

APPROVED

NOV 20 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-237

DATE November 20, 2019

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS ANGELES CENTER FOR ENRICHED STUDIES – FACILITY USE PERMIT FOR JOINT USE OF RECREATIONAL FACILITIES RETROACTIVELY FROM JULY 2019 THROUGH APRIL 2020; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF PERMIT] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA STATE CEQA GUIDELINES

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	* N. Williams	<u>NDW</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Retroactively approve the proposed Facility Use Permit (FUP) attached hereto as Attachment 1, issued by the Los Angeles Unified School District (LAUSD) defining details of the Department of Recreation and Parks' (RAP) joint-use of aquatic and athletic facilities at the Los Angeles Center for Enriched Studies (LACES), from July 1, 2019 through April 20, 2020, subject to the approval of the City Attorney as to form;
2. Find the proposed FUP is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant Article III, Section 1, Class 1 (14) [Renewal of Permit] of the City CEQA Guidelines and Article 19, Section 15301 of the State CEQA Guidelines;
3. Authorize RAP's General Manager or designee to execute the FUP upon receipt of the City Attorney's approval;
4. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for maintenance-related services upon the receipt of related invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services, for the period between July 1, 2019, and April 20, 2020; and
5. Authorize RAP's General Manager, or designee, to make technical corrections as necessary to carry out the intent of this Report

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SUMMARY

LACES is a LAUSD magnet middle school and high school, located at 5931 West 18th Street, Los Angeles 90035. The LACES campus encompasses a comprehensive athletic complex with an aquatics facility, a sports field, basketball courts, tennis courts, an indoor gymnasium, and a dance room, collectively referred to as the Recreational Facilities. The Recreational Facilities in place today are the result of a significant capital improvement project funded in part by the City's Proposition K grant program. Due to the Proposition K grant, a Joint Use Agreement (JUA) between the City, acting through RAP, and LAUSD was executed on June 4, 1998. A copy of the JUA is included as Attachment 3 to Report No. 19-208, attached to this Report as Attachment 2.

The mix of facilities at LACES is unusual for a JUA as it includes a swimming pool, outdoor sports facilities, and indoor athletic spaces, while typically Proposition K joint-use agreements cover only one of those amenity groups. The term of the JUA was for fifteen (15) years after completion of the improvements, which occurred in 2005. The JUA terminates in April of 2020, unless extended by the parties. Staff and LAUSD representatives are presently in discussions regarding a new joint-use agreement under revised terms and conditions for the continued use of the Recreational Facilities to provide various recreational opportunities for the benefit and enjoyment of the public.

The 1998 JUA includes language in Section 10 that authorizes LAUSD to issue facility use permits to RAP, such as the proposed FUP, in conformance with the Civic Center Act which requires RAP to follow procedures established by LAUSD in order to obtain said permits. On October 23, 2019, the Board retroactively approved facility use permits for Fiscal Years 2017-18 and 2018-19, under Report No. 19-208 attached hereto as Attachment 2, allowing RAP and LAUSD accounting staff to reconcile facility use records and financial data so they may invoice and pay joint use related expenses to each other, respectively. In the same fashion, staff recommends approval of the proposed FUP, as described in this report, so that respective accounting staff may perform the same reconciliation and payment process at the end of the current joint use period (July 2019 to April 2020), pursuant to the established, normal protocol. However, it should be noted that the existing JUA, executed in 1998, is due to expire on April 20, 2020, and the proposed FUP term is limited in its duration only up to April 20, 2020, as it must coincide with the term of the JUA pursuant to LAUSD requirements.

RAP staff is engaged in ongoing discussions with LAUSD regarding the preparation and execution of a subsequent new JUA, with similar but updated terms and conditions. Such discussions include but are not limited to, the removal of the weight room as a joint use component and the implementation of additional supervision during non-school hours to monitor both RAP and LAUSD after-school activities. RAP staff's objective is to finalize the new JUA for Board consideration in January or February 2020.

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As stated in more detail in the prior Report No. 19-208, the joint use activity at LACES is different from any other joint-use relationship between RAP and LAUSD, as it offers the public recreational opportunities in aquatics, outdoor sports, and indoor sports and cultural programming. The joint use relationship between RAP and LAUSD at LACES, along with the reconciliation process that RAP and LAUSD implement to process joint use activity invoices and related payments are also explained in more detail in Report No. 19-208 (Attachment 2).

The proposed FUP is comparable to the facility use permits approved by the Board for joint use periods from 2013 through June 2019, stipulating limited operations for RAP during non-school days and hours throughout the school year. Public programming occurs during non-school hours and days (5:30 p.m. to 9:30 p.m. on weekdays, and 8:00 a.m. to 9:00 p.m. on weekends and school closure days). RAP continues to provide LACES students with lifeguard and pool operational services during school hours for physical education classes and athletic competition. Under the proposed FUP and future new JUA, RAP staff will continue to occupy office space at LACES and operate the facility in the same fashion as a RAP recreation center.

Included in the proposed FUP are expense estimates from LAUSD describing possible charges to RAP for custodial, maintenance, repair, and other joint use expenses based on RAP's prior use; and expense estimates from RAP to LAUSD for charges related to lifeguard services and other staff costs for RAP services provide to LAUSD. The amounts listed are only for the proposed FUP term, July 1, 2019 through April 20, 2020. It is anticipated that a new JUA will be in place by April 20, 2020, thus continuing joint use operations and services through the end of the fiscal year. LAUSD and RAP will address respective costs and payments for the remainder of the 2019-20 fiscal year and beyond through the proposed new JUA. The following are the respective, estimated charges under the proposed FUP:

- **LAUSD Estimated Charges to RAP** – The estimate for LAUSD charges to RAP is approximately One Hundred Six Thousand, Nine Hundred Ninety-Six Dollars (\$106,996.00).
- **RAP Estimated Charges to LAUSD** - The estimate from RAP to LAUSD is approximately One Hundred Sixty One Thousand, Seven Hundred Twenty-Eight Dollars (\$161,728.00).

At the end of the joint use period, RAP Accounting and Aquatics staff will review and reconcile financial records based on data of actual use and operation, which will determine the actual cost of RAP services rendered during subject period. LAUSD leasing and accounting staff will perform the same process on their end. Once each agency has reconciled its records, each will invoice the other. When RAP receives the LAUSD invoice, accounting staff will verify that the LAUSD charges correlate with the actual days and times used for RAP programming at LACES, and that there is no overlap between maintenance costs reimbursed by RAP with such costs funded annually for LAUSD by the L.A. City Bureau of Engineering Proposition K Group (Prop-K), which

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administers Prop-K Grant related maintenance funds. This takes into account the likely credit applied through such Prop-K grant related maintenance funds paid to LAUSD by Prop-K prior to RAP actually invoicing LAUSD for the subject fiscal year.

ENVIRONMENTAL IMPACT

The proposed Project consists of a facility use permit for the operations and maintenance of the Los Angeles Center for Enriched Studies (LACES) from July 1, 2019 through April 20, 2020. Therefore, RAP staff recommends that the Board determines that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, and Class 1 (14) of the City CEQA Guidelines; and, Article 19, Section 15301 of the State CEQA Guidelines. Filing of a Notice of Exemption (NOE) with the Los Angeles County Clerk will occur upon Board approval.

FISCAL IMPACT

RAP's obligations related to public operations and reimbursement for maintenance costs at LACES are funded through RAP's regular budget approval process. LAUSD has estimated the annual maintenance reimbursement from RAP to LAUSD to be approximately \$106,996.00, for the period July 1, 2019 to April 20, 2020. The estimate for RAP Aquatics services provided to LAUSD from July 1, 2019 to April 20, 2020, and included in the proposed FUP is \$161,728.00, which will be adjusted with refinements to the line items billed, and final invoices will be reconciled with RAP records of actual use of the LACES facilities.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: To build financial Strength & Innovative Partnerships.

Outcome No. 3: In coordination with the Los Angeles Unified School District (LAUSD), the expansion of additional facilities and recreational opportunities.

Key Metric: Percentage of Angelinos with park access within ½ mile from their home

Result: RAP operations at LACES will provide a unique joint use opportunity offering both aquatics and recreational activities at a school campus which is not the norm, and usually found at a traditional park setting.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division

ATTACHMENTS

- 1) Proposed Facility Use Permit (July 2019 to April 2020)
- 2) Report No. 19-208

FACILITIES USE PERMIT

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

-and-

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

FOR

THE LOS ANGELES CENTER FOR ENRICHED STUDIES-5931 West 18th Street, Los Angeles, California

Part I: Basic Facilities Use Information

A. The term “**Recreational Facility**” shall collectively mean and refer to the facilities identified as follows in this Part I, A and shall be used in accordance with the scope of use set forth adjacent to each identified facility or as more particularly depicted as EXHIBIT A and A-1:

Facilities subject to this Permit:	Use of the Facilities:
1. The “Athletic Building” consisting of separate facility components for a gymnasium, swimming pool, and dance studio/multipurpose room;	1. CITY shall use the recreational facilities of the Athletic Building for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. The swimming pool shall be used for public aquatics programming and school related curriculum and activities. The gymnasium, and dance studio/multipurpose rooms shall not be used for dodge ball or other activity that involves throwing balls or other equipment or devices at another person, the improvements or at fixtures. In order to minimize damage to the wood floors of the dance studio/multipurpose room, users shall wear soft-soled, non-marking footwear and prohibited from wearing footwear with hard soles that may mark or damage the flooring.

<p>2. Outdoor Athletic Fields/Turf Areas;</p>	<p>2. The Outdoor Athletic Fields/Turf Areas is not a regulation sized field for soccer and football and such fact should be taken into consideration in the use of the field. CITY shall use the Outdoor Athletic Fields/Turf Areas for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the field in accordance with the purpose for which the facility was respectively designed and intended. Bicycles, motorcycles and other wheeled devices shall not be permitted on the field, except for maintenance purposes, in order to minimize damage to the field.</p>
<p>3. Running track;</p>	<p>3. CITY shall use the running track for classes, practices and track competition in a manner generally recognized as a consistent and safe use.</p>
<p>4. Outdoor basketball/volleyball courts and tennis court;</p>	<p>4. CITY shall use the outdoor basketball/volleyball courts and tennis courts for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. These outdoor courts shall not be used for roller skating, rollerblading, roller hockey, bicycling and other activities that may increase the wear and tear or damage the hardcourt surface or pose a safety risk.</p>
<p>5. Staff/Faculty Parking Lot;</p>	<p>5. CITY and/or CITY Permittees, as defined below, shall use the staff/faculty parking lot, located along 18th Street and as shown in Exhibit A, for the parking of automobiles, excluding commercial vehicles, on a non-exclusive first-come, first-served basis. Subject to supervision for safety, the</p>

	<p>Staff/Faculty Parking Lot may be used for vehicular and pedestrian ingress and egress to and from the adjoining street(s). CITY shall not allow the Staff/Faculty Parking Lot to be used for the sale and/or trade of automobiles in whole or in part, the maintenance or repair of automobiles, the exhibition of automobiles or as a flea market, swap meet, farmers market or other event in which new and/or used goods are offered for sale or barter. Any other use of the Parking Lot by CITY and/or CITY Permittees, as defined below, shall require the consent of both of the parties.</p>
<p>6. Shared Restrooms, as identified by DISTRICT</p>	<p>6. CITY shall use this facility for its commonly recognized intended purpose.</p>

<p>B. General Use Periods:</p>	
<p>1. District's Use Period.</p>	<p>6:00 a.m. to 5:30 p.m. Monday through Friday when the School is in session; PROVIDED, HOWEVER, that as set forth in Section 2(a) below District's Use Period may be extended to accommodate the School's programs such as, but not limited to, practices and competitions so long as DISTRICT provides CITY with written notice within a reasonable period of time prior to the School.</p>
<p>2. City's Use Period: --When the School is in session:</p>	<p>5:30 p.m. to 9:30 p.m. Monday through Friday or such time that School agrees to, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. The foregoing sun light requirement shall not apply to those facilities which comprise the Recreational Facility, are located indoors and may be safely used with existing artificial lighting.</p>

<p>-- When the School is not in session (closed for holidays recognized by DISTRICT, Winter and Spring Break and other intermissions between semesters or trimesters)</p>	<p>8:00 a.m. to 9:00 p.m. Saturday through Sunday and other applicable days, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. Pool Operating Hours for Summer 2019 shall be 10:00 a.m. to 9:30 p.m. Monday through Friday, and 11:00 a.m. to 5:00 p.m. on Saturday and Sunday.</p>

This FACILITIES USE PERMIT (this "Permit") is made and entered into this _____ day of _____, 201_, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter identified as "**DISTRICT**," and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as "**CITY**."

W I T N E S S E T H:

WHEREAS, DISTRICT has an existing school known as THE LOS ANGELES CENTER FOR ENRICHED STUDIES located at 5931 West 18th Street, Los Angeles, California 90035 (the "**School**").

WHEREAS, CITY and DISTRICT have agreed to share the use of the Recreational Facility, as defined in Part I above, and for the uses disclosed in Part I above and which use may be set forth in more detail in EXHIBIT A and A-1, attached hereto and incorporated herein by reference;

WHEREAS, this Permit is intended to set forth the parties understanding as to the shared use of the Recreational Facility and the terms and conditions applicable to such shared use;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

Part II: General Provisions

1. TERM

(a) The term of this Permit (the "**Term**") shall commence on July 1, 2019, (the "**Commencement Date**") and shall expire on April 20, 2020. However, CITY and DISTRICT shall in good faith negotiate the terms and conditions of subsequent permits for the continued shared use of the Recreational Facility based on the terms of the Joint-Use Agreement that was executed on _____, 2020 (so long as said Joint Use Agreement is valid and in full force and effect).

(b) Ratification. DISTRICT and CITY mutually agree that because of the need therefore, DISTRICT and RAP began performance of respective responsibilities herein prior to the execution hereof. By its execution hereof, DISTRICT and RAP hereby accept such responsibilities subject to all the terms, covenants, and condition of this Permit, and mutually ratify the terms and conditions contained herein for such responsibilities.

2. USE OF THE RECREATIONAL FACILITY

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facility shall be available for City's use during the time period of 5:30 a.m. to 9:30 p.m. each day of the week subject to District's Use Period, City's Use Period and the following:

(i) CITY acknowledges that DISTRICT's primary objective is to provide educational programming for students and the concept of "education" involves more than academic instruction but includes providing opportunities for competition (sports, dance, etc.), recreation, art, social interaction and life skills for the students and their families. As examples, and not intended to be construed as limitations, of events that provide benefits to the School and community, back-to-school events, athletic competitions, book fairs, school fairs and other fundraising activities, drama or musical rehearsals and productions, intramural sports leagues and enrichment educational and sports programs often occur after the School Hours, defined above. So long as DISTRICT provides CITY with a schedule of such School events prior to the commencement of each school semester, or if not practical to establish date prior to the commencement of the semester, then within a reasonable period of time prior to the School event, such School events shall take priority in the use of the Recreational Facility. In the event DISTRICT would like to use the Recreational Facility for an unscheduled School event during City's Use Period, DISTRICT and CITY, in good faith, will negotiate and mutually agree on whether the event can be accommodated during City's Use Period. Only School events proposed after School Hours by DISTRICT will receive the priority of use. With the exception of unanticipated, unscheduled school events, DISTRICT in good faith, shall make reasonable attempts to provide CITY with such requests for use of the Recreational Facilities during CITY's Use Period, three (3) weeks in advance of the proposed School event. Requests for School use of the Recreational Facilities during CITY's Use Period for extended time frames shall be limited to periods of six (6) weeks or less, so that CITY programs and activities are not adversely impacted. Special events conducted by third-parties at the Recreational Facilities during CITY's Use Period, including permit groups and individuals discussed in Section 10.a herein, shall not be afforded such consideration and shall be required to seek approval and coordinate with CITY.

(ii) As a means of generating funds for extracurricular activities for the benefit of the students, DISTRICT allows its Schools to be leased or licensed for non-School events such as, but not limited to, filming. DISTRICT shall provide written notice to CITY of any lease or license of the School, excluding the Recreational Facility, and the funds generated from such use shall be the sole property of DISTRICT. In the event the filming request is for or includes the Recreational Facility, DISTRICT shall provide CITY with three (3) weeks advance written notice from the scheduled event date for filming, and CITY and DISTRICT, in good faith, shall coordinate their respective schedules to accommodate the filming if CITY does not have a previously scheduled event or program and the funds generated from such filming shall be the sole property of DISTRICT for the benefit of the School.

CITY and DISTRICT may mutually agree upon any changes to the use periods.

(b) Use of the Recreational Facility. CITY and DISTRICT agree that the Recreational Facility shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above. CITY shall use the Joint Use Areas, including the Staff/Faculty Parking Lot, as permitted hereunder in compliance with applicable laws, including laws pertaining to Hazardous Substances. As used herein, the term "Hazardous Substances" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect,

either by itself or in combination with other materials, is either: (i) potentially injurious to the public health, safety or welfare, or the environment; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability of DISTRICT or CITY to any governmental agency or third party under any applicable statute or common law theory.

(c) Staffing. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facility during the City's Use Period. CITY shall provide lifeguard services for the District's Use Period as requested by DISTRICT and DISTRICT shall reimburse CITY for the cost of these services based on an estimate and according to a standard formula template shown in Exhibit C, attached hereto and incorporated herein.

CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facility if CITY will not be exercising its priority to use the Recreational Facility either for itself or on behalf of any other person(s), organization(s) or entity(s) and City's Use Period shall be available for any public use pursuant to the issuance of a Civic Center Permit in accordance with DISTRICT procedures.

(d) Securing the Recreational Facility. If DISTRICT is the last user of the Recreational Facility or CITY has notified DISTRICT that it will not be using the Recreational Facility during City's Use Period on any identified day or days, DISTRICT shall lock and secure the Recreational Facility, including any gates for the Staff/Faculty Parking Lot. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, if applicable, CITY shall lock and secure the Recreational Facility including, but not limited to, any gates for the Staff/Faculty Parking Lot.

(e) Clean and Sanitary Condition. At the end of District's Use Period and any period of use during City's Use Period granted by CITY, DISTRICT shall visually inspect the Recreational Facility including the Staff/Faculty Parking Lot and the restroom facilities provided for in Section 3 below, and perform custodial, trash removal, and grounds maintenance services including pick-up and removal of trash and debris so that these areas are in a clean condition for CITY's use. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, CITY or its permittee shall visually inspect the Recreational Facility including the Parking Lot and restroom facilities provided for in Section 3 below, and pick-up trash and debris so that these areas are in a clean and sanitary condition prior to the next DISTRICT use. DISTRICT shall provide custodial, trash removal, and grounds maintenance services subsequent to City Use and prior to District Use in lieu of CITY performing such work and CITY shall reimburse District for those services ("Maintenance Charges"). Other DISTRICT maintenance responsibilities are set forth in the Joint Use Agreement for the Recreational Facility dated June 4, 1998.

(f) No Use of the Recreational Facility. The Maintenance Charges for all or any individual facility comprising the Recreational Facility shall be proportionately reduced and CITY shall not be liable for the damage and/or destruction of all or any portion of any individual facility comprising the Recreational Facility on the following situations:

(i) CITY is denied use of all or a portion of the Recreational Facility during City's Use Period for a period beyond three (3) consecutive days; and/or

(ii) CITY elects not to use all or any individual facility comprising the Recreational Facility and CITY provides DISTRICT with a minimum of four (4) weeks prior written notice of such election.

As an example, and not as a limitation, if CITY elects not to use the dance studio/multipurpose room for a defined period and notifies DISTRICT accordingly, the Maintenance Charges for the dance studio/multipurpose room shall be proportionally adjusted and CITY will not be liable for damage and/or destruction to the dance studio/multipurpose room for the defined period.

3. RESTROOM FACILITIES

During the City's Use Period and any period of use granted to CITY by a Civic Center Permit, CITY shall have access to the restroom facilities identified by DISTRICT (the "Shared Restrooms") upon the commencement of this Permit. DISTRICT shall replenish any supplies used for the Shared Restrooms and CITY shall pay a prorated amount of the cost to replenish the supplies based on CITY's use. During the District's Use Period and any period of use granted by written permission from CITY during City's Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the Shared Restrooms for maintenance, repair, renovation or improvement by providing thirty (30) days written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms.

4. MAINTENANCE CHARGES

DISTRICT shall provide general maintenance of the Recreational Facility. CITY agrees to reimburse DISTRICT for the costs and expenses incurred for the maintenance of the Recreational Facility including pool maintenance that are in accordance with the responsibilities that are enumerated in the Joint Use Agreement that was executed on June 4, 1998. CITY shall reimburse the District for its pro rata share of maintenance costs pursuant to EXHIBIT B, attached hereto and incorporated herein by reference. If DISTRICT's maintenance of any individual facility comprising the Recreational Facility is deemed inadequate by CITY for CITY's reasonable use during City's Use Period, CITY may perform the maintenance so long as all of the following conditions have been satisfied: (i) CITY shall notify DISTRICT in writing of the inadequate maintenance, with reasonably sufficient information to allow DISTRICT to assess whether the facility is below DISTRICT standards, including those of the Office of Environmental Health & Safety, for use by its students; and (ii) DISTRICT determines that it cannot physically commence performance of the work needed to bring the facility to DISTRICT standards within thirty (30) days of DISTRICT's receipt of CITY's written notice.

5. DAMAGE AND DESTRUCTION

(a) District Use Period. Any damage or destruction of the Recreational Facility that occurs during District's Use Period or any period of use granted by permission from CITY shall be repaired or replaced by DISTRICT, at its sole cost and expense, consistent with School standards.

(b) City Use Period. Any damage or destruction of the Recreational Facility that occurs during City's Use Period or any period of use granted by Civic Center Permit to CITY shall be repaired or replaced by DISTRICT consistent with School standards and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement.

6. UTILITIES

CITY acknowledges and agrees that DISTRICT shall not be liable for the lack of utility service such as, but not limited to, electricity, water and sewer if such service cannot be provided for reasons beyond the control of DISTRICT. As an example, and not as a limitation, the main water line providing service to the School is severed by third parties.

7. CALIFORNIA CODE

The provisions of this Permit constitute an express agreement between DISTRICT and CITY with respect to any and all damage to, or destruction of, all or any part of the Recreational Facility, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Permit or any damage or destruction to all or any part of the Recreational Facility.

8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Permit to the School and/or the underlying real property for said School, nothing in this Permit is intended to give CITY any rights to use the facilities and real property of the School which are not identified as part of the Recreational Facility.

9. CONSIDERATION

No rent for the use of any of the Recreational Facility described herein shall be payable by either party to the other party.

10. NO TRANSFER

Neither party shall have the right to assign, sublease or otherwise transfer its interests in this Permit to any third party except as follows:

(a) DISTRICT. DISTRICT shall be permitted to allow the students and user groups of the School to use the Recreational Facility at the times and for the purposes DISTRICT is permitted to use the same under this Permit. DISTRICT shall be permitted to grant Civic Center Permits, pursuant to the Civic Center Act of the California Education Code, for the use of the Recreational Facility during District's Use Period on terms and conditions consistent with this Permit. The organizations to which DISTRICT grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**District Permittees**" and permits permitted hereunder to be granted by DISTRICT to the District Permittees are referred to herein as the "**District Permits**." All District Permits shall be subject and subordinate to the terms and conditions of this Permit. The District Permits shall also expressly state that the District Permit is revocable without notice or opportunity to cure in the event DISTRICT, in its sole discretion, determines that the District Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit. DISTRICT shall indemnify and hold harmless CITY. No District Permittee shall be considered a third party beneficiary of this Permit.

(b) CITY shall be permitted to allow the public and grant to youth sports organizations and/or teams, pursuant to CITY's standard permitting procedures and otherwise in compliance with all applicable laws, a permit to use the Recreational Facility for recreational purposes at the times and for the purposes CITY is permitted to use the same under this Permit. The youth sports organizations and/or teams to which CITY grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**City Permittees**" and permits permitted hereunder to be granted to CITY to the City Permittees are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Permit. The City Permits shall also expressly state that the City Permit is revocable at the pleasure of the Board of Recreation and Park Commission. In the event DISTRICT, in its sole discretion, determines that the City Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Permittee to comply with the terms and conditions of this Permit to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Permittee. Further, CITY shall inform the City Permittees and those persons using the Recreational Facility in connection with the City Permits by expressly stating in the City Permits that DISTRICT shall have no liability for any reason or in any manner whatsoever to such persons or entities, including, without limitation, DISTRICT's exercise of its rights hereunder to cause the revocation of a City Permit. In the event that any City Permit is revoked, CITY shall indemnify and hold harmless DISTRICT. No City Permittee shall be considered a third party beneficiary of this Permit.

11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Permit to be observed or performed by that party within fifteen (15) days after notice thereof has been provided to the non-observing party by the other party, or if performance is not possible within said period, any failure of the non-observing party to commence performance within said period

and to diligently prosecute such performance to completion, shall constitute a default and breach of this Permit by the non-observing party. In the event of any default and breach by either party under this Permit, the non-observing party shall be liable to the other party for monetary damages incurred by said party in connection with said breach and default.

12. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Los Angeles Unified School District
Leasing & Space Utilization
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Albert Grazioli, Asset Development Director
Phone: (213) 241-6785 Fax: (213) 241-6784

With copy: Los Angeles Unified School District
Office of General Counsel, Facilities Services
333 S. Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Mark A. Miller
Phone: (213) 241-4989 Fax: (213) 241-8386

CITY: Department of Recreation and Parks
City of Los Angeles
3900 Chevy Chase Drive
Los Angeles, California 90039
Attn: Joel Alvarez, Partnership Division
Phone: (818) 243-6488 Fax: (818) 243-6447

With copy to: City Attorney's Office
200 N. Main Street, City Hall East, 7th Floor
Los Angeles, California 90012
Attn: Strefan Fauble, Deputy City Attorney
Phone: (213) 978-8156 Fax: (213) 978-8211

13. DISTRICT AND CITY COMMUNICATION

On the part of CITY, the contact persons for daily operational issues shall be the Director of Van Ness Recreation Center and the Aquatics Supervisor for the School. On the part of DISTRICT, the contact persons for daily operational issues shall be the Athletic Director and the Vice Principal.

Reports in regard to the cleanliness and sanitation of the Recreation Facilities, including conditions of the Pool, shall be sent to the Principal or his/her designee for immediate review and

action as necessary.

14. ATTORNEYS' FEES

In the event either party brings an action or claim for breach of this Permit against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred in the pursuit or defense of such claim, as required by law.

15. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Permit. This Permit, the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, and warranties of the parties relating in any manner to the use and occupancy of the Recreational Facility shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Permit can be modified, deleted or added to except in writing signed by the parties hereto.

16. COUNTER-PARTS

This Permit may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Permit attached thereto.

17. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

18. SEVERABILITY

If any term, covenant or condition of this Permit shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Permit shall not be affected thereby, and each other term, covenant or condition of this Permit shall be valid and be enforced to the fullest extent permitted by law.

19. WARRANTIES

(a) DISTRICT's Warranties: As an inducement to CITY to enter into this agreement, DISTRICT represents warrants and covenants as follows:

(i) that it is a regularly organized and existing school district under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a school district, to enter this Permit (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Permit is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) CITY's Warranties: As an inducement to DISTRICT to enter into this agreement, CITY represents, warrants and covenants as follows:

(i) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a city, to enter into this Permit, and to consummate the transaction herein contemplated;

(iii) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) that this Permit is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

20. EXHIBITS

The parties hereto agree that the following exhibits shall be attached hereto and incorporated into this Permit:

- EXHIBIT A: Campus Site Plan, including Staff/Faculty Parking Lot and Athletic Building
- EXHIBIT A-1: Joint Use Facilities
- EXHIBIT B: Maintenance and Operation July 2019 to April 2020 Cost Estimate Matrix
- EXHIBIT C: Estimated Costs of Recreation and Parks Service Lifeguard Service to LAUSD for July 2019-April 2020

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Permit to be effective as of the day and year set forth above.

THE DEPARTMENT OF RECREATION
AND PARKS, CITY OF LOS ANGELES

LOS ANGELES UNIFIED SCHOOL
DISTRICT OF LOS ANGELES COUNTY

By: _____
Name:
General Manager
Dated: _____, 20__

By: _____
Albert Grazioli, Asset Development Director
Dated: _____, 20__

APPROVED AS TO FORM & LEGALITY

CITY ATTORNEY

Dated: _____, 20__

By: _____
Deputy City Attorney

EXHIBIT A

Campus Site Plan

LOS ANGELES CENTER FOR ENRICHED STUDIES
(LACES)

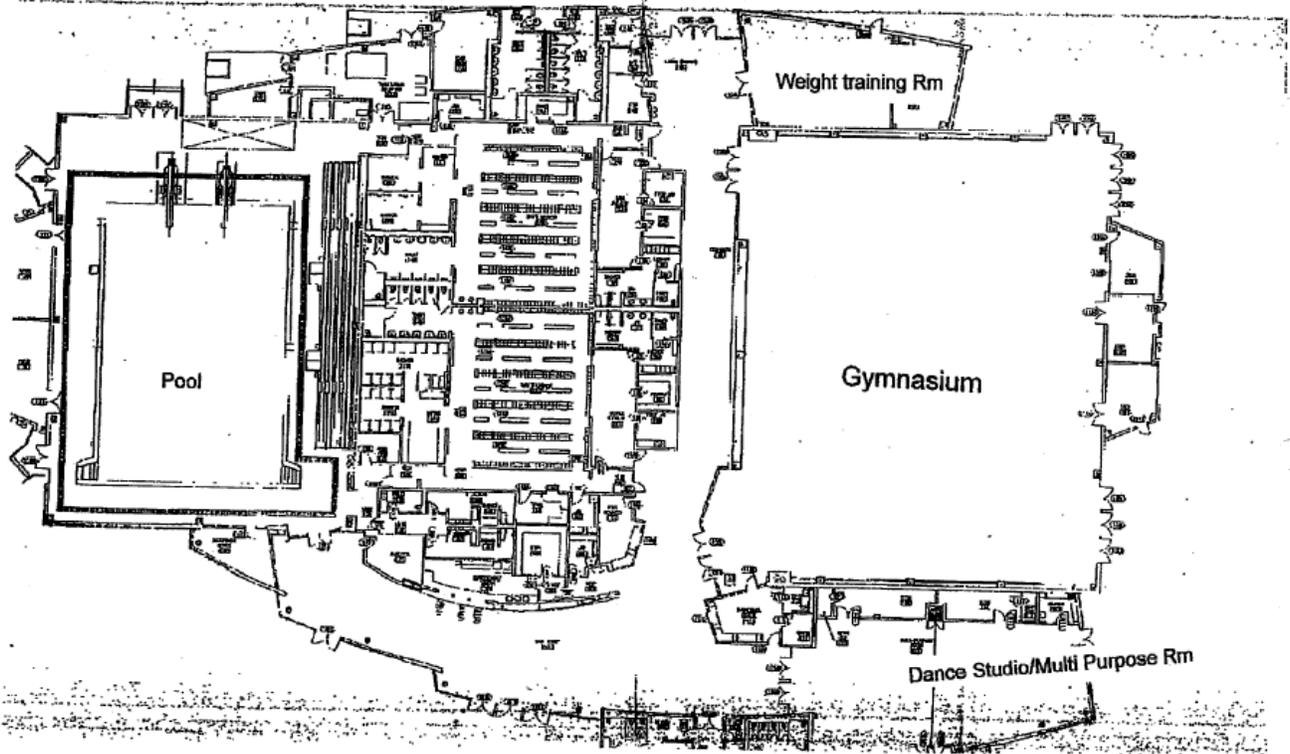


EXHIBIT A-1

Joint Use Facilities

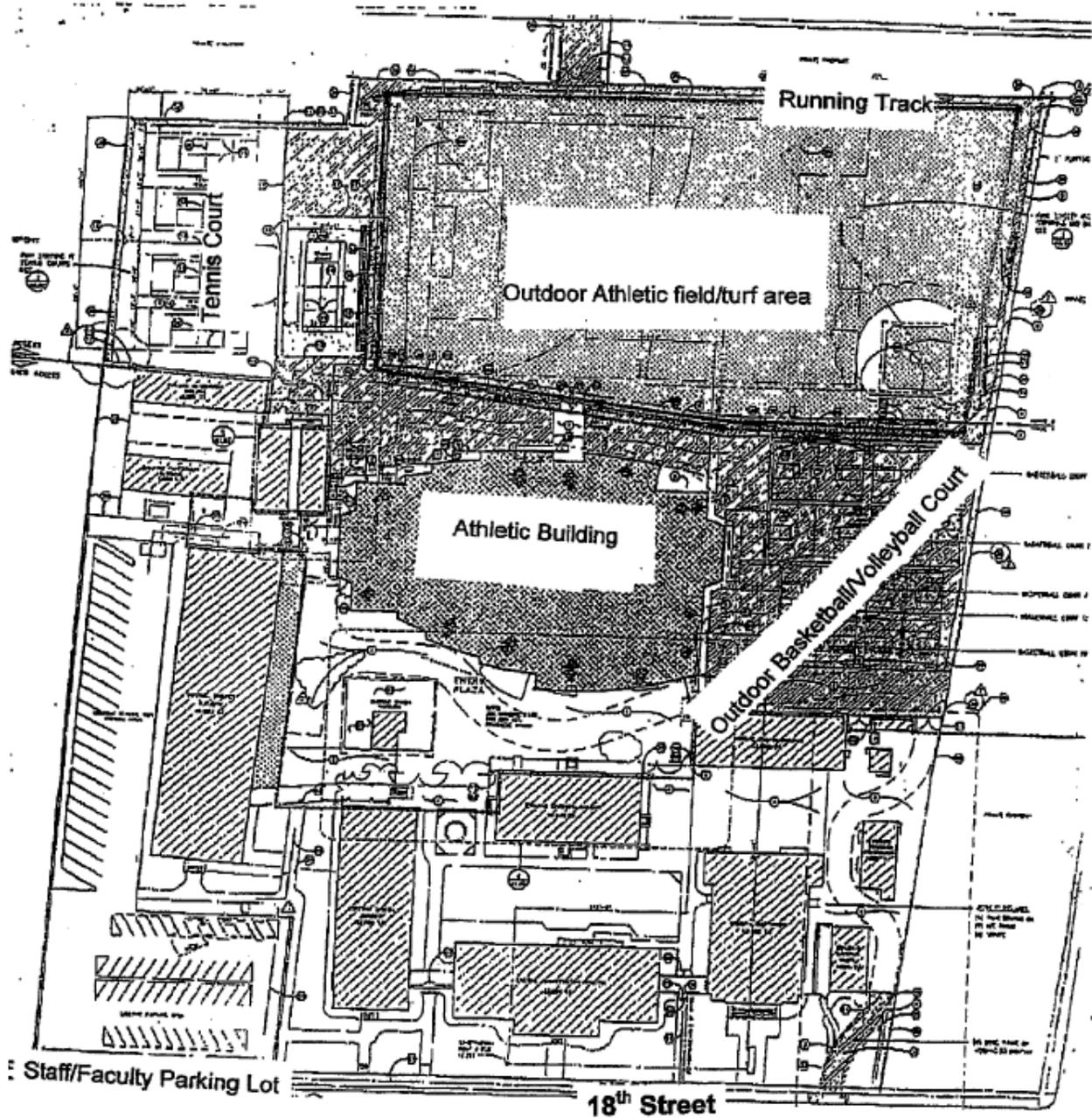


EXHIBIT B

LAUSD Maintenance & Operations July 2019 to April 2020 Cost Estimate Cost Matrix

SCHOOL SITE AND USE INFORMATION		Total Use	Percentage of area based on use	
Total square feet of LACES		667,649		
Approximate total square feet of indoor/outdoor athletic facility and percentage of area for joint-use		314,002	47.03%	
LA CITY REC AND PARKS LACES FACILITY HOURS OF USE PER YEAR - M-F: 6 pm - 9 pm school days; 9 am - 9 pm summer and school breaks; 8 hrs SA, 6 hrs SU		1780	51.09%	
LAUSD LACES FACILITY HOURS OF USE PER YEAR - 6 am - 6 pm school days		1704	48.91%	

MAINTENANCE & OPERATIONS SERVICES	CALCULATIONS	COSTS	FUNCTIONS
Pool Custodian labor (including benefits) - 8 hrs/day, 5 days/week	$(\$30.05 \text{ per hour for } 2000 \text{ hours}) \times 51.09\%$	\$ 24,564.41	Services provided by LAUSD during and after partner (City) use. Pool Services: Evaluating water condition, monitoring and maintaining computerized chemical release and pool equipment, cleaning of pool area and decking. Also services restrooms, cleans buildings, grounds upkeep. Pool closed 7/1/16 - 2/15/16. Hours effective 2/16/16.
Weekend Custodial Staff (8 hrs Saturday & 6 hrs Sunday, Weekdays - 1 hour & 4 hrs during Summer, Holidays 8 hrs)	$\$ 31.49 \text{ (OT rate)} \times 1032$	\$ 40,055.28	Services provided by LAUSD during and after partner (City) use. Athletic facility cleanup includes: sweeping, damp mopping, restroom cleaning and disinfecting surfaces, spot washing walls and doors, wall washing, servicing dispensers (toilet paper, paper towels, soap), light replacement, removing graffiti, trash removal, grounds upkeep.
Pool Chemicals	$\$3943.43 \times 51.09\%$	\$ 2,014.73	Charges for annual use of chlorine, acid, dry chemicals.
Gardening + landscaping	$((\$21,309.52 + 4,592.98) \times 47.03\%) \times 51.09\%$	\$ 6,223.97	LAUSD to maintain athletic field and other landscaped areas on a regular basis.
Annual Athletic Field Renovation	$(\$13,690.12) \times 51.09\%$	\$ 6,994.38	Aeration and renovation of athletic field once/year.
Pest Management	$(\$4,202.87 \times 47.03\%) \times 51.09\%$	\$ 1,009.89	LAUSD to provide all services according to required Integrated Pest Management Program. City not to apply any pesticides.
Annual Gym Floor Refinishing	$\$1804.64 \text{ (Labor)} + \$6,943.98 \text{ (Materials)} \times 51.09\%$	\$ 4,469.73	Includes all supplies and labor once/year.
Rubbish Collection	$(\$29,421.11 \times 47.03\%) \times 51.09\%$	\$ 7,069.44	Charges based on annual rubbish collection contract.
Supplies	$\$30/\text{day} \times \text{days } 292$	\$ 8,760.00	Based on daily use of paper towels, toilet paper, soap, etc.
SUBTOTAL		\$ 101,161.82	
Administrative Costs	19.3% of subtotal	\$ 19,524.23	Standard and customary overhead reimbursement
Proposition K Payment Credit	2019-20 (Estimated)	\$ (13,690.00)	Credit for maintenance reimbursement paid through Prop K for FY 2019-20
		106,996.06	Estimated

LACES Facility Use Hours FY20

Month	9am-9pm Summer and Breaks/Unassigned		Holidays (OT)		Weekday Evenings M-F 6pm-9pm		Saturdays		Sundays		LACES days for share of supplies	City Hours	6am - 6pm LAUSD Hours		School Hours	Pool Custodial Hours	Approximate Custodial OT (8 hr SA/6 hr SU) + 1 hr weekdays, + Holidays + 4 hours in Summer
	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days			Hours	Days			
Jul-19	12	22	12	1	3	0	8	4	6	4	31	332	12	0	0	176	156
Aug-19	12	13	8	1	3	8	8	5	6	4	31	252	12	8	96	168	132
Sep-19	12	1	8	1	3	19	8	4	6	5	30	139	12	19	228	160	93
Oct-19	12	1	8	0	3	22	8	4	6	4	31	134	12	22	264	184	82
Nov-19	12	3	8	3	3	15	8	5	6	4	30	169	12	15	180	144	115
Dec-19	12	5	8	1	3	15	8	4	6	4	29	169	12	15	180	160	99
Jan-20	12	7	8	1	3	14	8	4	6	4	30	190	12	14	168	168	106
Feb-20	12	0	8	1	3	19	8	5	6	4	29	129	12	19	228	152	91
Mar-20	12	0	8	0	3	22	8	4	6	5	31	128	12	22	264	176	84
4/1 to 4/20/20	12	6	8	0	3	8	8	3	6	3	20	138	12	8	96	112	74
											292	1780			1704	1600	1032
												51.09%			48.91%		

Excludes 12/25 & 1/1

EXHIBIT C

Estimated Costs of Recreation and Parks Lifeguard Service to LAUSD for July 2019-April 2020

	Total Labor	Full-Time CTO 16.20%	Total Gross Salaries	Full-Time Fringe Benefits 58.93%	Part-Time Fringe Benefits 9.78%	Full-Time Department Administration 12.78%	Part-Time Department Administration 14.58%	TOTAL Labor and Burden
Aquatic Facility Manager I	\$21,285							
Total for Full Time	<u>\$21,285</u>	<u>\$3,448</u>	<u>\$24,733</u>	<u>\$14,575</u>		<u>\$3,161</u>		<u>\$42,469</u>
Pool Lifeguard	\$17,155	\$2,779	\$19,935	\$11,747		\$2,548		
Seasonal Pool Manager I	\$5,807	\$941	\$6,748	\$3,977		\$508		
Total for Half Time - 20 hours or more per pay period	<u>\$22,963</u>	<u>\$3,720</u>	<u>\$26,683</u>	<u>\$15,724</u>		<u>\$3,056</u>		<u>\$45,463</u>
Pool Lifeguard	\$18,631		\$18,631		\$1,822		\$2,716	\$23,170
Seasonal Pool Manager I	\$6,307		\$6,307		\$617		\$920	\$7,843
Total for Half Time - Less than 20 hours per pay period	<u>\$24,938</u>		<u>\$24,938</u>		<u>\$2,439</u>		<u>\$3,636</u>	<u>\$31,013</u>
Pool Lifeguard	\$25,702		\$25,702		\$2,514		\$3,747	\$31,963
Seasonal Pool Manager I	\$8,701		\$8,701		\$851		\$1,269	\$10,820
Total for Part Time	<u>\$34,403</u>		<u>\$34,403</u>		<u>\$3,365</u>		<u>\$5,016</u>	<u>\$42,784</u>
Grand Total	<u>\$103,589</u>		<u>\$110,757</u>					<u>\$161,728</u>
TOTAL Estimate for Services to LAUSD at LACES								<u><u>\$161,728</u></u>

Notes:

- (1) Indirect Costs are based on Cost Allocation Plan (CAP) 41 for Full-time labor costs and CAP 39 for Part-time labor costs.
(2) Half-time employees who work 20 hours or more a pay period are subject to full-time indirect costs for that pay period.

APPROVED

OCT 23 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-208DATE October 23, 2019C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS ANGELES CENTER FOR ENRICHED STUDIES – FACILITY USE PERMITS FOR JOINT USE OF RECREATIONAL FACILITIES RETROACTIVELY FROM JULY 2017 THROUGH JUNE 2018 AND JULY 2018 THROUGH JUNE 2019; EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF PERMIT] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA STATE CEQA GUIDELINES

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NDW</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Retroactively approve the Facility Use Permits (FUPs), attached hereto as Attachment 1 and Attachment 2, issued by the Los Angeles Unified School District (LAUSD) defining details of the Department of Recreation and Parks' (RAP) joint-use of aquatic and athletic facilities at the Los Angeles Center for Enriched Studies (LACES) from July 1, 2017 through June 30, 2018, and July 1, 2018 through June 30, 2019, collectively referred to as the Project, respectively, subject to the approval of the City Attorney as to form;
2. Find the proposed Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant Article III, Section 1, Class 1 (14) of the City CEQA Guidelines and Article 19, Section 15301 of the State CEQA Guidelines.
3. Authorize RAP's General Manager or designee to execute the FUPs upon receipt of the City Attorney's approval; and
4. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for maintenance-related services upon the receipt of related invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services, for periods between July 1, 2017, and June 30, 2018, and July 1, 2018, and June 30, 2019.

BOARD REPORT

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SUMMARY

LACES is a LAUSD magnet middle school and high school, located at 5931 West 18th Street, Los Angeles 90035. The LACES campus encompasses a comprehensive athletic complex with an aquatics facility, a sports field, basketball courts, tennis courts, and an indoor gymnasium, a dance room, and a weight room, collectively referred to as the Recreational Facilities. The Recreational Facilities in place today are the result of a significant capital improvement project funded in part by the City's Proposition K grant program. Due to the Proposition K grant, a Joint Use Agreement (JUA) between the City, acting through RAP, and LAUSD, was executed on June 4, 1998, included with this Report as Attachment 3. The mix of facilities at LACES is unusual for a JUA as it includes a swimming pool, outdoor sports facilities, and indoor athletic spaces, while typically Proposition K joint-use agreements cover only one of those amenity groups. The term of the JUA was for fifteen (15) years after completion of the improvements, which occurred in 2005. The JUA terminates in April of 2020, unless extended by the parties. Staff and LAUSD representatives are presently in discussions regarding a new joint-use agreement under revised terms and conditions.

The joint use activity at LACES is different from any other joint-use relationship between RAP and LAUSD for the following reasons.

- The operation of the swimming pool differs from all other pool related joint use arrangements where LAUSD owns the land, and RAP owns the pools situated on school property and operates them for both students and the public. At LACES, LAUSD owns the land and pool improvements, and is responsible for maintenance and repairs, with costs shared between LAUSD and RAP on a pro-rata basis. RAP's Aquatics staff provide lifeguard services for classes and school activities, and operates the pool during non-school hours for the public.
- The JUA accommodates general public access to the facilities on weekends and other non-school days, as the school has a long-established pattern of public use by families for un-structured recreation. Access is strictly for LAUSD students during school hours, and for RAP program participants and permittees during non-school hours.
- Based on estimates for maintenance and custodial services, and estimates for lifeguard and pool operational services, which are generated and provided respectively to each other by LAUSD and RAP in advance of the upcoming joint-use period, RAP is required to pay school staff to perform maintenance services while LAUSD reimburses RAP for lifeguard and pool operational expenses.
- The estimates are accepted and agreed upon by each agency, which are then included in the annual FUPs issued by LAUSD to RAP for the upcoming joint-use period (fiscal year),

BOARD REPORT

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- stipulating the terms and conditions for the future twelve (12) months of joint-use activities.
- At completion of the joint-use period each fiscal year, LAUSD and RAP Accounting staff determine the actual costs incurred for services rendered, respectively, then reconcile records to determine the amount of actual costs each agency will invoice the other for reimbursement.
 - With approval of the proposed FUPs, RAP and LAUSD will be reimbursing each other for actual costs incurred during the 2017-18 joint-use period, as such services have already been rendered and actual costs reconciled between RAP and LAUSD Accounting staff.
 - With the Board of Recreation and Park Commissioners' (Board) approval of the 2018-19 FUP, RAP Accounting Staff will work with LAUSD to reconcile actual costs for said period and will be authorized to invoice and pay each other based on confirmed expenses.

Managing these unusual joint use circumstances at LACES creates some challenges from time to time for both RAP and school staff. The issues requiring most attention are coordinating activities to ensure that recreation program participants and students all have balanced access to the facilities, and achieving equity in maintenance of the facilities for the public as well as students. Then there is also the unusual mutual payment situation mentioned above, where RAP reimburses LAUSD for maintenance while LAUSD separately reimburses RAP for lifeguarding and pool operational services.

The 1998 JUA includes language in Section 10 that authorizes LAUSD to issue the FUP to RAP in conformance with the Civic Center Act which requires RAP to follow procedures established by LAUSD in order to obtain the FUP. This annual FUP process captures the unique specifics of current joint-use at LACES while meeting the requirements of the 1998 JUA. The most recent FUP approved by the Board (Report No. 16-187, September 09, 2016) covered the period of July 1, 2016, through June 30, 2017. In order to coordinate for the future and address matters that may have occurred during the prior joint-use period (fiscal year), school and RAP staff meet annually prior to the commencement of the upcoming joint-use period so matters of concern can be discussed and mitigated, and positive outcomes continued.

LAUSD normally initiates the annual discussion and prepares the draft FUP for RAP review and input. However, in 2016, both LAUSD and RAP experienced changes in staff who previously administered LAUSD-RAP joint use matters, including that at LACES. The former Contract Professional with LAUSD's Division of District Operations - Leasing and Asset Management, left LAUSD, and the former RAP Senior Management Analyst II over Joint Use with LAUSD retired in July 2016. This loss of RAP and LAUSD administrative staff, coupled with LAUSD shifts in unit responsibility and RAP's 2017 reorganization, caused a delay in processing the LACES FUP renewals for fiscal years 2017-18 and 2018-19. However LAUSD and RAP worked to finalize the proposed FUP renewals for required approvals, respectively, so associated billings for said periods can be paid, with current discussions regarding the 2019-20 FUP renewal anticipated to

BOARD REPORT

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be completed in November and the draft FUP presented for Board consideration in December (2019). Despite the FUPs not being in place, joint-use operations continue under the authority of the existing JUA so recreational services and opportunities offered to the public are not interrupted.

The proposed FUPs are comparable to the FUPs approved from 2013 through 2016, with limited weekday operations for RAP during non-school days and hours throughout the school year. As previously stated, public programming occurs during non-school hours and days (5:30 p.m. to 9:30 p.m. on weekdays, and 8:00 a.m. to 9:00 p.m. on weekends and school closure days). RAP continues to provide LACES students with lifeguard and pool operational services during school hours for physical education classes and athletic competition. RAP staff will continue to occupy office space at LACES and operate the facility in the same fashion as a RAP recreation center. Although the current JUA is due to expire in April 2020, current discussions between RAP and LAUSD indicate that this joint-use relationship will continue in the future under a new JUA with a revised scope of operation and updated terms and conditions.

Staff recommends that the Board approves the proposed FUPs to authorize RAP and LAUSD to invoice and pay pending charges, respectively, pursuant to the following actual figures and estimates:

- **RAP Payments to LAUSD for Actual Costs and Estimated Future Costs** – Payment of current invoice to RAP for reimbursement of LAUSD maintenance costs for July 2017 to June 2018, in the approximate amount of One Hundred Fifteen Thousand, Three Hundred Thirty-Three Dollars (\$115,333.00). For the period of July 2018 to June 2019, the associated FUP has an LAUSD estimated reimbursement cost to RAP in the amount of approximately One Hundred Fifteen Thousand, Two Hundred Seventy-Five Dollars (\$115,275.00).
- **LAUSD Payments to RAP for Actual Costs and Estimated Future Costs** - RAP has invoiced LAUSD for RAP Aquatics Division services provided during Fiscal Year 2017-18, in the amount of approximately Seventy-Two Thousand, Nine Hundred Ten Dollars (\$72,910.00). The proposed 2018-19 FUP includes an estimated cost to LAUSD for RAP Aquatics Division services in the approximate amount of One Hundred Fifty-Eight Thousand, Six Hundred Forty-Six Dollars (\$158,646.00).

RAP Accounting and Aquatics staff review and reconcile financial records annually at the end of each fiscal year based on data of actual use and operation, which determines the actual cost of RAP services rendered during a given year. RAP Accounting then invoices LAUSD accordingly, and when invoices are received by RAP from LAUSD for a given year, RAP Accounting staff verify

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that the LAUSD charges correlate with the actual days and times used for RAP programming at LACES, and that there is no overlap between maintenance costs reimbursed by RAP with such costs funded annually for LAUSD by the L.A. City Bureau of Engineering Proposition K Group (Prop-K), which administers Prop-K Grant related maintenance funds. This is required to take to account for the likely credit applied through such Prop-K grant related maintenance funds paid to LAUSD by Prop-K prior to RAP actually invoicing LAUSD for the prior fiscal year.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of a Facility Use Permit (FUP) for the operations and maintenance of the Los Angeles Center for Enriched Studies (LACES) from July 1, 2017 through June 30, 2018, and July 1, 2018 through June 30, 2019, respectively. Therefore, RAP staff recommends that the Board determines that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, and Class 1 (14) of the City CEQA Guidelines; and, Article 19, Section 15301 of the State CEQA Guidelines. Filing of a Notice of Exemption (NOE) with the Los Angeles County Clerk will occur upon Board approval.

FISCAL IMPACT STATEMENT

RAP's obligations related to public operations and reimbursement for maintenance costs at LACES are funded through RAP's regular budget approval process. LAUSD has invoiced RAP in the approximate amount of \$115,333.00 for annual maintenance reimbursement costs for the period of July 1, 2017 to June 30, 2018. RAP has invoiced LAUSD for lifeguard services for the same July 2017 to June 2018 period in the approximate amount of \$72,910.00. LAUSD has estimated the annual maintenance reimbursement from RAP to LAUSD to be in the approximate amount of \$115,275.00 for the period July 1, 2018 to June 30, 2019. The estimate for RAP Aquatics services provided to LAUSD from July 1, 2018 to June 30, 2019, and included in the proposed corresponding FUP is approximately \$158,646.00. The estimate for reimbursement of maintenance (RAP to LAUSD) and estimate of reimbursement for lifeguard services (from LAUSD to RAP) for the period of July 2018 to June 2019, will be adjusted with refinements to the line items billed, and final bills will be reconciled with RAP records of actual use of the LACES facilities.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: To build financial Strength & Innovative Partnerships.

Outcome No. 3: In coordination with the Los Angeles Unified School District (LAUSD), the expansion of additional facilities and recreational opportunities.

Key Metric: Percentage of Angelinos with park access within ½ mile from their home

BOARD REPORT

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NO. 19-208

Result: RAP operations at LACES will provide a unique joint use opportunity offering both aquatics and recreational activities at a school campus which is not the norm, and usually found at a traditional park setting.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division

ATTACHMENTS

- 1) FY 2017-18 Facility Use Permit
- 2) FY 2018-19 Facility Use Permit

FACILITIES USE PERMIT

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

-and-

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

FOR

THE LOS ANGELES CENTER FOR ENRICHED STUDIES-5931 West 18th Street, Los Angeles, California

Part I: Basic Facilities Use Information

A. The term “**Recreational Facility**” shall collectively mean and refer to the facilities identified as follows in this Part I, A and shall be used in accordance with the scope of use set forth adjacent to each identified facility or as more particularly depicted as EXHIBIT A and A-1:

Facilities subject to this Permit:	Use of the Facilities:
<p>1. The “Athletic Building” consisting of separate facility components for a gymnasium, swimming pool, dance studio/multipurpose room, and weight-training room;</p>	<p>1. CITY shall use the recreational facilities of the Athletic Building for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. The gymnasium, dance studio/multipurpose and weight-training rooms shall not be used for dodge ball or other activity that involves throwing balls or other equipment or devices at another person, the improvements or at fixtures. In order to minimize damage to the wood floors of the dance studio/multipurpose room, users shall wear soft-soled, non-marking footwear and prohibited from wearing footwear with hard soles that may mark or damage the flooring.</p>

<p>2. Outdoor Athletic Fields/Turf Areas;</p>	<p>2. The Outdoor Athletic Fields/Turf Areas is not a regulation sized field for soccer and football and such fact should be taken into consideration in the use of the field. CITY shall use the Outdoor Athletic Fields/Turf Areas for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the field in accordance with the purpose for which the facility was respectively designed and intended. Bicycles, motorcycles and other wheeled devices shall not be permitted on the field, except for maintenance purposes, in order to minimize damage to the field.</p>
<p>3. Running track;</p>	<p>3. CITY shall use the running track for classes, practices and track competition in a manner generally recognized as a consistent and safe use.</p>
<p>4. Outdoor basketball/volleyball courts and tennis court;</p>	<p>4. CITY shall use the outdoor basketball/volleyball courts and tennis courts for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. These outdoor courts shall not be used for roller skating, rollerblading, roller hockey, bicycling and other activities that may increase the wear and tear or damage the hardcourt surface or pose a safety risk.</p>
<p>5. Staff/Faculty Parking Lot;</p>	<p>5. CITY and/or CITY Permittees, as defined below, shall use the staff/faculty parking lot, located along 18th Street and as shown in Exhibit A, for the parking of automobiles, excluding commercial vehicles, on a non-exclusive first-come, first-served basis. Subject to supervision for safety, the Staff/Faculty Parking Lot may be used for vehicular and pedestrian ingress and egress to</p>

	and from the adjoining street(s). CITY shall not allow the Staff/Faculty Parking Lot to be used for the sale and/or trade of automobiles in whole or in part, the maintenance or repair of automobiles, the exhibition of automobiles or as a flea market, swap meet, farmers market or other event in which new and/or used goods are offered for sale or barter. Any other use of the Parking Lot by CITY and/or CITY Permittees, as defined below, shall require the consent of both of the parties.
6. Shared Restrooms, as identified by DISTRICT	6. CITY shall use this facility for its commonly recognized intended purpose.

B. General Use Periods:	
1. District's Use Period.	6:00 a.m. to 5:30 p.m. Monday through Friday when the School is in session; PROVIDED, HOWEVER, that as set forth in Section 2(a) below District's Use Period may be extended to accommodate the School's programs such as, but not limited to, practices and competitions so long as DISTRICT provides CITY with written notice within a reasonable period of time prior to the School.
2. City's Use Period: --When the School is in session:	5:30 p.m. to 9:30 p.m. Monday through Friday or such time that School agrees to, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. The foregoing sun light requirement shall not apply to those facilities which comprise the Recreational Facility, are located indoors and may be safely used with existing artificial lighting.

<p>-- When the School is not in session (closed for holidays recognized by DISTRICT, Winter and Spring Break and other intermissions between semesters or trimesters)</p>	<p>8:00 a.m. to 9:00 p.m. Saturday through Sunday and other applicable days, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. Pool Operating Hours for Summer 2017 shall be 10:00 a.m. to 9:30 p.m. Monday through Friday, and 11:00 a.m. to 5:00 p.m. on Saturday and Sunday.</p>
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This FACILITIES USE PERMIT (this "Permit") is made and entered into this _____ day of _____, 201_, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter identified as "**DISTRICT**," and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as "**CITY**."

W I T N E S S E T H:

WHEREAS, DISTRICT has an existing school known as THE LOS ANGELES CENTER FOR ENRICHED STUDIES located at 5931 West 18th Street, Los Angeles, California 90035 (the "**School**").

WHEREAS, CITY and DISTRICT have agreed to share the use of the Recreational Facility, as defined in Part I above, and for the uses disclosed in Part I above and which use may be set forth in more detail in EXHIBIT A and A-1, attached hereto and incorporated herein by reference;

WHEREAS, this Permit is intended to set forth the parties understanding as to the shared use of the Recreational Facility and the terms and conditions applicable to such shared use;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

Part II: General Provisions

1. TERM

(a) The term of this Permit (the "**Term**") shall commence on July 1, 2017, (the "**Commencement Date**") and shall expire on June 30, 2018. However, CITY and DISTRICT shall in good faith negotiate the terms and conditions of subsequent permits for the continued shared use of the Recreational Facility based on the terms of the Joint-Use Agreement that was executed on June 4, 1998 (so long as said Joint Use Agreement is valid and in full force and effect).

(b) Ratification. DISTRICT and CITY mutually agree that because of the need therefore, DISTRICT and RAP began performance of respective responsibilities herein prior to the execution hereof. By its execution hereof, DISTRICT and RAP hereby accept such responsibilities subject to all the terms, covenants, and condition of this Permit, and mutually ratify the terms and conditions contained herein for such responsibilities.

2. USE OF THE RECREATIONAL FACILITY

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facility shall be available for City's use during the time period of 5:30 a.m. to 9:30 p.m. each day of the week subject to District's Use Period, City's Use Period and the following:

(i) CITY acknowledges that DISTRICT's primary objective is to provide educational programming for students and the concept of "education" involves more than academic instruction but includes providing opportunities for competition (sports, dance, etc.), recreation, art, social interaction and life skills for the students and their families. As examples, and not intended to be construed as limitations, of events that provide benefits to the School and community, back-to-school events, athletic competitions, book fairs, school fairs and other fundraising activities, drama or musical rehearsals and productions, intramural sports leagues and enrichment educational and sports programs often occur after the School Hours, defined above. So long as DISTRICT provides CITY with a schedule of such School events prior to the commencement of each school semester, or if not practical to establish date prior to the commencement of the semester, then within a reasonable period of time prior to the School event, such School events shall take priority in the use of the Recreational Facility. In the event DISTRICT would like to use the Recreational Facility for an unscheduled School event during City's Use Period, DISTRICT and CITY, in good faith, will negotiate and mutually agree on whether the event can be accommodated during City's Use Period. Only School events proposed after School Hours by DISTRICT will receive the priority of use. With the exception of unanticipated, unscheduled school events, DISTRICT in good faith, shall make reasonable attempts to provide CITY with such requests for use of the Recreational Facilities during CITY's Use Period, three (3) weeks in advance of the proposed School event. Requests for School use of the Recreational Facilities during CITY's Use Period for extended time frames shall be limited to periods of six (6) weeks or less, so that CITY programs and activities are not adversely impacted. Special events conducted by third-parties at the Recreational Facilities during CITY's Use Period, including permit groups and individuals discussed in Section 10.a herein, shall not be afforded such consideration and shall be required to seek approval and coordinate with CITY.

(ii) As a means of generating funds for extracurricular activities for the benefit of the students, DISTRICT allows its Schools to be leased or licensed for non-School events such as, but not limited to, filming. DISTRICT shall provide written notice to CITY of any lease or license of the School, excluding the Recreational Facility, and the funds generated from such use shall be the sole property of DISTRICT. In the event the filming request is for or includes the Recreational Facility, DISTRICT shall provide CITY with three (3) weeks advance written notice from the scheduled event date for filming, and CITY and DISTRICT, in good faith, shall coordinate their respective schedules to accommodate the filming if CITY does not have a previously scheduled event or program and the funds generated from such filming shall be the sole property of DISTRICT for the benefit of the School.

CITY and DISTRICT may mutually agree upon any changes to the use periods.

(b) Use of the Recreational Facility. CITY and DISTRICT agree that the Recreational Facility shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above. CITY shall use the Joint Use Areas, including the Staff/Faculty Parking Lot, as permitted hereunder in compliance with applicable laws, including laws pertaining to Hazardous Substances. As used herein, the term "Hazardous Substances" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect,

either by itself or in combination with other materials, is either: (i) potentially injurious to the public health, safety or welfare, or the environment; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability of DISTRICT or CITY to any governmental agency or third party under any applicable statute or common law theory.

(c) Staffing. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facility during the City's Use Period. CITY shall provide lifeguard services for the District's Use Period as requested by DISTRICT and DISTRICT shall reimburse CITY for the cost of these services based on an estimate and according to a standard formula template shown in Exhibit C, attached hereto and incorporated herein.

CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facility if CITY will not be exercising its priority to use the Recreational Facility either for itself or on behalf of any other person(s), organization(s) or entity(s) and City's Use Period shall be available for any public use pursuant to the issuance of a Civic Center Permit in accordance with DISTRICT procedures.

(d) Securing the Recreational Facility. If DISTRICT is the last user of the Recreational Facility or CITY has notified DISTRICT that it will not be using the Recreational Facility during City's Use Period on any identified day or days, DISTRICT shall lock and secure the Recreational Facility, including any gates for the Staff/Faculty Parking Lot. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, if applicable, CITY shall lock and secure the Recreational Facility including, but not limited to, any gates for the Staff/Faculty Parking Lot.

(e) Clean and Sanitary Condition. At the end of District's Use Period and any period of use during City's Use Period granted by CITY, DISTRICT shall visually inspect the Recreational Facility including the Staff/Faculty Parking Lot and the restroom facilities provided for in Section 3 below, and perform custodial, trash removal, and grounds maintenance services including pick-up and removal of trash and debris so that these areas are in a clean condition for CITY's use. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, CITY or its permittee shall visually inspect the Recreational Facility including the Parking Lot and restroom facilities provided for in Section 3 below, and pick-up trash and debris so that these areas are in a clean and sanitary condition prior to the next DISTRICT use. DISTRICT shall provide custodial, trash removal, and grounds maintenance services subsequent to City Use and prior to District Use in lieu of CITY performing such work and CITY shall reimburse District for those services ("Maintenance Charges"). Other DISTRICT maintenance responsibilities are set forth in the Joint Use Agreement for the Recreational Facility dated June 4, 1998.

(f) No Use of the Recreational Facility. The Maintenance Charges for all or any individual facility comprising the Recreational Facility shall be proportionately reduced and CITY shall not be liable for the damage and/or destruction of all or any portion of any individual facility comprising the Recreational Facility on the following situations:

(i) CITY is denied use of all or a portion of the Recreational Facility during City's Use Period for a period beyond three (3) consecutive days; and/or

(ii) CITY elects not to use all or any individual facility comprising the Recreational Facility and CITY provides DISTRICT with a minimum of four (4) weeks prior written notice of such election.

As an example, and not as a limitation, if CITY elects not to use the dance studio/multipurpose room for a defined period and notifies DISTRICT accordingly, the Maintenance Charges for the dance studio/multipurpose room shall be proportionally adjusted and CITY will not be liable for damage and/or destruction to the dance studio/multipurpose room for the defined period.

3. RESTROOM FACILITIES

During the City's Use Period and any period of use granted to CITY by a Civic Center Permit, CITY shall have access to the restroom facilities identified by DISTRICT (the "Shared Restrooms") upon the commencement of this Permit. DISTRICT shall replenish any supplies used for the Shared Restrooms and CITY shall pay a prorated amount of the cost to replenish the supplies based on CITY's use. During the District's Use Period and any period of use granted by written permission from CITY during City's Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the Shared Restrooms for maintenance, repair, renovation or improvement by providing thirty (30) days written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms.

4. MAINTENANCE CHARGES

DISTRICT shall provide general maintenance of the Recreational Facility. CITY agrees to reimburse DISTRICT for the costs and expenses incurred for the maintenance of the Recreational Facility including pool maintenance that are in accordance with the responsibilities that are enumerated in the Joint Use Agreement that was executed on June 4, 1998. CITY shall reimburse the District for its pro rata share of maintenance costs pursuant to EXHIBIT B, attached hereto and incorporated herein by reference. If DISTRICT's maintenance of any individual facility comprising the Recreational Facility is deemed inadequate by CITY for CITY's reasonable use during City's Use Period, CITY may perform the maintenance so long as all of the following conditions have been satisfied: (i) CITY shall notify DISTRICT in writing of the inadequate maintenance, with reasonably sufficient information to allow DISTRICT to assess whether the facility is below DISTRICT standards, including those of the Office of Environmental Health & Safety, for use by its students; and (ii) DISTRICT determines that it cannot physically commence performance of the work needed to bring the facility to DISTRICT standards within thirty (30) days of DISTRICT's receipt of CITY's written notice.

5. DAMAGE AND DESTRUCTION

(a) District Use Period. Any damage or destruction of the Recreational Facility that occurs during District's Use Period or any period of use granted by permission from CITY shall be repaired or replaced by DISTRICT, at its sole cost and expense, consistent with School standards.

(b) City Use Period. Any damage or destruction of the Recreational Facility that occurs during City's Use Period or any period of use granted by Civic Center Permit to CITY shall be repaired or replaced by DISTRICT consistent with School standards and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement.

6. UTILITIES

CITY acknowledges and agrees that DISTRICT shall not be liable for the lack of utility service such as, but not limited to, electricity, water and sewer if such service cannot be provided for reasons beyond the control of DISTRICT. As an example, and not as a limitation, the main water line providing service to the School is severed by third parties.

7. CALIFORNIA CODE

The provisions of this Permit constitute an express agreement between DISTRICT and CITY with respect to any and all damage to, or destruction of, all or any part of the Recreational Facility, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Permit or any damage or destruction to all or any part of the Recreational Facility.

8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Permit to the School and/or the underlying real property for said School, nothing in this Permit is intended to give CITY any rights to use the facilities and real property of the School which are not identified as part of the Recreational Facility.

9. CONSIDERATION

No rent for the use of any of the Recreational Facility described herein shall be payable by either party to the other party.

10. NO TRANSFER

Neither party shall have the right to assign, sublease or otherwise transfer its interests in this Permit to any third party except as follows:

(a) DISTRICT. DISTRICT shall be permitted to allow the students and user groups of the School to use the Recreational Facility at the times and for the purposes DISTRICT is permitted to use the same under this Permit. DISTRICT shall be permitted to grant Civic Center Permits, pursuant to the Civic Center Act of the California Education Code, for the use of the Recreational Facility during District's Use Period on terms and conditions consistent with this Permit. The organizations to which DISTRICT grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**District Permittees**" and permits permitted hereunder to be granted by DISTRICT to the District Permittees are referred to herein as the "**District Permits**." All District Permits shall be subject and subordinate to the terms and conditions of this Permit. The District Permits shall also expressly state that the District Permit is revocable without notice or opportunity to cure in the event DISTRICT, in its sole discretion, determines that the District Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit. DISTRICT shall indemnify and hold harmless CITY. No District Permittee shall be considered a third party beneficiary of this Permit.

(b) CITY shall be permitted to allow the public and grant to youth sports organizations and/or teams, pursuant to CITY's standard permitting procedures and otherwise in compliance with all applicable laws, a permit to use the Recreational Facility for recreational purposes at the times and for the purposes CITY is permitted to use the same under this Permit. The youth sports organizations and/or teams to which CITY grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**City Permittees**" and permits permitted hereunder to be granted to CITY to the City Permittees are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Permit. The City Permits shall also expressly state that the City Permit is revocable at the pleasure of the Board of Recreation and Park Commission. In the event DISTRICT, in its sole discretion, determines that the City Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Permittee to comply with the terms and conditions of this Permit to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Permittee. Further, CITY shall inform the City Permittees and those persons using the Recreational Facility in connection with the City Permits by expressly stating in the City Permits that DISTRICT shall have no liability for any reason or in any manner whatsoever to such persons or entities, including, without limitation, DISTRICT's exercise of its rights hereunder to cause the revocation of a City Permit. In the event that any City Permit is revoked, CITY shall indemnify and hold harmless DISTRICT. No City Permittee shall be considered a third party beneficiary of this Permit.

11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Permit to be observed or performed by that party within fifteen (15) days after notice thereof has been provided to the non-observing party by the other party, or if performance is not possible within said period, any failure of the non-observing party to commence performance within said period

and to diligently prosecute such performance to completion, shall constitute a default and breach of this Permit by the non-observing party. In the event of any default and breach by either party under this Permit, the non-observing party shall be liable to the other party for monetary damages incurred by said party in connection with said breach and default.

12. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Los Angeles Unified School District
Leasing & Space Utilization
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Scot Graham, Director of Leasing and Space Utilization
Phone: (213) 241-6785 Fax: (213) 241-6784

With copy: Los Angeles Unified School District
Office of General Counsel, Facilities Services
333 S. Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Mark A. Miller
Phone: (213) 241-4989 Fax: (213) 241-8386

CITY: Department of Recreation and Parks
City of Los Angeles
3900 Chevy Chase Drive
Los Angeles, California 90039
Attn: Joel Alvarez, Partnership Division
Phone: (818) 243-6488 Fax: (818) 243-6447

With copy to: City Attorney's Office
200 N. Main Street, City Hall East, 7th Floor
Los Angeles, California 90012
Attn: Strefan Fauble, Deputy City Attorney
Phone: (213) 978-8156 Fax: (213) 978-8211

13. DISTRICT AND CITY COMMUNICATION

On the part of CITY, the contact persons for daily operational issues shall be the Director of Van Ness Recreation Center and the Aquatics Supervisor for the School. On the part of DISTRICT, the contact persons for daily operational issues shall be the Athletic Director and the Vice Principal.

Reports in regard to the cleanliness and sanitation of the Recreation Facilities, including conditions of the Pool, shall be sent to the Principal or his/her designee for immediate review and action as necessary.

14. ATTORNEYS' FEES

In the event either party brings an action or claim for breach of this Permit against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred in the pursuit or defense of such claim, as required by law.

15. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Permit. This Permit, the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, and warranties of the parties relating in any manner to the use and occupancy of the Recreational Facility shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Permit can be modified, deleted or added to except in writing signed by the parties hereto.

16. COUNTER-PARTS

This Permit may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Permit attached thereto.

17. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

18. SEVERABILITY

If any term, covenant or condition of this Permit shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Permit shall not be affected thereby, and each other term, covenant or condition of this Permit shall be valid and be enforced to the fullest extent permitted by law.

19. WARRANTIES

(a) DISTRICT's Warranties: As an inducement to CITY to enter into this agreement, DISTRICT represents warrants and covenants as follows:

(i) that it is a regularly organized and existing school district under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a school district, to enter this Permit (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Permit is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) CITY's Warranties: As an inducement to DISTRICT to enter into this agreement, CITY represents, warrants and covenants as follows:

(i) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a city, to enter into this Permit, and to consummate the transaction herein contemplated;

(iii) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) that this Permit is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

20. EXHIBITS

The parties hereto agree that the following exhibits shall be attached hereto and incorporated into this Permit:

- EXHIBIT A: Campus Site Plan, including Staff/Faculty Parking Lot and Athletic Building
- EXHIBIT A-1: Joint Use Facilities
- EXHIBIT B: Maintenance and Operation Yearly Cost Estimate Matrix
- EXHIBIT C: Actual Costs of Recreation and Parks Service Lifeguard Service to LAUSD for January 2013-June 2014 (18 months)

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Permit to be effective as of the day and year set forth above.

THE DEPARTMENT OF RECREATION
AND PARKS, CITY OF LOS ANGELES

LOS ANGELES UNIFIED SCHOOL
DISTRICT OF LOS ANGELES COUNTY

By: _____
Name:
General Manager

By: _____
Yekaterina Boyajian, Director
Non-Academic Facilities Planning

Dated: _____, 201_

Dated: _____, 201_

APPROVED AS TO FORM & LEGALITY

CITY ATTORNEY

Dated: _____, 201_

By: _____
Deputy City Attorney

EXHIBIT A

Campus Site Plan

LOS ANGELES CENTER FOR ENRICHED STUDIES
(LACES)

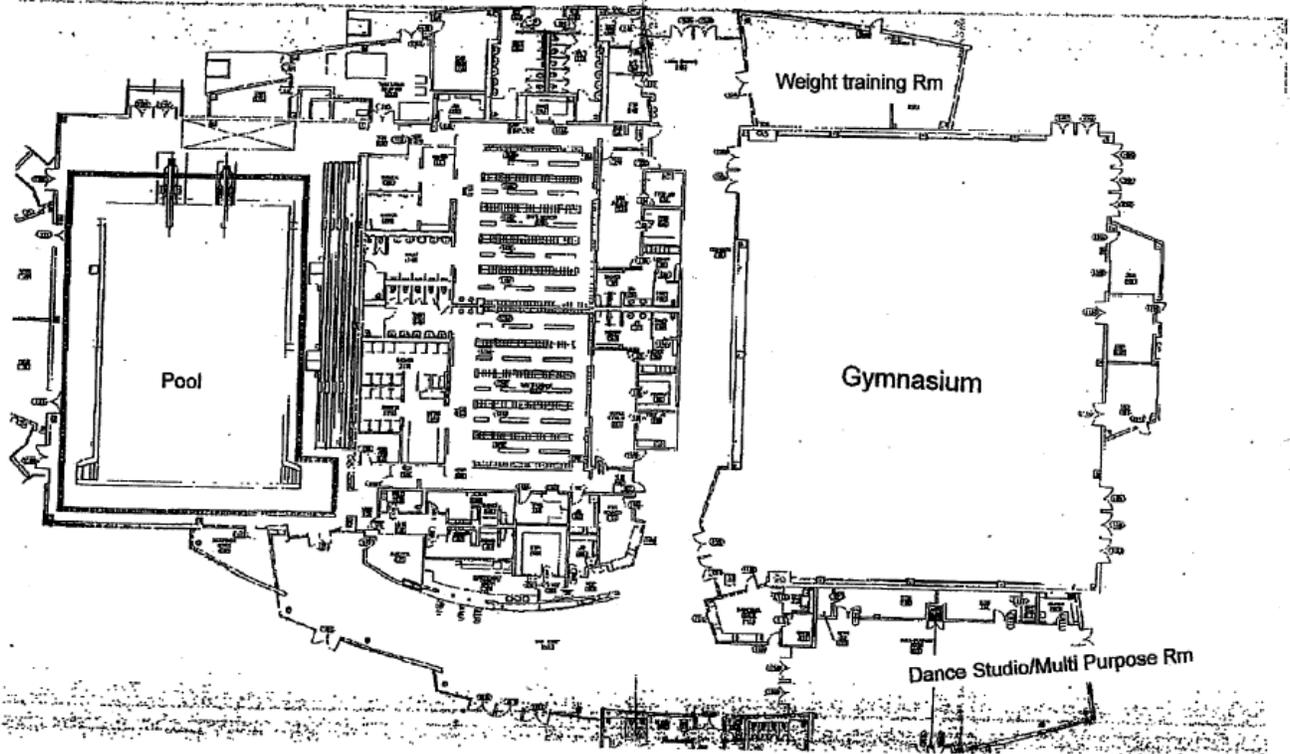


EXHIBIT A-1

Joint Use Facilities

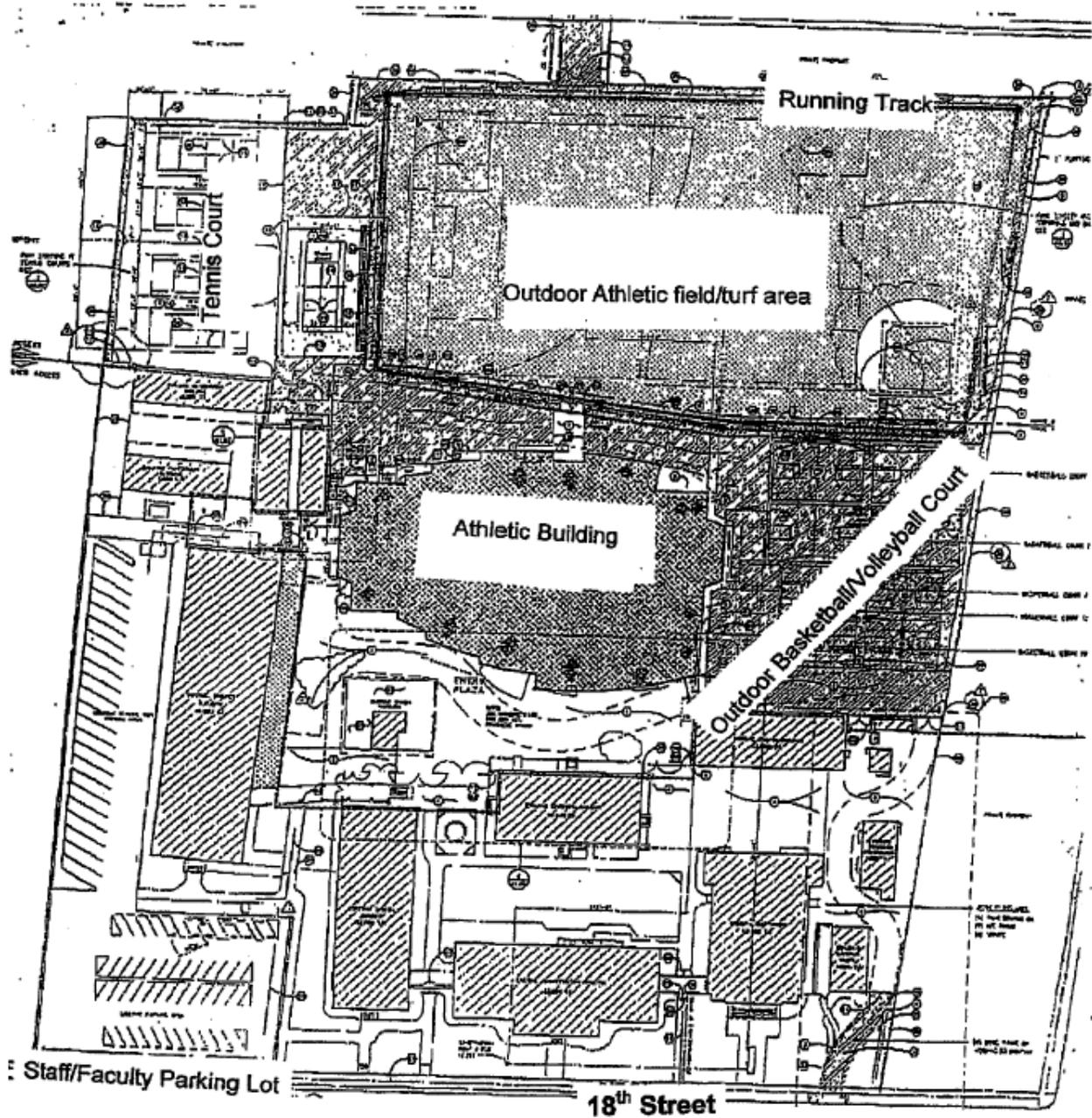


EXHIBIT B

FY 2017-18 LAUSD MAINTENANCE & OPERATIONS COSTS FOR JOINT USE OF THE ATHLETIC FACILITIES AT LACES

SCHOOL SITE AND USE INFORMATION		Total Use	Percentage of area based on use
Total square feet of LACES		667,649	
Approximate total square feet of indoor/outdoor athletic facility and percentage of area for joint-use		314,002	47.03%
LA CITY REC AND PARKS LACES FACILITY HOURS OF USE PER YEAR - M-F: 6 pm - 9 pm school days; 9 am - 9 pm summer and school breaks; 8 hrs SA, 6 hrs SU		2176	50.18%
LAUSD LACES FACILITY HOURS OF USE PER YEAR - 6 am - 6 pm school days		2160	49.82%

MAINTENANCE & OPERATIONS SERVICES	CALCULATIONS	COSTS	FUNCTIONS
Pool Custodian labor (including benefits) - 8 hrs/day, 5 days/week	(\$30.05 per hour for 1984 hours) x 50.18%	\$ 29,916.91	Services provided by LAUSD during and after partner (City) use. Pool Services: Evaluating water condition, monitoring and maintaining computerized chemical release and pool equipment, cleaning of pool area and decking. Also services restrooms, cleans buildings, grounds upkeep. Pool closed 7/1/16 - 2/15/16. Hours effective 2/16/16.
Weekend Custodial Staff (8 hrs Saturday & 6 hrs Sunday, Weekdays - 1 hour & 4 hrs during Summer, Holidays 8 hrs)	\$ 31.49 (OT rate) x 1272	\$ 40,055.28	Services provided by LAUSD during and after partner (City) use. Athletic facility cleanup includes: sweeping, damp mopping, restroom cleaning and disinfecting surfaces, spot washing walls and doors, wall washing, servicing dispensers (toilet paper, paper towels, soap), light replacement, removing graffiti, trash removal, grounds upkeep.
Pool Chemicals	\$3943.43 x 50.18%	\$ 1,978.81	Charges for annual use of chlorine, acid, dry chemicals.
Gardening + landscaping	(((\$21,309.52+4,592.98)*47.03%)*50.18%	\$ 6,113.58	LAUSD to maintain athletic field and other landscaped areas on a regular basis.
Annual Athletic Field Renovation	(\$13,690.12) x 50.18%	\$ 6,869.70	Aeration and renovation of athletic field once/year.
Pest Management	(\$4,202.87 x 47.03%) 50.18%	\$ 991.97	LAUSD to provide all services according to required Integrated Pest Management Program. City not to apply any pesticides.
Annual Gym Floor Refinishing	\$1804.64 (Labor) + \$6,943.98 (Materials) x 50.18%	\$ 4,390.06	Includes all supplies and labor once/year.
Rubbish Collection (July '17 - June '18)	(\$29,421.11 x 47.03%) 50.18%	\$ 6,944.05	Charges based on annual rubbish collection contract.
Supplies	\$30/day x 363 days	\$ 10,890.00	Based on daily use of paper towels, toilet paper, soap, etc.
SUBTOTAL		\$ 108,150.36	
Administrative Costs	19.3% of subtotal	\$ 20,873.02	Standard and customary overhead reimbursement
Proposition K Payment Credit	2017-18	\$ (13,690.00)	Credit for maintenance reimbursement paid through Prop K for FY 2017-18
Total Payment Due LAUSD For Fiscal Year 2017-18		\$ 115,333.38	

LACES Facility Use Hours FY 2017-18

Month	9am-9pm Summer and Breaks/Unassigned		Holidays (OT)		Weekday Evenings M-F 6pm-9pm		Saturdays		Sundays		LACES days for share of supplies	City Hours	6am - 6pm LAUSD		School Hours	Pool Custodial Hours	Approximate Custodial OT (8 hr SA/6 hr SU) + 1 hr weekdays, + Holidays + 4 hours in Summer
	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days			Hours	Days			
Jul-17	12	20	12	1	3		8	5	6	5	31	322	12	0	0	160	152
Aug-17	12	10	8		3	13	8	4	6	4	31	215	12	13	156	184	109
Sep-17	12	1	8	2	3	18	8	5	6	4	30	146	12	18	216	152	102
Oct-17	12		8		3	22	8	4	6	5	31	128	12	22	264	176	84
Nov-17	12	3	8	3	3	16	8	4	6	4	30	164	12	16	192	152	108
Dec-17	12	8	8	1	3	11	8	5	6	5	30	207	12	11	132	152	121
Jan-18	12	4	8	1	3	17	8	4	6	4	30	163	12	17	204	168	97
Feb-18	12		8	1	3	19	8	4	6	4	28	121	12	19	228	152	83
Mar-18	12	5	8		3	17	8	5	6	4	31	175	12	17	204	176	101
Apr-18	12	1	8		3	20	8	4	6	5	30	134	12	20	240	168	86
May-18	12		8	1	3	22	8	4	6	4	31	130	12	22	264	176	86
Jun-18	12	16	8		3	5	8	5	6	4	30	271	12	5	60	168	133
											363	2176			2160	1984	1272
											50.18%				49.82%		

Excludes 12/25 & 1/1

EXHIBIT C

Actual Costs of Recreation and Parks Lifeguard Service to LAUSD for July 2017- June 2018

Actual Costs of Recreation and Parks Aquatics Service to LAUSD at LACES for Fiscal Year 2017- 18

	Total Labor	Full-Time Compensated Time Off (See Note 2) 22.41%	Total Gross Salaries	Full-Time Fringe Benefits (See Note 2) 47.66%	Part-Time Fringe Benefits 9.78%	Full-Time Department Administration 14.58%	Part-Time Department Administration 14.58%	TOTAL Labor and Burden
None for this time period	\$0.00							
Total for Full Time	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		<u>\$0.00</u>		<u>\$0.00</u>
Pool Lifeguard	\$14,028.32	\$3,143.75	\$17,172.07	\$8,184.21		\$2,503.69		\$27,859.96
Seasonal Pool Manager I	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
Total for Half Time - 20 hours or more per pay period	<u>\$14,028.32</u>	<u>\$3,143.75</u>	<u>\$17,172.07</u>	<u>\$8,184.21</u>		<u>\$2,503.69</u>		<u>\$27,859.96</u>
Pool Lifeguard	\$14,863.59		\$14,863.59		\$1,453.66		\$2,167.11	\$18,484.36
Seasonal Pool Manager I	\$384.30		\$384.30		\$37.58		\$56.03	\$477.92
Total for Half Time - Less than 20 hours per pay period	<u>\$15,247.89</u>		<u>\$15,247.89</u>		<u>\$1,491.24</u>		<u>\$2,223.14</u>	<u>\$18,962.28</u>
Lifeguard Recruit	\$159.50		\$159.50		\$15.60		\$23.26	\$198.35
Pool Lifeguard	\$20,556.75		\$20,556.75		\$2,010.45		\$2,997.17	\$25,564.37
Seasonal Pool Manager I	\$261.62		\$261.62		\$25.59		\$38.14	\$325.35
Total for Part Time	<u>\$20,977.87</u>		<u>\$20,977.87</u>		<u>\$2,051.64</u>		<u>\$3,058.57</u>	<u>\$26,088.08</u>
TOTAL Actual for Services to LAUSD at LACES	<u>\$ 50,254.08</u>	<u>\$ 3,143.75</u>	<u>\$ 53,397.83</u>	<u>\$ 8,184.21</u>	<u>\$ 3,542.88</u>	<u>\$ 2,503.69</u>	<u>\$ 5,281.72</u>	<u>\$ 72,910.32</u>

Notes:

(1) Indirect Costs (Compensated Time Off, Fringe Benefits and Department Administration) are based on City of Los Angeles' Cost Allocation Plan 39.

(2) Half-time employees who work 20 hours or more a pay period are subject to full-time indirect costs for that pay period.

FACILITIES USE PERMIT

BETWEEN

THE LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

-and-

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

FOR

THE LOS ANGELES CENTER FOR ENRICHED STUDIES-5931 West 18th Street, Los Angeles, California

Part I: Basic Facilities Use Information

A. The term “**Recreational Facility**” shall collectively mean and refer to the facilities identified as follows in this Part I, A and shall be used in accordance with the scope of use set forth adjacent to each identified facility or as more particularly depicted as EXHIBIT A and A-1:

Facilities subject to this Permit:	Use of the Facilities:
1. The “Athletic Building” consisting of separate facility components for a gymnasium, swimming pool, dance studio/multipurpose room, and weight-training room;	1. CITY shall use the recreational facilities of the Athletic Building for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. The gymnasium, dance studio/multipurpose and weight-training rooms shall not be used for dodge ball or other activity that involves throwing balls or other equipment or devices at another person, the improvements or at fixtures. In order to minimize damage to the wood floors of the dance studio/multipurpose room, users shall wear soft-soled, non-marking footwear and prohibited from wearing footwear with hard soles that may mark or damage the flooring.

<p>2. Outdoor Athletic Fields/Turf Areas;</p>	<p>2. The Outdoor Athletic Fields/Turf Areas is not a regulation sized field for soccer and football and such fact should be taken into consideration in the use of the field. CITY shall use the Outdoor Athletic Fields/Turf Areas for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the field in accordance with the purpose for which the facility was respectively designed and intended. Bicycles, motorcycles and other wheeled devices shall not be permitted on the field, except for maintenance purposes, in order to minimize damage to the field.</p>
<p>3. Running track;</p>	<p>3. CITY shall use the running track for classes, practices and track competition in a manner generally recognized as a consistent and safe use.</p>
<p>4. Outdoor basketball/volleyball courts and tennis court;</p>	<p>4. CITY shall use the outdoor basketball/volleyball courts and tennis courts for classes, practices, games and other recreational activities generally recognized as a consistent and safe use of the particular facility in accordance with the purpose for which the facility was respectively designed and intended. These outdoor courts shall not be used for roller skating, rollerblading, roller hockey, bicycling and other activities that may increase the wear and tear or damage the hardcourt surface or pose a safety risk.</p>
<p>5. Staff/Faculty Parking Lot;</p>	<p>5. CITY and/or CITY Permittees, as defined below, shall use the staff/faculty parking lot, located along 18th Street and as shown in Exhibit A, for the parking of automobiles, excluding commercial vehicles, on a non-exclusive first-come, first-served basis. Subject to supervision for safety, the Staff/Faculty Parking Lot may be used for vehicular and pedestrian ingress and egress to</p>

	and from the adjoining street(s). CITY shall not allow the Staff/Faculty Parking Lot to be used for the sale and/or trade of automobiles in whole or in part, the maintenance or repair of automobiles, the exhibition of automobiles or as a flea market, swap meet, farmers market or other event in which new and/or used goods are offered for sale or barter. Any other use of the Parking Lot by CITY and/or CITY Permittees, as defined below, shall require the consent of both of the parties.
6. Shared Restrooms, as identified by DISTRICT	6. CITY shall use this facility for its commonly recognized intended purpose.

B. General Use Periods:	
1. District's Use Period.	6:00 a.m. to 5:30 p.m. Monday through Friday when the School is in session; PROVIDED, HOWEVER, that as set forth in Section 2(a) below District's Use Period may be extended to accommodate the School's programs such as, but not limited to, practices and competitions so long as DISTRICT provides CITY with written notice within a reasonable period of time prior to the School.
2. City's Use Period: --When the School is in session:	5:30 p.m. to 9:30 p.m. Monday through Friday or such time that School agrees to, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. The foregoing sun light requirement shall not apply to those facilities which comprise the Recreational Facility, are located indoors and may be safely used with existing artificial lighting.

<p>-- When the School is not in session (closed for holidays recognized by DISTRICT, Winter and Spring Break and other intermissions between semesters or trimesters)</p>	<p>8:00 a.m. to 9:00 p.m. Saturday through Sunday and other applicable days, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to paragraph 2a of this Permit; PROVIDED, FURTHER, that CITY shall cease using the outdoor fields and hardcourts when there is insufficient sun light to safely use those facilities. Pool Operating Hours for Summer 2018 shall be 10:00 a.m. to 9:30 p.m. Monday through Friday, and 11:00 a.m. to 5:00 p.m. on Saturday and Sunday.</p>
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This FACILITIES USE PERMIT (this "Permit") is made and entered into this _____ day of _____, 201_, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter identified as "**DISTRICT**," and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as "**CITY**."

W I T N E S S E T H:

WHEREAS, DISTRICT has an existing school known as THE LOS ANGELES CENTER FOR ENRICHED STUDIES located at 5931 West 18th Street, Los Angeles, California 90035 (the "**School**").

WHEREAS, CITY and DISTRICT have agreed to share the use of the Recreational Facility, as defined in Part I above, and for the uses disclosed in Part I above and which use may be set forth in more detail in EXHIBIT A and A-1, attached hereto and incorporated herein by reference;

WHEREAS, this Permit is intended to set forth the parties understanding as to the shared use of the Recreational Facility and the terms and conditions applicable to such shared use;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

Part II: General Provisions

1. TERM

(a) The term of this Permit (the "**Term**") shall commence on July 1, 2018, (the "**Commencement Date**") and shall expire on June 30, 2019. However, CITY and DISTRICT shall in good faith negotiate the terms and conditions of subsequent permits for the continued shared use of the Recreational Facility based on the terms of the Joint-Use Agreement that was executed on June 4, 1998 (so long as said Joint Use Agreement is valid and in full force and effect).

(b) Ratification. DISTRICT and CITY mutually agree that because of the need therefore, DISTRICT and RAP began performance of respective responsibilities herein prior to the execution hereof. By its execution hereof, DISTRICT and RAP hereby accept such responsibilities subject to all the terms, covenants, and condition of this Permit, and mutually ratify the terms and conditions contained herein for such responsibilities.

2. USE OF THE RECREATIONAL FACILITY

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facility shall be available for City's use during the time period of 5:30 a.m. to 9:30 p.m. each day of the week subject to District's Use Period, City's Use Period and the following:

(i) CITY acknowledges that DISTRICT's primary objective is to provide educational programming for students and the concept of "education" involves more than academic instruction but includes providing opportunities for competition (sports, dance, etc.), recreation, art, social interaction and life skills for the students and their families. As examples, and not intended to be construed as limitations, of events that provide benefits to the School and community, back-to-school events, athletic competitions, book fairs, school fairs and other fundraising activities, drama or musical rehearsals and productions, intramural sports leagues and enrichment educational and sports programs often occur after the School Hours, defined above. So long as DISTRICT provides CITY with a schedule of such School events prior to the commencement of each school semester, or if not practical to establish date prior to the commencement of the semester, then within a reasonable period of time prior to the School event, such School events shall take priority in the use of the Recreational Facility. In the event DISTRICT would like to use the Recreational Facility for an unscheduled School event during City's Use Period, DISTRICT and CITY, in good faith, will negotiate and mutually agree on whether the event can be accommodated during City's Use Period. Only School events proposed after School Hours by DISTRICT will receive the priority of use. With the exception of unanticipated, unscheduled school events, DISTRICT in good faith, shall make reasonable attempts to provide CITY with such requests for use of the Recreational Facilities during CITY's Use Period, three (3) weeks in advance of the proposed School event. Requests for School use of the Recreational Facilities during CITY's Use Period for extended time frames shall be limited to periods of six (6) weeks or less, so that CITY programs and activities are not adversely impacted. Special events conducted by third-parties at the Recreational Facilities during CITY's Use Period, including permit groups and individuals discussed in Section 10.a herein, shall not be afforded such consideration and shall be required to seek approval and coordinate with CITY.

(ii) As a means of generating funds for extracurricular activities for the benefit of the students, DISTRICT allows its Schools to be leased or licensed for non-School events such as, but not limited to, filming. DISTRICT shall provide written notice to CITY of any lease or license of the School, excluding the Recreational Facility, and the funds generated from such use shall be the sole property of DISTRICT. In the event the filming request is for or includes the Recreational Facility, DISTRICT shall provide CITY with three (3) weeks advance written notice from the scheduled event date for filming, and CITY and DISTRICT, in good faith, shall coordinate their respective schedules to accommodate the filming if CITY does not have a previously scheduled event or program and the funds generated from such filming shall be the sole property of DISTRICT for the benefit of the School.

CITY and DISTRICT may mutually agree upon any changes to the use periods.

(b) Use of the Recreational Facility. CITY and DISTRICT agree that the Recreational Facility shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above. CITY shall use the Joint Use Areas, including the Staff/Faculty Parking Lot, as permitted hereunder in compliance with applicable laws, including laws pertaining to Hazardous Substances. As used herein, the term "Hazardous Substances" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect,

either by itself or in combination with other materials, is either: (i) potentially injurious to the public health, safety or welfare, or the environment; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability of DISTRICT or CITY to any governmental agency or third party under any applicable statute or common law theory.

(c) Staffing. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facility during the City's Use Period. CITY shall provide lifeguard services for the District's Use Period as requested by DISTRICT and DISTRICT shall reimburse CITY for the cost of these services based on an estimate and according to a standard formula template shown in Exhibit C, attached hereto and incorporated herein.

CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facility if CITY will not be exercising its priority to use the Recreational Facility either for itself or on behalf of any other person(s), organization(s) or entity(s) and City's Use Period shall be available for any public use pursuant to the issuance of a Civic Center Permit in accordance with DISTRICT procedures.

(d) Securing the Recreational Facility. If DISTRICT is the last user of the Recreational Facility or CITY has notified DISTRICT that it will not be using the Recreational Facility during City's Use Period on any identified day or days, DISTRICT shall lock and secure the Recreational Facility, including any gates for the Staff/Faculty Parking Lot. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, if applicable, CITY shall lock and secure the Recreational Facility including, but not limited to, any gates for the Staff/Faculty Parking Lot.

(e) Clean and Sanitary Condition. At the end of District's Use Period and any period of use during City's Use Period granted by CITY, DISTRICT shall visually inspect the Recreational Facility including the Staff/Faculty Parking Lot and the restroom facilities provided for in Section 3 below, and perform custodial, trash removal, and grounds maintenance services including pick-up and removal of trash and debris so that these areas are in a clean condition for CITY's use. At the end of City's Use Period and any period of use during District's Use Period granted to CITY by a Civic Center Permit, CITY or its permittee shall visually inspect the Recreational Facility including the Parking Lot and restroom facilities provided for in Section 3 below, and pick-up trash and debris so that these areas are in a clean and sanitary condition prior to the next DISTRICT use. DISTRICT shall provide custodial, trash removal, and grounds maintenance services subsequent to City Use and prior to District Use in lieu of CITY performing such work and CITY shall reimburse District for those services ("Maintenance Charges"). Other DISTRICT maintenance responsibilities are set forth in the Joint Use Agreement for the Recreational Facility dated June 4, 1998.

(f) No Use of the Recreational Facility. The Maintenance Charges for all or any individual facility comprising the Recreational Facility shall be proportionately reduced and CITY shall not be liable for the damage and/or destruction of all or any portion of any individual facility comprising the Recreational Facility on the following situations:

(i) CITY is denied use of all or a portion of the Recreational Facility during City's Use Period for a period beyond three (3) consecutive days; and/or

(ii) CITY elects not to use all or any individual facility comprising the Recreational Facility and CITY provides DISTRICT with a minimum of four (4) weeks prior written notice of such election.

As an example, and not as a limitation, if CITY elects not to use the dance studio/multipurpose room for a defined period and notifies DISTRICT accordingly, the Maintenance Charges for the dance studio/multipurpose room shall be proportionally adjusted and CITY will not be liable for damage and/or destruction to the dance studio/multipurpose room for the defined period.

3. RESTROOM FACILITIES

During the City's Use Period and any period of use granted to CITY by a Civic Center Permit, CITY shall have access to the restroom facilities identified by DISTRICT (the "Shared Restrooms") upon the commencement of this Permit. DISTRICT shall replenish any supplies used for the Shared Restrooms and CITY shall pay a prorated amount of the cost to replenish the supplies based on CITY's use. During the District's Use Period and any period of use granted by written permission from CITY during City's Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the Shared Restrooms for maintenance, repair, renovation or improvement by providing thirty (30) days written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms.

4. MAINTENANCE CHARGES

DISTRICT shall provide general maintenance of the Recreational Facility. CITY agrees to reimburse DISTRICT for the costs and expenses incurred for the maintenance of the Recreational Facility including pool maintenance that are in accordance with the responsibilities that are enumerated in the Joint Use Agreement that was executed on June 4, 1998. CITY shall reimburse the District for its pro rata share of maintenance costs pursuant to EXHIBIT B, attached hereto and incorporated herein by reference. If DISTRICT's maintenance of any individual facility comprising the Recreational Facility is deemed inadequate by CITY for CITY's reasonable use during City's Use Period, CITY may perform the maintenance so long as all of the following conditions have been satisfied: (i) CITY shall notify DISTRICT in writing of the inadequate maintenance, with reasonably sufficient information to allow DISTRICT to assess whether the facility is below DISTRICT standards, including those of the Office of Environmental Health & Safety, for use by its students; and (ii) DISTRICT determines that it cannot physically commence performance of the work needed to bring the facility to DISTRICT standards within thirty (30) days of DISTRICT's receipt of CITY's written notice.

5. DAMAGE AND DESTRUCTION

(a) District Use Period. Any damage or destruction of the Recreational Facility that occurs during District's Use Period or any period of use granted by permission from CITY shall be repaired or replaced by DISTRICT, at its sole cost and expense, consistent with School standards.

(b) City Use Period. Any damage or destruction of the Recreational Facility that occurs during City's Use Period or any period of use granted by Civic Center Permit to CITY shall be repaired or replaced by DISTRICT consistent with School standards and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement.

6. UTILITIES

CITY acknowledges and agrees that DISTRICT shall not be liable for the lack of utility service such as, but not limited to, electricity, water and sewer if such service cannot be provided for reasons beyond the control of DISTRICT. As an example, and not as a limitation, the main water line providing service to the School is severed by third parties.

7. CALIFORNIA CODE

The provisions of this Permit constitute an express agreement between DISTRICT and CITY with respect to any and all damage to, or destruction of, all or any part of the Recreational Facility, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Permit or any damage or destruction to all or any part of the Recreational Facility.

8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Permit to the School and/or the underlying real property for said School, nothing in this Permit is intended to give CITY any rights to use the facilities and real property of the School which are not identified as part of the Recreational Facility.

9. CONSIDERATION

No rent for the use of any of the Recreational Facility described herein shall be payable by either party to the other party.

10. NO TRANSFER

Neither party shall have the right to assign, sublease or otherwise transfer its interests in this Permit to any third party except as follows:

(a) DISTRICT. DISTRICT shall be permitted to allow the students and user groups of the School to use the Recreational Facility at the times and for the purposes DISTRICT is permitted to use the same under this Permit. DISTRICT shall be permitted to grant Civic Center Permits, pursuant to the Civic Center Act of the California Education Code, for the use of the Recreational Facility during District's Use Period on terms and conditions consistent with this Permit. The organizations to which DISTRICT grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**District Permittees**" and permits permitted hereunder to be granted by DISTRICT to the District Permittees are referred to herein as the "**District Permits**." All District Permits shall be subject and subordinate to the terms and conditions of this Permit. The District Permits shall also expressly state that the District Permit is revocable without notice or opportunity to cure in the event DISTRICT, in its sole discretion, determines that the District Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit. DISTRICT shall indemnify and hold harmless CITY. No District Permittee shall be considered a third party beneficiary of this Permit.

(b) CITY shall be permitted to allow the public and grant to youth sports organizations and/or teams, pursuant to CITY's standard permitting procedures and otherwise in compliance with all applicable laws, a permit to use the Recreational Facility for recreational purposes at the times and for the purposes CITY is permitted to use the same under this Permit. The youth sports organizations and/or teams to which CITY grants a permit to use the Recreational Facility shall be collectively referred to herein as the "**City Permittees**" and permits permitted hereunder to be granted to CITY to the City Permittees are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Permit. The City Permits shall also expressly state that the City Permit is revocable at the pleasure of the Board of Recreation and Park Commission. In the event DISTRICT, in its sole discretion, determines that the City Permittee is not using the Recreational Facility including the Staff/Faculty Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Permit, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Permittee to comply with the terms and conditions of this Permit to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Permittee. Further, CITY shall inform the City Permittees and those persons using the Recreational Facility in connection with the City Permits by expressly stating in the City Permits that DISTRICT shall have no liability for any reason or in any manner whatsoever to such persons or entities, including, without limitation, DISTRICT's exercise of its rights hereunder to cause the revocation of a City Permit. In the event that any City Permit is revoked, CITY shall indemnify and hold harmless DISTRICT. No City Permittee shall be considered a third party beneficiary of this Permit.

11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Permit to be observed or performed by that party within fifteen (15) days after notice thereof has been provided to the non-observing party by the other party, or if performance is not possible within said period, any failure of the non-observing party to commence performance within said period

and to diligently prosecute such performance to completion, shall constitute a default and breach of this Permit by the non-observing party. In the event of any default and breach by either party under this Permit, the non-observing party shall be liable to the other party for monetary damages incurred by said party in connection with said breach and default.

12. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Los Angeles Unified School District
Leasing & Space Utilization
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Albert Grazioli, Asset Development Director
Phone: (213) 241-6785 Fax: (213) 241-6784

With copy: Los Angeles Unified School District
Office of General Counsel, Facilities Services
333 S. Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Mark A. Miller
Phone: (213) 241-4989 Fax: (213) 241-8386

CITY: Department of Recreation and Parks
City of Los Angeles
3900 Chevy Chase Drive
Los Angeles, California 90039
Attn: Joel Alvarez, Partnership Division
Phone: (818) 243-6488 Fax: (818) 243-6447

With copy to: City Attorney's Office
200 N. Main Street, City Hall East, 7th Floor
Los Angeles, California 90012
Attn: Strefan Fauble, Deputy City Attorney
Phone: (213) 978-8156 Fax: (213) 978-8211

13. DISTRICT AND CITY COMMUNICATION

On the part of CITY, the contact persons for daily operational issues shall be the Director of Van Ness Recreation Center and the Aquatics Supervisor for the School. On the part of DISTRICT, the contact persons for daily operational issues shall be the Athletic Director and the Vice Principal.

Reports in regard to the cleanliness and sanitation of the Recreation Facilities, including conditions of the Pool, shall be sent to the Principal or his/her designee for immediate review and action as necessary.

14. ATTORNEYS' FEES

In the event either party brings an action or claim for breach of this Permit against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred in the pursuit or defense of such claim, as required by law.

15. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Permit. This Permit, the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, and warranties of the parties relating in any manner to the use and occupancy of the Recreational Facility shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Permit can be modified, deleted or added to except in writing signed by the parties hereto.

16. COUNTER-PARTS

This Permit may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Permit attached thereto.

17. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

18. SEVERABILITY

If any term, covenant or condition of this Permit shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Permit shall not be affected thereby, and each other term, covenant or condition of this Permit shall be valid and be enforced to the fullest extent permitted by law.

19. WARRANTIES

(a) DISTRICT's Warranties: As an inducement to CITY to enter into this agreement, DISTRICT represents warrants and covenants as follows:

(i) that it is a regularly organized and existing school district under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a school district, to enter this Permit (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Permit is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) CITY's Warranties: As an inducement to DISTRICT to enter into this agreement, CITY represents, warrants and covenants as follows:

(i) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a city, to enter into this Permit, and to consummate the transaction herein contemplated;

(iii) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Permit have been duly and properly taken prior to the execution of this Permit; and

(iv) that this Permit is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

20. EXHIBITS

The parties hereto agree that the following exhibits shall be attached hereto and incorporated into this Permit:

- EXHIBIT A: Campus Site Plan, including Staff/Faculty Parking Lot and Athletic Building
- EXHIBIT A-1: Joint Use Facilities
- EXHIBIT B: LAUSD Maintenance & Operations Yearly Cost Estimate Matrix
- EXHIBIT C: Estimated Costs of Recreation and Parks Service Lifeguard Service to LAUSD for July 2018-June 2019

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Permit to be effective as of the day and year set forth above.

THE DEPARTMENT OF RECREATION
AND PARKS, CITY OF LOS ANGELES

LOS ANGELES UNIFIED SCHOOL
DISTRICT OF LOS ANGELES COUNTY

By: _____
Name:
General Manager
Dated: _____, 201_

By: _____
Albert Grazioli, Asset Development Director
Dated: _____, 201_

APPROVED AS TO FORM & LEGALITY

CITY ATTORNEY

Dated: _____, 201_

By: _____
Deputy City Attorney

EXHIBIT A

Campus Site Plan

LOS ANGELES CENTER FOR ENRICHED STUDIES
(LACES)

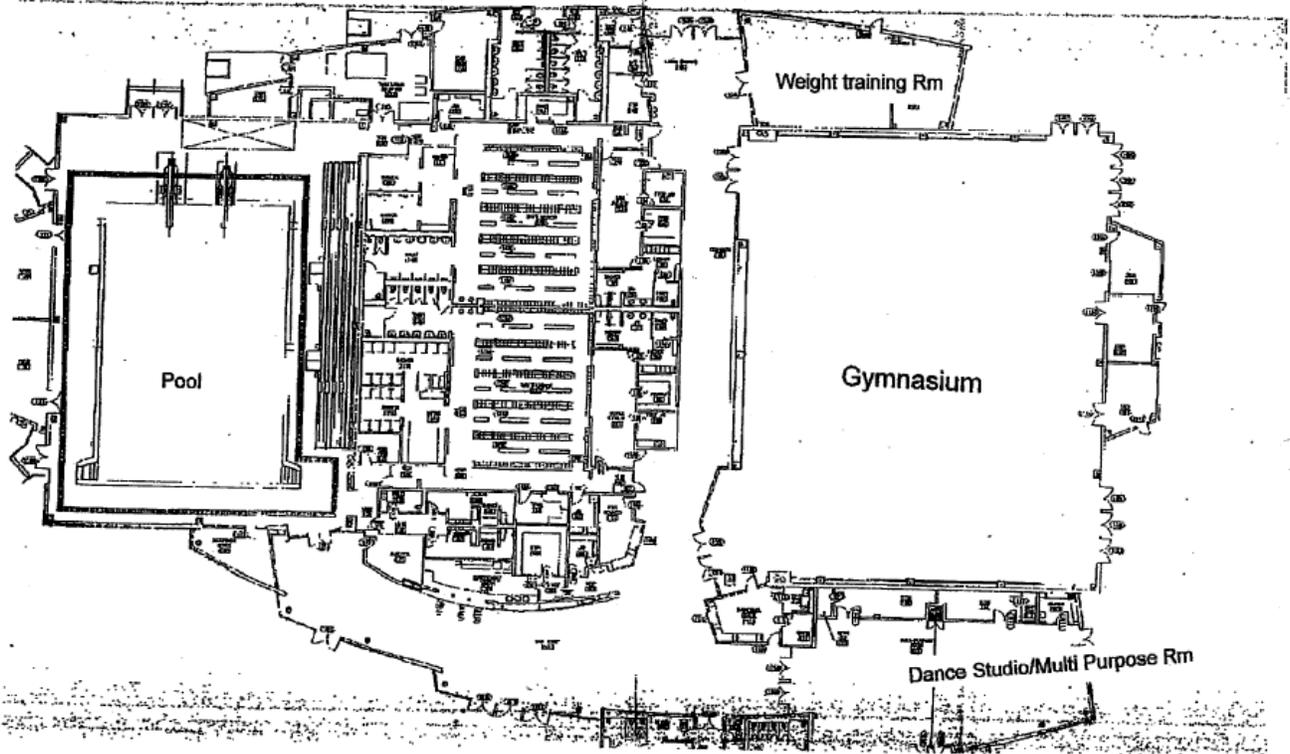


EXHIBIT A-1

Joint Use Facilities

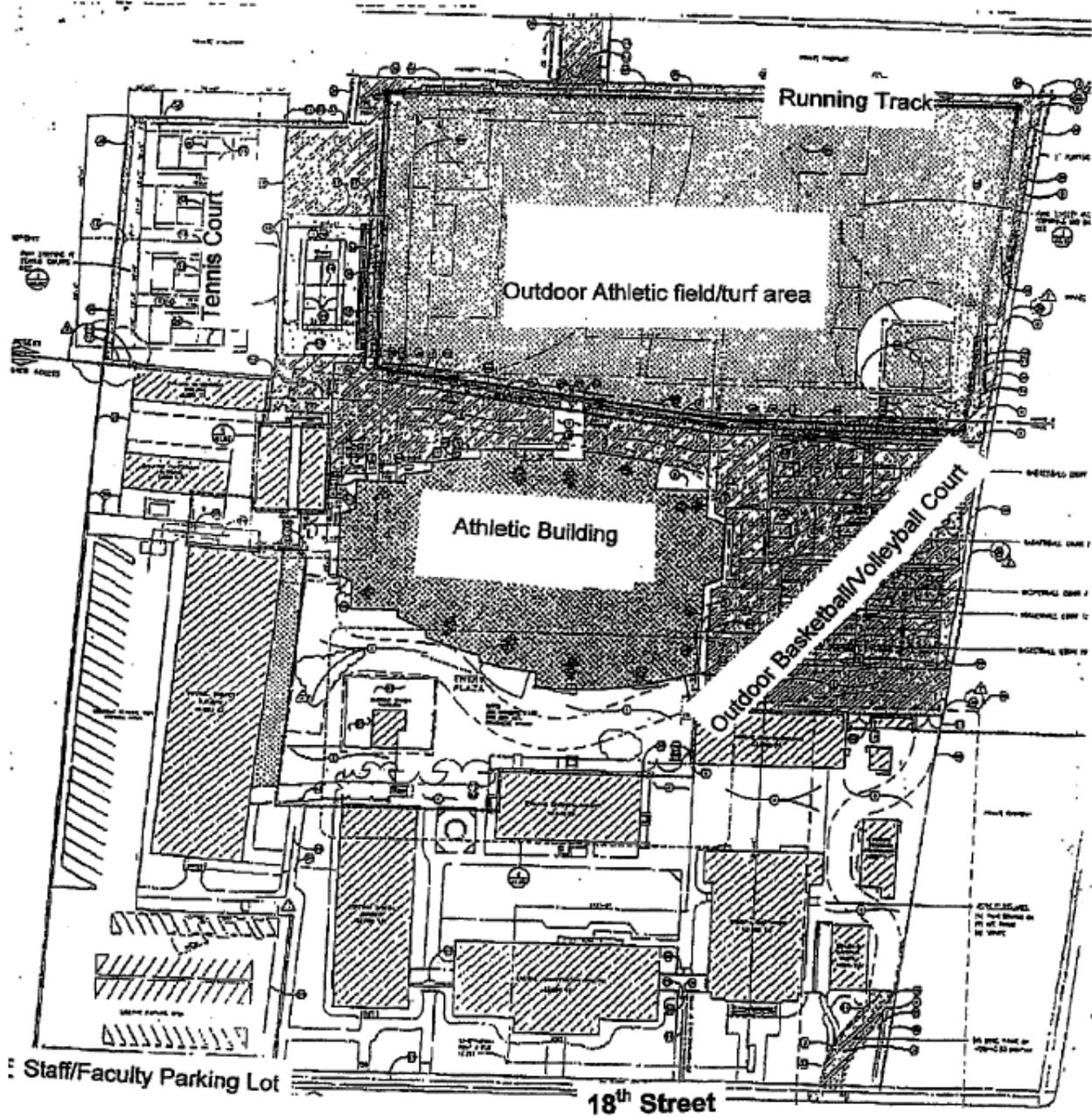


EXHIBIT B

LAUSD Maintenance & Operations FY 2018-19 Yearly Cost Estimate and Matrix

SCHOOL SITE AND USE INFORMATION		Total Use	Percentage of area based on use	
Total square feet of LACES		667,649		
Approximate total square feet of indoor/outdoor athletic facility and percentage of area for joint-use		314,002	47.03%	
LA CITY REC AND PARKS LACES FACILITY HOURS OF USE PER YEAR - M-F: 6 pm - 9 pm school days; 9 am - 9 pm summer and school breaks; 8 hrs SA, 6 hrs SU		2168	50.09%	
LAUSD LACES FACILITY HOURS OF USE PER YEAR - 6 am - 6 pm school days		2160	49.91%	
MAINTENANCE & OPERATIONS SERVICES	CALCULATIONS	COSTS	FUNCTIONS	
Pool Custodian labor (including benefits) - 8 hrs/day, 5 days/week	(\$30.05 per hour for 1984 hours) x 50.09%	\$ 29,916.91	Services provided by LAUSD during and after partner (City) use. Pool Services: Evaluating water condition, monitoring and maintaining computerized chemical release and pool equipment, cleaning of pool area and decking. Also services restrooms, cleans buildings, grounds upkeep. Pool closed 7/1/16 - 2/15/16. Hours effective 2/16/16.	
Weekend Custodial Staff (8 hrs Saturday & 6 hrs Sunday, Weekdays - 1 hour & 4 hrs during Summer, Holidays 8 hrs)	\$ 31.49 (OT rate) x 1264	\$ 40,055.28	Services provided by LAUSD during and after partner (City) use. Athletic facility cleanup includes: sweeping, damp mopping, restroom cleaning and disinfecting surfaces, spot washing walls and doors, wall washing, servicing dispensers (toilet paper, paper towels, soap), light replacement, removing graffiti, trash removal, grounds upkeep.	
Pool Chemicals	\$3943.43 x 50.09%	\$ 1,975.36	Charges for annual use of chlorine, acid, dry chemicals.	
Gardening + landscaping	(((\$21,309.52+4,592.98)*47.03%)*50.09%	\$ 6,102.36	LAUSD to maintain athletic field and other landscaped areas on a regular basis.	
Annual Athletic Field Renovation	(\$13,690.12) x 50.09%	\$ 6,857.71	Aeration and renovation of athletic field once/year.	
Pest Management	(\$4,202.87 x 47.03%) 50.09%	\$ 990.15	LAUSD to provide all services according to required Integrated Pest Management Program. City not to apply any pesticides.	
Annual Gym Floor Refinishing	\$1804.64 (Labor) + \$6,943.98 (Materials) x 50.09%	\$ 4,382.40	Includes all supplies and labor once/year.	
Rubbish Collection	(\$29,421.11 x 47.03%) 50.09%	\$ 6,931.31	Charges based on annual rubbish collection contract.	
Supplies	\$30/day x 362 days	\$ 10,890.00	Based on daily use of paper towels, toilet paper, soap, etc.	
SUBTOTAL		\$ 108,101.48		
Administrative Costs	19.3% of subtotal	\$ 20,863.59	Standard and customary overhead reimbursement	
Proposition K Payment Credit	2018-19 (Estimated)	\$ (13,690.00)	Credit for maintenance reimbursement paid through Prop K for FY 2018-19	
Total Payment Due LAUSD For Fiscal Year 2018-19		\$ 115,275.07	Estimated	

LACES Facility Use Hours FY19

Month	9am-9pm Summer and Breaks/Unassigned		Holidays (OT)		Weekday Evenings M-F 6pm-9pm		Saturdays		Sundays		LACES days for share of supplies	City Hours	6am - 6pm LAUSD Hours		School Hours	Pool Custodial Hours	Approximate Custodial OT (8 hr SA/6 hr SU) + 1 hr weekdays, + Holidays + 4 hours in Summer	
	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days			Hours	Days				
Jul-18	12	21	12	12	1	3	0	8	4	6	5	31	326	12	0	168	158	
Aug-18	12	9	8	1	3	13	8	4	6	4	31	211	12	13	156	176	113	
Sep-18	12	2	8	1	3	17	8	5	6	5	30	153	12	17	204	152	103	
Oct-18	12	0	8	0	3	23	8	4	6	4	31	125	12	23	276	184	79	
Nov-18	12	3	8	3	3	16	8	4	6	4	30	164	12	16	192	152	108	
Dec-18	12	9	8	1	3	10	8	5	6	5	30	216	12	10	120	152	124	
Jan-19	12	3	8	1	3	18	8	4	6	4	30	154	12	18	216	168	94	
Feb-19	12	0	8	1	3	19	8	4	6	4	28	121	12	19	228	152	83	
Mar-19	12	0	8	0	3	21	8	5	6	5	31	133	12	21	252	168	91	
Apr-19	12	6	8	0	3	16	8	4	6	4	30	176	12	16	192	176	96	
May-19	12	0	8	1	3	22	8	4	6	4	31	130	12	22	264	176	86	
Jun-19	12	15	8	0	3	5	8	5	6	4	29	259	12	5	60	160	129	
												362	2168			2160	1984	1264
												50.09%		49.91%				

Excludes 12/25 & 1/1

EXHIBIT C

Estimated Costs of Recreation and Parks Lifeguard Service to LAUSD for July 2018- June 2019

	Total Labor	Full-Time CTO 16.20%	Total Gross Salaries	Full-Time Fringe Benefits 58.93%	Part-Time Fringe Benefits 9.78%	Full-Time Department Administration 12.78%	Part-Time Department Administration 14.58%	TOTAL Labor and Burden
Aquatic Facility Manager I	\$20,879							
Total for Full Time	<u>\$20,879</u>	<u>\$3,382</u>	<u>\$24,262</u>	<u>\$14,297</u>		<u>\$3,101</u>		<u>\$41,660</u>
Pool Lifeguard	\$16,828	\$2,726	\$19,555	\$11,524		\$2,499		
Seasonal Pool Manager I	\$5,697	\$923	\$6,620	\$3,901		\$499		
Total for Half Time - 20 hours or more per pay period	<u>\$22,525</u>	<u>\$3,649</u>	<u>\$26,174</u>	<u>\$15,424</u>		<u>\$2,998</u>		<u>\$44,596</u>
Pool Lifeguard	\$18,276		\$18,276		\$1,787		\$2,665	\$22,728
Seasonal Pool Manager I	\$6,187		\$6,187		\$605		\$902	\$7,694
Total for Half Time - Less than 20 hours per pay period	<u>\$24,463</u>		<u>\$24,463</u>		<u>\$2,392</u>		<u>\$3,567</u>	<u>\$30,422</u>
Pool Lifeguard	\$25,212		\$25,212		\$2,466		\$3,676	\$31,354
Seasonal Pool Manager I	\$8,535		\$8,535		\$835		\$1,244	\$10,614
Total for Part Time	<u>\$33,747</u>		<u>\$33,747</u>		<u>\$3,300</u>		<u>\$4,920</u>	<u>\$41,968</u>
Grand Total	<u>\$101,614</u>		<u>\$108,646</u>					<u>\$158,646</u>
TOTAL Estimate for Services to LAUSD at LACES								<u><u>\$158,646</u></u>

Notes:

- (1) Indirect Costs are based on Cost Allocation Plan (CAP) 41 for Full-time labor costs and CAP 39 for Part-time labor costs.
 (2) Half-time employees who work 20 hours or more a pay period are subject to full-time indirect costs for that pay period.

JOINT USE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF VARIOUS FACILITIES AT THE LOS ANGELES CENTER FOR ENRICHED STUDIES

THIS JOINT USE AGREEMENT, made and entered into this ~~4/14~~ day of June, 1998, by and between THE CITY OF LOS ANGELES, a municipal corporation, by and through its Board of Recreation and Park Commissioners, hereinafter called CITY, and the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter called DISTRICT.

WITNESSETH:

WHEREAS, DISTRICT intends to build a 56,000 square foot multi-purpose building and adjacent outdoor improvements to be constructed at the DISTRICT'S Los Angeles Center for Enriched Studies (LACES) at 5931 West 18th Street in Los Angeles; and,

WHEREAS, the proposed project entails construction of a physical education facility including a competition-sized gymnasium, swimming pool, dance studio, and community theater/meeting room (collectively the "Athletic Building"); and,

WHEREAS, the proposed outdoor improvements will include a small soccer field, running track, basketball/volleyball courts and tennis courts (collectively the "Appurtenant Improvements"); and,

WHEREAS, the best interest of the public will be served by the use and occupancy of land situated in the City of Los Angeles and the County of Los Angeles (as described in Exhibit 1 attached hereto), owned by the DISTRICT and referred to as the Los Angeles Center for Enriched Studies, for the construction of Athletic Buildings and Appurtenant Improvements (hereinafter collectively referred to as the "Facilities"); and,

WHEREAS, the CITY and the DISTRICT desire to make the Facilities available to the public for community recreation; and,

WHEREAS, DISTRICT has estimated the cost of constructing the Facilities at \$9,117,000 and has applied for a Grant from the City of Los Angeles, Commission for Children, Youth and Their Families, hereinafter referred to as CCYTF, in the amount of \$866,361 from the 1997 Los Angeles City Parks Act, Proposition "K", which will partially fund development and construction of the Facilities; and,

WHEREAS, award of the Grant from the CCYTF is contingent upon the DISTRICT and the CITY entering into a fifteen (15) year Agreement to share the use of the Facilities according to the terms and conditions hereinafter set forth; however, the Grant from CCYTF shall be subject to a separate agreement between DISTRICT and CCYTF to which this Agreement shall be attached, and this Agreement is not intended by the parties to be a commitment for funding; and,

WHEREAS, upon award of the Proposition "K" Grant from the CCYTF, DISTRICT will obtain the balance of the required funds for construction of the Facilities from other funding sources, and CITY'S fifteen

year term of use of the subject Facilities under the terms of this Agreement will commence upon DISTRICT'S completion and acceptance of said Facilities; and,

WHEREAS, CITY and DISTRICT desire to cooperate in establishing, jointly operating and maintaining the Facilities in order that the greatest public use for recreational activities including tennis, basketball, football, soccer, swimming and other recreational uses will arise from the operation of the Facilities for the benefit, education, amusement, convenience and enjoyment of the public; and,

WHEREAS, DISTRICT shall cooperate and consult with CITY and its representatives relative to the planning, design and construction of the Facilities; and,

WHEREAS, pursuant to the provisions of Title I, Division 7, Chapter 5 of the California Government Code and the provisions of Part 7, Chapter 10, Section 10900, et seq. of the California Education Code, the parties hereto may contract to achieve said purposes and are authorized to cooperate with each other in the development and execution of adequate programs of education and community recreation, and in the exercise of such power shall be subject to the lawful restrictions applicable to the CITY;

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. FUNDING:

DISTRICT shall within a reasonable time after the approval by the CCYTF of the Grant application for Proposition "K" funds begin phased construction of the Facilities on the premises described in Exhibit 1 attached and made part hereof. DISTRICT, at its sole cost, shall prepare plans, advertise for construction contracts and administer the project during the construction phase. DISTRICT shall, using available project Funds, provide any additional improvements to the Facilities and the installation of equipment therein, which DISTRICT deems necessary. DISTRICT shall use reasonable efforts to complete the construction within DISTRICT'S budget parameters and shall be under no obligation to provide any additional funds beyond those identified. The CITY will not be responsible for any cost overruns with respect to the construction of the Facilities. If, during any phase of the project, DISTRICT determines that there are insufficient funds to complete the Facilities, DISTRICT shall have the reasonable right to reduce the scope of the project. If DISTRICT determines that the project does have to be downsized, DISTRICT will notify CITY and CCYTF in writing regarding scope of reduction of work prior to proceeding with completion of the project. If CITY does not concur with DISTRICT'S proposed changes, CITY can propose alternative changes or provide supplemental funding for the identified shortfall. CITY shall respond to DISTRICT in writing within ten (10) days of DISTRICT'S notification to CITY.

2. DELAYS BEYOND THE CONTROL OF PARTIES:

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil commotions, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

3. LICENSE AND TERM:

During the hours provided for the CITY'S use pursuant to Paragraph 11 hereof, the DISTRICT hereby sets apart the use and occupancy of the DISTRICT'S land described on Exhibit 1, attached hereto, together with the right of ingress and egress from the nearest public street, at no cost.

CITY'S rights to utilize the Facilities shall be for an initial period of fifteen (15) years from the date of completion of the Facilities as approved and accepted by the DISTRICT and the CITY in writing (the "Initial License Period"), and the parties shall make reasonable efforts to extend the Initial License Period (the "Extended License Period(s)") by amending or supplementing this Agreement upon similar covenants and conditions set forth herein. DISTRICT shall not be obligated to construct the Facilities unless and until funding is available.

To initiate renewal of the Agreement, CITY shall provide one year's written notice to the DISTRICT. Following expiration of this Agreement, and until such time as either CITY or DISTRICT terminates CITY'S occupancy, or until such time as a new Agreement is executed by both parties, CITY'S non-exclusive use of the Facilities will continue on a month-to-month basis upon the same terms as specified in this Agreement, except for the term. The privilege to continue the terms of the agreement on a month-to-month basis shall be subject to termination by either party upon 90 days written notice.

In recognition of the substantial contributions of both parties to the Facilities, this Agreement for joint use shall not be terminated by either party prior to the expiration of the Initial License Term set forth in this Section of the Agreement in the absence of a material breach of the Agreement. In the event of a default in the terms of this Agreement, the non-defaulting party shall provide written notice thereof to the party in default in the manner provided by Section 15 and the party in default shall immediately cure the default or commence to cure the default if the default cannot be immediately cured. The defaulting party shall, within five (5) days of receiving the notice of default, respond to the other party in writing that the default has been cured or identify the steps that will be taken and by what time to cure the default. Except for defaults which remain uncured after 90 days or which are frequently repeated, the Agreement shall not be terminated for material breach.

4. OWNERSHIP AND SURRENDER:

The parties hereby agree that the completed Facilities (exclusive of land) shall become the property of the DISTRICT. The parties further agree that title to DISTRICT'S land described on Exhibit 1 shall remain in the DISTRICT.

5. OPERATION OF FACILITY:

DISTRICT and CITY shall share operation of the Facilities as hereinafter provided and in accordance with Paragraphs 6, 7, 8, 9, 10 and 11 hereof. Use of the Facilities at the school by parties other than the CITY shall remain under the control of the DISTRICT through the Real Estate and Asset Management Branch, Civic Center Program Office. The CITY may request authorization for occasional use by a third party during its hours of use and permission for such shall not be unreasonably withheld.

6. DISTRICT MAINTENANCE:

DISTRICT shall keep the Facilities in a safe and sanitary condition at all times, including school summer vacation periods, and will maintain and keep in good repair the land described in the attached Exhibit 1, together with all physical improvements erected thereon, and pay all utilities, including but not limited to, water and power required for the operation of the Facilities.

DISTRICT'S upkeep of the Facilities shall be limited to the following:

- A. Provision of custodial/janitorial services and supplies for the Facilities and Restrooms, as it would have normally undertaken (in absence of this Agreement) for the rest of the school buildings and fields through the school's on-site custodial staff. DISTRICT'S personnel shall also provide CITY access to restroom and janitorial supplies. During CITY'S periods of permitted use under this Agreement, the CITY shall be responsible for replenishing any supplies used..
- B. Exercise reasonable efforts to schedule and complete all major annual Facilities maintenance (such as re-seeding, reconditioning, and other upkeep of the DISTRICT'S land) during the months of July and August and other field maintenance and preparation periods during the year, with the exception of those ongoing maintenance activities which are normally performed either year-round or during other months of the year.

7. CITY'S MAINTENANCE:

- A. Notwithstanding the maintenance obligation assumed by DISTRICT hereunder, CITY shall perform any emergency maintenance which may become necessary during its use of the Facilities to keep it in a safe and sanitary condition. Should such maintenance not be convenient to perform during the period of use, CITY or DISTRICT having use at the time the emergency is discovered shall warn of any defects or blockade any areas which may be dangerous; and should this not be feasible, CITY or DISTRICT shall immediately cease use of the Facilities and vacate same until such time as the Facilities are safe and sanitary.
- B. In addition to any "emergency maintenance" by CITY as set forth above, and notwithstanding anything to the contrary in this Agreement, CITY shall, at its sole cost, clean up or cause to be cleaned up the Facilities and Restrooms promptly after the CITY'S (and/or its permittees') usage, in order to keep the Facilities and Restrooms in a sanitary, clean and usable condition for school use on the following school day.
- C. On a quarterly basis, or as deemed necessary by either DISTRICT or CITY, representatives of the parties will confer to evaluate the adequacy of the operational and maintenance responsibilities of each party, as stipulated in this Agreement, and make such adjustments as they deem necessary.
- D. In addition, notwithstanding the maintenance obligation assumed by the DISTRICT hereunder, CITY shall make all repairs to the Facilities and land that are caused by or result from the negligent acts or omissions of its officers, agents or employees.

E. CITY shall be responsible for any substantial increase in utility costs attributable to its use of the Facilities.

8. STAFFING:

DISTRICT shall provide personnel necessary for the complete and proper maintenance of the Facilities in accordance with the provisions of Paragraph 7 herein. CITY shall provide, only during the time it has use of the Facilities and without cost to DISTRICT, appropriate staff as deemed necessary by CITY, for the safety and security of individuals utilizing the Facilities. DISTRICT shall also provide staffing of the Facilities to insure its availability to the CITY at no cost.

9. USE OF SCHOOL PARKING LOT:

CITY shall have use of a parking lot on the School site, to be designated by the School principal, for use by CITY or its permittees during CITY'S periods of use. When large attendance is expected for "Special Events," including those during summer break, the CITY shall coordinate with the Real Estate and Asset Management Branch, Civic Center Program Office, to secure additional parking. CITY shall provide advance notice of at least ten (10) school working days prior to the requested use of additional parking. The CITY will be responsible for any required clean-up of the parking areas after each use.

10. USE OF FACILITIES:

DISTRICT shall have use of the Facilities for recreational, educational and other school-associated or sponsored activities. Use of DISTRICT Facilities by the CITY shall be permitted pursuant to the Civic Center Act (§38130-et seq. of the Education Code). CITY shall follow the DISTRICT's procedures in obtaining a DISTRICT issued Civic Center Permit. CITY will have use of said Facilities for recreational purposes for the general public. The DISTRICT shall not dislodge the CITY'S pre-established recreational programs by establishing a competing recreational program.

During its period of use of the Facilities, CITY (and its permittees) shall have access to required restroom facilities. Further, during its period of use of the Facilities or other buildings on the site, CITY'S on-site supervisory staff shall have access to a "work area" designated for CITY use (equipped with a telephone) located near the Facilities, such location to be determined by the Principal of LACES in his/her sole discretion.

CITY shall comply with all applicable laws, ordinances and regulations pertaining to the use of the DISTRICT'S land and, in this regard, shall enforce the prohibitions against the use of profane language, smoking, possession or use of intoxicating beverages and narcotics, quarreling and fighting, betting and other forms of gambling.

CITY, when using DISTRICT facilities, shall provide approved and appropriate security and supervision of the facilities and activities to ensure proper standards of conduct, cleanliness and safety. When DISTRICT staffing for access is otherwise unavailable, the CITY, when using DISTRICT facilities, shall have access to keys or other devices that provide physical access to any facilities that will be used.

DISTRICT shall provide the CITY access to a DISTRICT telephone during CITY's use of the Facilities. CITY shall ensure that the telephone usage shall be limited to work related matters and/or emergency purposes. Use of DISTRICT telephones by the CITY for long distance or personal calls will not be permitted.

11. HOURS OF OPERATION:

DISTRICT shall have the right to the exclusive use of the Facilities during all "regular school days" including athletic practice and games as hereinafter defined. In addition, DISTRICT activities which customarily occur after "regular school days" (i.e., "Back to School Night," dances, athletic activities) shall have priority for use of the Facilities. CITY shall have the right to use the Facilities to serve the general public one (1) hour after the end of "regular school days" and on Saturdays, Sundays, school holidays and during school vacation periods, as follows:

- A. Monday to Friday from 4:30 p.m. until 10:00 p.m.
- B. Saturdays and Sundays from 8:00 a.m. until 10:00 p.m.
- C. School vacation periods and holidays;
Monday through Friday from 8:00 a.m. until 10:00 p.m.

For the period of time shown above in Sections A through C, CITY will cooperate with the LACES Principal, his/her designee(s) or the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office, to alter CITY'S hours to meet LACES's needs for external youth services programs and for athletic activities and practices for which LACES has no other adequate alternative facility and which cannot be reasonably accommodated during regular school hours. Further, CITY acknowledges that the DISTRICT receives and fulfills requests for use of the Facilities pursuant to the Civic Center Act (§38130-et seq. of the Education Code) from time to time. The Principal of LACES and the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office, may make a request for approval to alter the CITY'S hours stated above, upon no less than seven (7) days advance notice to the CITY, which approval shall not be unreasonably withheld.

In the event the CITY shall need use of the Facilities outside the designated hours, the CITY must submit a request at least seven (7) days in advance of the event to the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office. If no school activities are anticipated for the requested date, approval for use shall not be unreasonably withheld.

Where a conflict exists between a DISTRICT program customarily offered at the school and a program proposed by the CITY, the DISTRICT program shall have priority.

12. INDEMNIFICATION:

DISTRICT agrees to save and hold CITY harmless from any and all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Facilities during the hours DISTRICT has the exclusive use of the Facilities.

Conversely, CITY agrees to save and hold DISTRICT harmless from any and all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Facilities during the hours the CITY has exclusive use of the Facilities.

Pursuant to Government Code Sec. 895.4, each party hereto indemnifies and holds harmless the other party, its officers, agents and employees for any liability imposed by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission occurring in the performance of this Agreement by the indemnifying party or its officers, agents or employers.

In the event that third-party loss is attributable to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction. The provisions of California Civil Code 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

13. DAMAGE AND DESTRUCTION:

If through no fault of the parties hereto all or any portion of the Facilities shall be so damaged by earthquake, fire, casualty or other cause of happening as to be substantially destroyed and rendered untenable, or if any authority having jurisdiction shall order the demolition or removal of the Facilities herein, then this Agreement shall terminate.

If through no fault of the parties hereto all or any portion of the Facilities shall be partially destroyed by fire, casualty, or other cause or happening, or be declared unsafe by an authority having jurisdiction, neither party hereto shall have the obligation to restore said Facilities or put it in proper condition for use and occupancy; provided, however, that should said Facilities not be restored and made safe or a decision is not made to restore within one year from the date of said partial destruction or declaration of unsafe condition thereof; then in that event, either party hereto may, at its option and upon thirty (30) calendar days notice thereof being given to the other in writing, terminate this Agreement.

14. RECORDS ACCESS:

The parties hereto agree to provide access to records of either party pertaining to the use or maintenance of the Facilities.

15. NOTICES:

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Real Estate and Asset Management Branch
Los Angeles Unified School District
355 South Grand Avenue, Floor 5
Los Angeles, California 90071
Tel: (213) 633-7581, Fax: (213) 633-7546
Attn: Michael DeLuca, Deputy Director

CITY: General Manager, Department of Recreation and Parks
City of Los Angeles
200 North Main Street, Room 1330, City Hall
Los Angeles, California 90012
Attn: Real Estate and Asset Management Division
Tel: (213) 485-5111, Fax: (213) 617-0439

16. ATTORNEYS FEES:

In the event either party brings an action or claim for breach of this Agreement against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred in the pursuit or defense of such claim, as the case may be.

17. COUNTERPARTS:

This Agreement may be executed in any number of counterpart parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature (s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

18. AMENDMENTS:

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the DISTRICT and CITY.

19. ASSIGNMENT AND SUBLEASE:

This Agreement is not assignable by either party. Neither DISTRICT nor CITY shall without written consent of the other party, sublicense or sublease any portion of the Facilities. Any attempted sublease or sublicense without the consent of the other party shall render this Agreement null and void. Each of the provisions, agreement terms, covenants and conditions herein that are to be performed by either party shall be binding upon any transferee thereof.

20. SEVERABILITY:

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. WARRANTIES:

A. DISTRICT'S Warranties: As an inducement to the CITY to enter into this Agreement, the DISTRICT represents, warrants and covenants as follows:

- (1) that it is a regularly organized and existing school district under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a school district, to enter into this Agreement, and to consummate the transaction herein contemplated;
- (3) that all actions to be taken by or on behalf of the DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and
- (4) that this Agreement is a valid and binding obligation of the DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

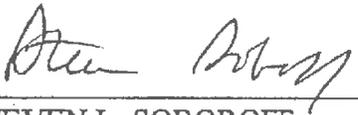
B. CITY'S Warranties: As an inducement to the DISTRICT to enter into this Agreement, the CITY represents, warrants and covenants as follows:

- (1) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a city, to enter into this Agreement, and to consummate the transaction herein contemplated;
- (3) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and
- (4) that this Agreement is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth above.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By the Board of Education of the City of Los Angeles

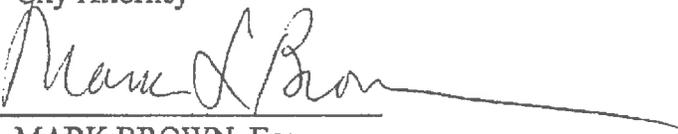
By 
STEVEN L. SOBOROFF
President

By 
BOB NICCUM
Director of Real Estate and Asset Management

By 
SAUNDRA GANDOLFO
~~Acting~~ Secretary

APPROVED AS TO FORM AND LEGALITY

Dated 6-4, 1998
JAMES KENNETH HAHN
City Attorney

By 
MARK BROWN, Esq.
Assistant City Attorney

LOS ANGELES CENTER FOR ENRICHED STUDIES-PASTEUR SITE

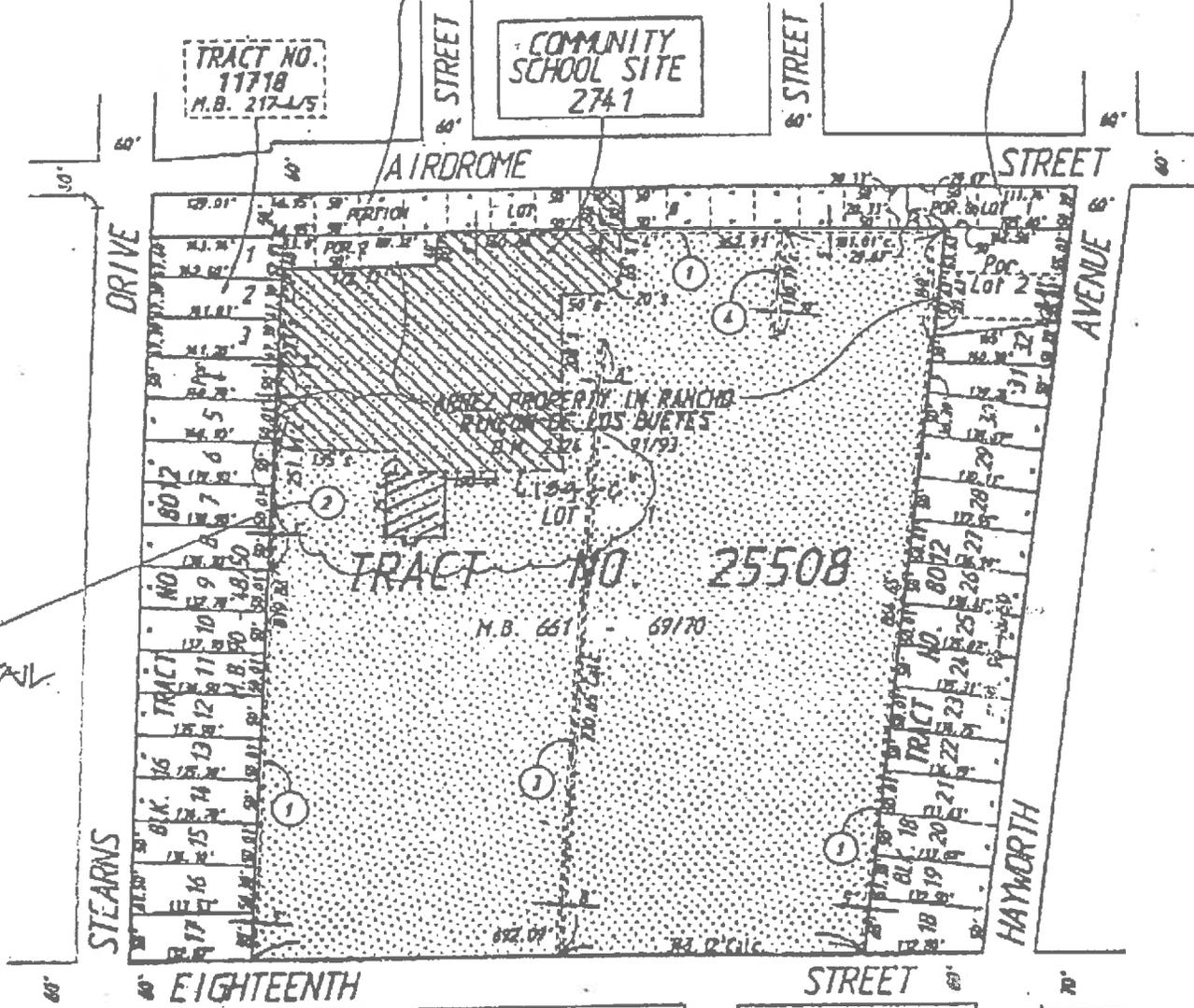
8741



SUBDIVISION OF THE PROPERTY OF JOSE DE ARNEZ IN THE RINCON DE LOS BUYES M.B. 37-53/54

TRACT NO. 11718 M.B. 217-L/5

COMMUNITY SCHOOL SITE 2741



DETAIL A

- ① Easement to the city of Los Angeles for public utility purposes.
- ② Easement to Pacific Telephone & Telegraph Company for pole lines, conduits & incidental purposes.
- ③ Easement to the city of Los Angeles for poles, electrical devices & lines.
- ④ Easement to the City of Los Angeles for poles, electrical devices & lines.

Approx: 90,000

520,1490	517,640	11.449 Ac
L.A.C.E.S. - 525,846 SQ. FT.		12.07 Ac
COMMUNITY - 87,730 SQ. FT.		2.01 Ac
PROPERTY: 613,576 SQ. FT.		14.09 Ac

REDRAWN 5-14-90 INTB; REV. 2-27-91 JM
REDRAWN NOV. 16, 1960 JCB

CITY OF LOS ANGELES
C.A.M.B. 5066
D.M. 574
C.V.S. 22
ZONE R-1-1
SCALE 1"=200'