTARY SCHOOL DISTRICT, a school district organized and existing pursuant to the California Education Code ("District"), and YMCA OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation ("Tenant"), Tenant hereby certifies to the District's Board of Trustees that it has completed the criminal background checks required under the California Education Code, section 45125.1 or as renumbered, and that none of its employees, contractors, subcontractors, agents or volunteers that may come in contact with District students has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Tenant's Representative

\_\_\_\_\_  
Date:

If Tenant chooses to satisfy this requirement by the periodic filing of certificates similar to the above, Tenant shall update its filing each time a person not previously covered by a similar certificate is employed by Tenant, or a person



previously employed by Tenant is assigned a task that will bring him or her into contact with District students. While the Lease remains in effect, Tenant shall maintain adequate records of the results of its back ground checks and shall make them available to the District for inspection within 24hours of notice from the District that it wishes to inspect said records. In addition, Tenant shall promptly provide the District with a summary background report for any employees, con tractors, subcontractors, agents or volunteers whom Tenant discovers have been previously convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section I 192.7(c). In connection with those contractors, subcontractors or agents for whom Tenant can provide evidence to the District that no contact with students will occur, Tenant may complete the following certificate and may submit a written request to the District to make the findings specified therein:

#### REQUEST FOR EXEMPTION

With respect to the GROUND LEASE AND DEVELOPMENT AGREEMENT ("Lease") dated \_\_\_\_\_, 20\_\_ by and between the CHULA VISTA ELEMENTARY SCHOOL DISTRICT, a school district organized and existing pursuant to the California Education Code ("District"), and YMCA OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation ("Tenant"), Tenant hereby requests an exemption from its obligation to conduct background checks, as required under Education Code Section 45 125.1. The exemption is requested in connection with \_\_\_\_\_ (an individual employed by \_\_\_\_\_) or \_\_\_\_\_ (a contractor, subcontractor, or agent). Tenant believes that an exemption is warranted because:

\_\_\_\_ The individual, or all employees of the contractor, subcontractor or agent identified above, will have limited contact with DISTRICT students during the course \_\_\_\_\_; or

\_\_\_\_ Emergency or exceptional circumstances exist.

*(A FULL EXPLANATION MUST BE ATTACHED)*

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#### EXEMPTION FROM FINGERPRINTING REQUIREMENTS

The CHULA VISTA ELEMENTARY SCHOOL DISTRICT, a school district organized and existing pursuant to the California Education Code ("District"), has determined that \_\_\_\_\_ is exempt from the criminal background check certification requirements of the Education Code because:

\_\_\_\_\_ will have limited contact with  
DISTRICT students during the course of the  
\_\_\_\_\_ ; or

\_\_\_\_\_ Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date:

6. **COMPLIANCE WITH DISTRICT'S PESTICIDE USE POLICY.** All pesticide use must be in consultation with District maintenance staff and conformance with District Pesticide Use Policy, as said policy may be amended from time. A copy of the District's current pesticide use policy has been provided to Tenant.
7. **NON INTERFERENCE.** At all times while the Lease remains in effect, Tenant shall be responsible for ensuring that its contractors, subcontractors, agents, employees, guests, volunteers, program participants and any other person making use of, or visiting, the Premises and/or the Improvements, does not in any manner interfere with District activities at the Feaster Charter School and does not use or access any school facilities, including parking provided for school employees and/or school related purposes.
7. **ANNUAL REVIEW.** Annually, on or prior to the anniversary date of the Effective Date of the Lease, representatives of the District and the Tenant shall meet to review any and all issues related to the co-location of the Improvements and the school facilities at the Feaster Charter School Property, to review the Programs and discuss any changes Tenant proposes to make, to review this Provision and to make any revisions required to the Lease, any Exhibits thereof and/or to this Provision.
10. **AMENDMENT/CHANGES.** This Operational Provisions can be revised annually, or from time to time, as it becomes necessary to ensure that Tenant is operating in compliance with all applicable District policies at all times.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_

Date : \_\_\_\_\_

YMCA OF SAN DIEGO CO UNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_