

APPROVED

August 07 2025

BOARD OF RECREATION  
AND PARK COMMISSIONERS

## BOARD REPORT

NO. 25-143DATE August 07, 2025C.D. #1, 4, 14

## BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SITE-SPECIFIC JOINT USE AGREEMENTS WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR PROPOSITION K COMPETITIVE GRANT-FUNDED PROJECTS AT JOHN MARSHALL HIGH SCHOOL, EAGLE ROCK HIGH SCHOOL, AND EDWARD R. ROYBAL LEARNING CENTER

|             |       |                  |       |
|-------------|-------|------------------|-------|
| B. Aguirre  | _____ | M. Rudnick       | _____ |
| B. Jones    | _____ | C. Santo Domingo | _____ |
| C. Stoneham | _____ | N. Williams      | _____ |

  
 \_\_\_\_\_  
 General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the proposed three Site-Specific Joint Use Agreements (Agreements) with the Los Angeles Unified School District (LAUSD) for Proposition K Competitive Grant-funded Projects at John Marshall High School, Eagle Rock High School, and Vista Hermosa Soccer Field at Edward R. Roybal Learning Center, substantially in the form on file in the Board Office and attached hereto as Attachment Nos. 1, 2, and 3, subject to the approval of the City Attorney as to form;
2. Authorize the Board Secretary to transmit forthwith the Agreements to the City Attorney;
3. Authorize the Board President and Secretary to execute the Agreements upon obtaining the required approvals; and
4. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Proposition K, also known as the L.A. for Kids Program, is a City of Los Angeles City initiative that was approved by voters in 1996 and will sunset in 2026. This initiative generates \$25 million annually through a property tax assessment to fund the acquisition, development, improvement, and maintenance of parks and recreational facilities. This funding is allocated for capital improvements and maintenance, with a portion also set aside for competitive grants to public agencies, city departments, and non-profit organizations.

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The primary purpose of Prop K is to combat the inadequacies and decay of the City's youth infrastructure, which has resulted in serious unmet needs for park, recreation, childcare and community facilities.

Through the Request for Proposal (RFP) process, the City Engineer is responsible evaluating and rating submitted proposals, and recommending prospective grant recipients to the L.A. FOR KIDS Steering Committee and City Council for approval.

The Los Angeles Unified School District (LAUSD) applied for competitive grants under the 11<sup>th</sup> cycle of the Proposition K program for three senior high schools. LAUSD has applied for the amounts listed below to fund specified outdoor improvements at the following school sites:

| School Name  | Council District | Address                                  | Project Description                                | Proposition K Funding Request |
|--|------------------|--|--|-------------------------------|
| John Marshall High School                            | CD 4             | 3939 Tracy Street, Los Angeles, CA 90027 | Replacement of synthetic turf in the stadium field | \$3,500,000                   |
| Eagle Rock High School                               | CD 14            | 1750 Yosemite Dr, Los Angeles, CA 90041  | New synthetic turf field and track                 | \$1,650,619                   |
| Vista Hermosa Soccer Field at Roybal Learning Center | CD 1             | 100 N. Toluca St., Los Angeles, CA 90026 | Replacement of synthetic turf on soccer field      | \$5,500,000                   |

All three projects have public recreation benefits.

The joint use agreements between the City of Los Angeles and LAUSD for **John Marshall High School, Eagle Rock High School and Vista Hermosa Soccer Field** provide shared access to key recreational facilities: an athletic field (soccer or football), a parking lot (if available), and shared restrooms. In all cases, the City may use these facilities during designated non-school hours, while LAUSD retains priority during school operations and events.

The athletic fields—a soccer field at Vista Hermosa and football fields at Eagle Rock and John Marshall—are made available for public use under City supervision when school activities are not in session. The parking lots, while non-exclusive and subject to availability, may be used by City program participants on a first-come, first-served basis, but commercial uses such as vehicle sales, repairs, or exhibitions are restricted. The shared restrooms are accessible for their intended sanitary purpose during the City's use period.

LAUSD's Use Period at all three schools is from **6:00 a.m. to 6:00 p.m., Monday through Friday**, on regular school days, including summer sessions if applicable. The City's Use Period, when school is in session, generally runs from **6:00 p.m. to 9:00 p.m. on weekdays**, and from

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**8:00 a.m. to 10:00 p.m. on weekends.** When school is not in session (holidays, breaks, or intersessions), all facilities may be used by the City **daily from 8:00 a.m. to 10:00 p.m.**, unless the City chooses to use less time or the schedule is modified by mutual agreement.

Use of the facilities during City hours is contingent upon the annual submission of a City programming schedule, which must be finalized and approved by **July 31** each year. Both parties agree to coordinate staffing, cleaning, and securing of facilities during their respective use periods and to share maintenance responsibilities proportionally based on hours of use.

The proposed agreements become operational if and only if LAUSD receives the requested grant funding. The term of each agreement is seven years. The terms and conditions of these agreements are similar to the terms of other joint use agreements executed during the preceding competitive cycle of the Proposition K program in response to the LAUSD's grant applications.

### ENVIRONMENTAL IMPACT

The proposed Board action consists of three joint use agreements with Los Angeles Unified School District where RAP commits to using two football fields and one soccer field existing on school properties. The agreements are a prerequisite for applying for funding for refurbishing these fields.

The projects can be summarized as follows:

- At Eagle Rock High School, the proposed project will demolish and remove the existing decomposed granite track, natural grass football/soccer field, field event facilities, scoreboard, and goal posts. To replace these features, the Project will install a new regulation size synthetic turf football/soccer field; rubberized track surface (8-lanes) and field event facilities (long jump, triple jump; high jump); scoreboard and goal posts; irrigation and drainage improvements; security fencing and gates and associated landscape, hardscape, and infrastructure upgrades.
- At Marshall High School, the proposed project will remove and replace approximately 80,000 square feet of synthetic turf on the existing football field that has reached the end of its useful life. It will install a new perimeter drainage and field cooling system; repair the track field, and provide accessibility upgrades to the bleachers, and five new field lights. The Project will also include asphalt removal in the existing parking areas.
- At Vista Hermosa Soccer Field at Roybal Learning Center, the proposed project will remove and replace approximately 70,000 square feet (300 feet by 165 feet) of synthetic turf at the Vista Hermosa Soccer Field. The project scope also includes site leveling, grading, drainage improvements, and installation of new synthetic turf surfacing to restore safe and functional field conditions.

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The LAUSD Board of Education approved the Eagle Rock High School project on December 7, 2023 and determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1), Section 15302 (Class 2), Section 15303 (Class 3) and Section 15311 (Class 11) of California CEQA Guidelines. A Notice of Exemption (NOE) was filed with the Los Angeles County Clerk on December 15, 2025.

It approved the Marshall High School project on December 14, 2023 and LAUSD staff determined that it is exempt from CEQA pursuant to Section 15301 (Class 1), Section 15302 (Class 2), Section 15303 (Class 3) and Section 15311 (Class 11) of California CEQA Guidelines on July 28, 2025. LAUSD staff is currently in the process of filing an NOE with the County Clerk.

LAUSD staff has prepared an NOE for the Vista Hermosa Soccer Field at Roybal Learning Center project, where the proposed project is exempt from CEQA pursuant to Section 15301 (Class 1), Section 15302 (Class 2), Section 15303 (Class 3) and Section 15311 (Class 11) of California CEQA Guidelines on July 29, 2025.

RAP staff recommend that the Board concur with LAUSD's CEQA determinations and take no further CEQA action.

### FISCAL IMPACT

There is no anticipated initial impact to the RAP's General Fund related to the proposed projects. If the District does not receive full funding, it would seek out additional sources to supplement the grant amount received in this grant cycle, or if necessary, reduce the scope of work or postpone the project.

However, it is unknown at present what the annual City cost will be for staffing and maintenance because the total number of hours of City use will vary according to the programming needs of the schools. To the extent that LAUSD receives grant funding and the proposed improvements to the joint-use areas are completed, RAP staff will prepare a budget request for the costs of the related joint-use activity.

This Report was prepared by Ryan Carpio, Director of External Affairs.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Site Specific Joint Use Agreement – John Marshall HS
- 2) Site Specific Joint Use Agreement – Eagle Rock HS
- 3) Site Specific Joint Use Agreement – Vista Hermosa Soccer Field at Roybal Learning Center

**JOINT USE AGREEMENT  
BETWEEN**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**AND**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**FOR THE JOINT USE OF A PORTION OF THAT SCHOOL KNOWN AS  
JOHN MARSHALL HIGH SCHOOL**

This **JOINT USE AGREEMENT** (this “**Agreement**”) is made and entered into by and between **THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as “**CITY**,” and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California, hereinafter identified as “**DISTRICT**.”

**W I T N E S S E T H:**

WHEREAS, DISTRICT has an existing school known as John Marshall High School located at 3939 Tracy St., Los Angeles, CA 90027 (the “**School**”), with Recreational Facilities as depicted on the site plan attached hereto and incorporated herein as EXHIBIT A (“**Site Plan**”)

WHEREAS, DISTRICT intends to build certain improvements at the School, as set forth in that certain agreement for the grant of funds under Proposition K to DISTRICT (“**Proposition K Grant Agreement**”), on real property owned by DISTRICT as depicted on the Site Plan (“**District Property**”);

WHEREAS, Proposition K grant funds require DISTRICT to provide to CITY certain right to use the Recreational Facilities for public programming purposes, subject to DISTRICT’s use for the school;

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

WHEREAS, this Agreement is intended to set forth the parties’ understanding as to the joint or shared use of the Recreational Facilities 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 I: BASIC JOINT USE INFORMATION**

- A. The term “**Recreational Facilities**” 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 described in EXHIBIT A:

|   |   |
|---|---|
| <b>“Recreational Facilities”</b> shall mean the following facilities at the School which are the subject of this Agreement: | Use of the Recreational Facilities:   |
| 1. Football Field, and  | 1. The Football Field will be made available for public use, with appropriate supervision by CITY, during non-school hours and at times when school activities are not scheduled. |



|   |   |
|---|---|
| City's Use Period:  |   |
| When the School is in session during Regular School Days:   | 6:00 p.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 10:00 p.m. Saturdays and Sundays; provided that CITY has established, on an annual basis, a CITY use or program during its Use Period, which has been memorialized and agreed to by DISTRICT no later than, July 31 <sup>st</sup> , of the calendar year. CITY may elect to use less time or the Use Period may be modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement |
| When the School is not in session (closed for holidays recognized by DISTRICT, Winter and Spring Break and other intermissions between semesters or trimesters) | 8:00 a.m. to 10:00 p.m. every day of the week, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement.  |

- C. The parties have designated the following individuals as the primary points of contact for this Agreement:

LASUD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II: GENERAL PROVISIONS

### 1. TERM

The term of this Agreement ("**Term**") shall commence on the date of the full execution of this Agreement ("**Commencement Date**") and shall expire on the seventh (7<sup>th</sup>) anniversary of the Commencement Date. Upon expiration of the Term, CITY and DISTRICT shall have no further rights or obligations under this Agreement and CITY shall have no further rights to use the Recreational Facilities.

### 2. USE OF THE RECREATIONAL FACILITIES

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facilities shall be open for use as set forth in Part I above and in this Agreement. CITY and DISTRICT may mutually agree upon any changes to the use periods so long as such change is memorialized in a written instrument executed by each party.

CITY acknowledges that DISTRICT is operating a school, and CITY agrees that school use and



activities shall take priority regardless of CITY's Use Period. There will be occasions when DISTRICT will require the use of all or a part of the Recreational Facilities for events, including but not limited to, sports competitions, back-to-school nights, student performances, parent-teacher conferences, and other events. Prior to the commencement of each school semester or trimester, DISTRICT shall provide CITY with a list of events that will occur in the coming semester or trimester during City's Use Period. DISTRICT, in good faith, agrees to use reasonable effort to schedule an event to occur during District's Use Period. In the event DISTRICT would like to use the Recreational Facilities for a previously 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, subject to DISTRICT providing CITY with thirty (30) days advance written notice to allow CITY to cancel any use of the Recreational Facilities that may be scheduled to occur.

After establishing its program or use on an annual basis, CITY may relinquish all or a portion of its right to use the Recreational Facilities by notifying DISTRICT, and upon receipt, DISTRICT shall make such dates and times available for use under the Civic Center Act or through DISTRICT's license program; provided, that CITY may recapture such dates and times of use by providing DISTRICT with a minimum of thirty (30) days' notice to allow DISTRICT to cancel any use that may be scheduled to occur.

(b) Use of the Recreational Facilities. CITY and DISTRICT agree that the Recreational Facilities shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above.

(c) Staffing. CITY and DISTRICT agree that responsibility to provide staff to supervise the use of the Recreational Facilities shall be as follows:

(1) District's Use Period. DISTRICT, at its sole cost and expense, shall staff and provide program personnel during its use period.

(2) City's Use Period. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facilities during the City's Use Period for any recreational program CITY offers. CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facilities if CITY will not be exercising its priority to use the Recreational Facilities for itself.

(d) Securing the Recreational Facilities. If DISTRICT is the last user of the Recreational Facilities or CITY has notified DISTRICT that it will not be using the Recreational Facilities during City's Use Period on an identified day or days, DISTRICT shall lock and secure the Recreational Facilities, including any gates for the Parking Lot at the end of City's Use Period.

(e) Clean and Sanitary Condition. At the end of District's Use Period, DISTRICT shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for CITY's use. At the end of City's Use Period, CITY shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for DISTRICT's use.

(f) CEQA. The parties recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act ("CEQA"). CITY shall notify DISTRICT of the use it proposes for the Recreational Facilities. DISTRICT shall notify CITY if it determines CEQA applies to CITY's proposed use, and CITY may pursue its proposed use or may change its proposed use. If CITY elects to pursue the use(s) that require CEQA compliance, CITY shall pay to DISTRICT one-half of the costs incurred by DISTRICT in complying with CEQA. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition, or disapprove the proposed activities. Nothing in this Agreement shall limit each party's exercise of its independent judgment and discretion. The rights and obligations under this Agreement are subject to applicable laws and such rights and obligations shall not arise until after satisfaction of the Proposition K grant approval by the Los Angeles City Council, CEQA, if applicable, and other applicable laws.

(g) Hazardous Substances. The parties shall use the Recreational Facilities 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.

### 3. RESTROOM FACILITIES

During the City's Use Period, CITY shall have access to the restroom facilities identified by DISTRICT ("**Shared Restrooms**") upon the commencement of this Agreement. CITY shall reimburse DISTRICT for any supplies used for the Shared Restrooms during CITY's use. During the District's Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the restrooms available for CITY's use by providing thirty (30) days' written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms. Supply costs shall be included in the Maintenance Estimate, as defined below, and in the quarterly invoices, as described below.

### 4. MAINTENANCE

DISTRICT may apply annually for Proposition K maintenance funds, through the City's process, to help defray maintenance costs. DISTRICT shall provide general maintenance of the Recreational Facilities as may be required in the Proposition K Grant Agreement. CITY agrees to contribute towards the costs and expenses incurred for the maintenance of the Recreational Facilities above and beyond the general maintenance disclosed herein and as may be required in the Proposition K Grant Agreement. Notwithstanding the foregoing, DISTRICT's responsibility to perform shall not be construed as an assumption of all costs and expenses and CITY shall pay its proportionate share of such costs and expenses based upon a ratio calculated on the hours of use by the Parties.

On an annual basis, no later than June 30<sup>th</sup> of every year, DISTRICT shall provide to the CITY the estimate for the cost of the CITY's proportionate share of the general maintenance, as described

below, for the Recreational Facilities, based on the CITY's use schedule ("**Maintenance Estimate**"). Thereafter, DISTRICT shall invoice the CITY on a quarterly basis for the actual costs of CITY's use. CITY shall remit payment within 90 days of its receipt of an invoice from the DISTRICT.

Only DISTRICT may perform operations and maintenance services to the Recreational Facilities. CITY shall not perform operations and maintenance services to the Recreational Facilities.

(a) General Maintenance. DISTRICT's general maintenance of the Recreational Facilities, including the Parking Lot, shall be limited to the following:

(i) Provision of custodial/janitorial services and supplies as such services would normally be provided for the School through the School's custodial staff.

(ii) Perform maintenance activities (such as, but not limited to, regular turf management and pesticide treatment) that normally occurs throughout the year in accordance with DISTRICT's policies.

(b) Other Maintenance. DISTRICT shall exercise reasonable efforts to schedule and complete all other maintenance work (such as, but not limited to, re-seeding, reconditioning, painting, if applicable, and other work) so as to minimize any disruption to CITY's use of the Recreational Facilities. Such other maintenance work will be scheduled after consultation with CITY; provided, that CITY agrees it shall not have the right to require DISTRICT to schedule such other maintenance to accommodate CITY.

(c) Increased Costs. CITY and DISTRICT acknowledge that use of the Recreational Facilities for some sports, including but not limited to, soccer, football and other sports and activities requiring an open area is desired by the community, but such uses can cause additional maintenance, repair and replacement costs in terms of material, labor and administrative oversight. If DISTRICT determines that the general condition of the Recreational Facilities is deteriorating faster than previously experienced reasonable wear and tear or is requiring additional maintenance, repair, replacement or improvement work than previously experienced, CITY agrees to contribute towards the additional maintenance, repair and replacement costs based upon a ratio calculated on the dates and hours of use by the parties.

## 5. DAMAGE AND DESTRUCTION

Damage or destruction of any improvements constructed with Proposition K funds shall be first and foremost, subject to the terms and conditions in the Proposition K Grant Agreement. In the absence of terms and conditions in the Proposition K Grant Agreement pertaining to the damage or destruction of improvements constructed with Proposition K funds or so long as there is no conflict, the following subparagraphs shall apply:

(a) District Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards.

(b) City Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards, and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement within ninety (90) days of CITY's receipt of DISTRICT's invoice.

#### 6. UTILITIES

CITY acknowledges that the School is an existing, operating facility and there are no separate meters for utilities such as, but not limited to, electricity, water and sewer. CITY agrees to contribute toward the increased utility cost based upon a ratio calculated on the hours of use and frequency of use by the parties. The cost for utilities shall be included in the Maintenance Estimate and quarterly invoice for actual costs. CITY shall have the right to inspect the past invoices for each utility as sent by the provider to DISTRICT.

#### 7. CALIFORNIA CODE

The provisions of this Agreement 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 Facilities, 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 Agreement or any damage or destruction to all or any part of the Recreational Facilities.

#### 8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the School and/or the underlying real property for said School, nothing in this Agreement is intended to give CITY any rights to use the facilities and real property of the School, as may be depicted on the Site Plan, which are not identified as part of the Recreational Facilities.

#### 9. CONSIDERATION

CITY acknowledges that the consideration provided by DISTRICT for this Agreement is DISTRICT's construction of the Recreational Facilities or improvements thereto in accordance with the Proposition K Grant Agreement and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by DISTRICT. DISTRICT acknowledges that the consideration provided by the CITY for this Agreement are the funds awarded under Proposition K and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by CITY.

No rent for the use of any of the Recreational Facilities 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 Agreement 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 Facilities at the times and for the purposes DISTRICT is permitted to use the same under this Agreement. 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 Facilities during District's Use Period on terms and conditions consistent with this Agreement. The organizations to which DISTRICT grants a permit to use the Recreational Facilities 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 Agreement. 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 Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement. No District Permittee shall be considered a third-party beneficiary of this Agreement, and

(b) CITY shall be permitted to use the Recreational Facilities for recreational programs sponsored and operated by CITY ("City Programs"), and the public may use the Recreational Facilities while enrolled in said City Programs. CITY shall not issue any permits allowing the use of the Recreational Facilities or otherwise license, sublet or assign its use under this Agreement when not enrolled in a City Programs. CITY shall remain responsible and liable for its City Programs and any person or entity (including, but not limited to, teams and clubs that are not formed as legal entities) participating in its City Programs (collectively referred to herein as the "**City Participants**"). CITY, in its discretion, may require such City Participants to execute an instrument for use under City's Use Period and such are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Agreement. 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 Participant is not using the Recreational Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Participant to comply with the terms and conditions of this Agreement to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Participant. Further, CITY shall inform the City Participants and those persons using the Recreational Facilities 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. No City Participant shall be considered a third-party beneficiary of this Agreement.

## 11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Agreement 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 Agreement by the non-observing party. In the event of any default and breach by either party under this Agreement, 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. In light of the substantial consideration that both parties are investing in the development of the Project, the parties hereto agree that remedies for default and breach of this Agreement shall be those set forth in the Proposition K Grant Agreement and that a default and breach of this Agreement shall constitute a default and breach of the Proposition K Grant Agreement. Likewise, a default and breach of the Proposition K Grant Agreement shall constitute a default and breach of this Agreement.

## 12. NOTICES

Notices shall be in writing and e-mail shall satisfy the requirement of written notice. Any party delivering notice or requesting information from the other shall send such notice or request to the other party as follows:

DISTRICT: Real Estate and Business Development Dept.  
Los Angeles Unified School District  
333 So. Beaudry Ave., 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Borison, Director of Real Estate and Business Development  
Phone: (213) 241-6124  
Email: mark.borison@lausd.net

With a copy to: Office of General Counsel, Facilities Services Team  
Los Angeles Unified School District  
333 South Beaudry Avenue, 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Miller  
Phone: (213) 241-4968  
Email: mark.miller@lausd.net

CITY: General Manager, City of Los Angeles  
Department of Recreation and Parks  
221 N. Figueroa St., Room 350  
Los Angeles, CA 90012  
Attn: Government Liaison  
Phone: (213) 202-2633

With a copy to: General Counsel Division  
Los Angeles City Attorney's Office  
200 N. Main St., 700 City Hall East, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: Proposition K-L.A. for Kids Program

## 13. 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 required by law.

#### 14. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement; provided, however that CITY and DISTRICT agree that this Agreement shall be construed together with the Proposition K Grant Agreement. This Agreement, the exhibits and schedules attached hereto, the Proposition K Grant Agreement, and any side letter or separate agreement executed by DISTRICT and CITY in connection with this Agreement and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the use and occupancy of the Recreational Facilities 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 Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

#### 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, 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.

#### 16. 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.

#### 17. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, this Agreement shall automatically terminate, and the parties shall negotiate and mutually agree on a new contract.

#### 18. 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 Agreement (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 Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement 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 Agreement, and to consummate the transaction herein contemplated:

(iii) that all actions to be taken by or on behalf of 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

(iv) that this Agreement is a valid and binding obligation of 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.

## 19. SPECIAL TERMS, CONDITIONS AND COVENANTS

The parties hereto agree that any special terms, conditions and/or covenants that shall supersede any provision contained in this Agreement shall be described in EXHIBIT C. After the mutual execution of this Agreement, any amendment, modification or alteration of the parties' understanding as contained in this Agreement shall be made pursuant to a written instrument signed by the parties in accordance



with Paragraph 14 above.

## 20. INDEMNIFICATION

(a) CITY's Indemnification. CITY shall indemnify, defend, protect and hold harmless DISTRICT and its board of education, officers, agents, and employees (collectively, the "**DISTRICT Parties**") from and against any and all loss, cost, damage, expense, claims and liability, including, without limitation, court costs and reasonable attorneys' fees (collectively "**Claims**"), incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time that CITY is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any Claims to the extent resulting from the negligence or willful misconduct of DISTRICT or the DISTRICT Parties and not insured (or required to be insured) by CITY under this Agreement.

(b) DISTRICT's Indemnification. DISTRICT shall indemnify, defend, protect and hold harmless CITY and its council, officers, agents, and employees (collectively, the "**CITY Parties**") from and against any and all Claims incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time DISTRICT is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any claims to the extent resulting from the negligence or willful misconduct of CITY or the CITY Parties and not insured (or required to be insured) by DISTRICT under this Agreement.

If 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. Notwithstanding anything herein to the contrary, in no event shall the parties be liable to each other for any consequential damages sustained by the other party.

## 21. INSURANCE

On an annual basis, and prior to the commencement of any use under this Agreement, CITY shall provide and keep in force insurance that meets the standards per EXHIBIT D. Such insurance to remain in full force and effect throughout the Term and until all outstanding issues arising from this Agreement have been finally resolved. The Commercial General Liability Policy, Abuse coverage and the Commercial Automobile Policy must contain an Additional Insured Endorsement wording of:

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
& THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017**

CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements in EXHIBIT D; provided, that CITY shall deliver to DISTRICT a statement of its self-insurance that is acceptable to

DISTRICT before commencement of any use. DISTRICT shall have the right to review and adjust insurance requirements and CITY agrees to provide to DISTRICT acceptable evidence of satisfaction of insurance requirements within ten (10) business days of DISTRICT's notice to CITY. Notwithstanding the foregoing, if CITY is unable to satisfy the insurance requirements set forth in EXHIBIT D, as such requirements may be amended, CITY shall notify DISTRICT immediately and its plan to satisfy the insurance requirements, and, upon delivery of written notice to CITY, DISTRICT may immediately terminate CITY's use until such insurance requirements are satisfied and/or may immediately terminate this Agreement.

## 22. EXHIBITS

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

|           |   |
|-----------|---|
| EXHIBIT A | Site Plan   |
| EXHIBIT B | Description of Use for Each Feature or Facility<br>Constituting the Recreational Facilities |
| EXHIBIT C | Special Terms, Conditions and/or Covenants  |
| EXHIBIT D | Insurance   |

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, and this Agreement shall be effective as of the last date set forth below.

**THE CITY OF LOS ANGELES,**  
a municipal corporation, acting by and through  
its BOARD OF RECREATION AND PARK  
COMMISSIONERS

**LOS ANGELES UNIFIED SCHOOL  
DISTRICT,**  
a school district duly formed and existing  
under the laws of the State of California

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM AND  
LEGALITY**

HYDEE FELDSTEIN-SOTO,  
City Attorney

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

**ATTESTED:**

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Takisha Sardin, Board Secretary

**EXHIBIT “A”**

**Site Plan – Campus**

CAFM SITE ID - 13571  
MARSHALL SH  
(8750)



 RECREATIONAL FACILITIES



ASSET MANAGEMENT BRANCH  
FACILITIES PLANS & RECORDS UNIT  
333 S. BEAUDRY AVENUE, 23rd FLR, LOS ANGELES, CA 90017

PLOT PLAN

MARSHALL HIGH SCHOOL  
3939 TRACY ST  
LOS ANGELES CA., 90027

|                      |           |
|----------------------|-----------|
| LEGEND               |           |
| CENTER LINE          | ---       |
| PROPERTY LINE        | ---       |
| FENCE LINE           | ---       |
| RAILING OR SCREEN    | ---       |
| CHANGE IN GRADE      | ---       |
| ASPHALT CONCRETE     | A.C.      |
| CEMENT CONCRETE      | C.C.      |
| PLANTING AREA        | P.A.      |
| TREE AREA            | □ OR T.A. |
| DECOMPOSED GRANITE   | D.G.      |
| GAS METER            | G.M.      |
| WATER METER          | W.M.      |
| FLAGPOLE             | F.P.      |
| AREAWAY              | A.W.      |
| STUDENT BODY OWNED   | S.B.O.    |
| FIELD LIGHT STANDARD | ⊕         |
| SANDBOX              | S.B.      |



SCALE: NTS

|                    |           |
|--------------------|-----------|
| DRAWN BY<br>LP     | INDEX NO. |
| DATE<br>02-20-2025 | 1 / 1     |

## **EXHIBIT “B”**

### **Description of Use for Each Feature or Facility Constituting the Recreational Facilities**

CITY ‘s ability to program, staff and supervise the recreational activities at the proposed John Marshall High School site is limited to the days and times, as follows:

Use of the Football Field, Parking Lot and Shared Restrooms for \_\_ Sundays per year and \_\_ Saturdays per year, between the hours of 8:00 a.m. and 10 p.m. (specific dates to be prearranged annually)

All other public hours shall be made available via Civic Center Permit and/or license and other agreements to appropriate any eligible person(s), community organizations and groups in accordance with DISTRICT policy and procedures.

In the event CITY receives additional funds for staff and programming during the term of this Agreement, CITY reserves the right to request additional hours under CITY jurisdiction pursuant to this Agreement up to the hours described in Part I.B of this Agreement.

If CITY is unable, for whatever reason, to adequately staff and/or supervise the Recreational Facilities during the hours reserved above, it is understood that DISTRICT will make those times available for public use via Civic Center Permit and/or license and other agreements in accordance with DISTRICT policy and procedures.

Reviewed by CITY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed by DISTRICT:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT “C”**

### **Special Terms, Conditions and/or Covenants**

C.1 CEQA. The parties to this Agreement recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act (“CEQA”) and that one or both of the parties must perform, complete and certify the adequacy of environmental review in accordance with CEQA. DISTRICT shall be responsible for complying with all requirements of CEQA because the activities are taking place on or affecting the School. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition or disapprove the activities set forth in this Agreement. Nothing in this Agreement shall limit or hinder the parties’ exercise of their independent judgment and discretion with respect to these activities. In particular, the parties’ obligations under this Agreement are subject to, and shall not arise until after, completion of the CEQA process and Proposition K grant approval by the Los Angeles City Council.

C2. Parking Lot. DISTRICT discloses that the Parking Lot adjacent to the Football Field may not be available for use by the CITY. If available, CITY’s use of the Parking Lot is non-exclusive and on a first-come, first-use basis but because there are often other school activities occurring on campus there may be insufficient parking. The DISTRICT is evaluating options.

## EXHIBIT “D”

### Insurance Requirements

1. **Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements described in this Exhibit.

(a) **General Insurance – CITY Requirements:** Without limiting CITY’s indemnification of DISTRICT, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **Exhibit “D”**. These minimum insurance coverage terms, types, and limits (the “**Required Insurance**”) also are in addition to and separate from any other contractual obligation imposed upon CITY pursuant to this Agreement. DISTRICT in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement.

(b) **Evidence of Coverage and Notice to DISTRICT:** Certificate(s) of insurance coverage (Certificate) satisfactory to DISTRICT, and a copy of an Additional Insured endorsement confirming the DISTRICT Parties have been given Insured status under the CITY’s General Liability policy, shall be delivered to DISTRICT at the address shown below and provided prior to commencing services under this Agreement.

i. Renewal Certificates shall be provided to DISTRICT not less than ten (10) days prior to CITY’s policy expiration dates. DISTRICT reserves the right to obtain complete, certified copies of the CITY insurance policies at any time.

ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, if any, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match CITY’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any DISTRICT required endorsement forms.

iii. Neither the DISTRICT’s failure to obtain, nor the DISTRICT’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Unified School District  
Attention: Director of Real Estate and Business Development  
333. S. Beaudry Avenue, 1st Floor  
Los Angeles, CA 90017



iv. CITY also shall promptly report to DISTRICT any injury or property damage accident or incident, including any injury to a CITY employee occurring on DISTRICT property, including the School, and any loss, disappearance, destruction, misuse, or theft of DISTRICT property, monies or securities entrusted to CITY. CITY also shall promptly notify DISTRICT of any third-party claim or suit filed against CITY Parties, as defined below, which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against CITY and/or DISTRICT.

(d) **Cancellation of or Changes in Insurance.** CITY shall provide DISTRICT with, or CITY's insurance policies shall contain a provision that DISTRICT shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to DISTRICT at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the DISTRICT, upon which the DISTRICT may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which DISTRICT immediately may suspend or terminate this Agreement. DISTRICT, at its sole discretion, may obtain damages from CITY resulting from said breach. Alternatively, the DISTRICT may purchase the Required Insurance, and without further notice to CITY, pursue reimbursement from CITY.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the DISTRICT with A.M. Best ratings of not less than A:VII unless otherwise approved by DISTRICT.

(g) **CITY's Insurance Shall Be Primary.** CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY. Any DISTRICT maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, CITY hereby waives its and its insurer(s)' rights of recovery against DISTRICT under all the Required Insurance for any loss arising from or related to this Agreement. CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(i) **CITY Parties' Insurance Coverage Requirements.** CITY shall include the CITY Parties as insureds under CITY's own policies.

(j) **Deductibles and Self-Insured Retentions ("SIRs").** CITY's policies shall not obligate the DISTRICT to pay any portion of any CITY deductible or SIR. The DISTRICT retains the right to require CITY to reduce or eliminate policy deductibles and SIRs as respects the DISTRICT, or to provide a bond guaranteeing CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** DISTRICT may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (“ISO”) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **DISTRICT Review and Approval of Insurance Requirements.** The DISTRICT reserves the right to review and adjust the Required Insurance provisions conditioned upon DISTRICT’s determination of changes in risk exposures.

## **2. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS**

(a) **Commercial General Liability** insurance, naming DISTRICT and DISTRICT Parties as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the CITY’s activities on the DISTRICT CAMPUSES. The higher limits apply if the CITY engages in both types of activities listed below.

Limits required when CITY uses the School, as per the terms of the Agreement:

|  |             |
|--|-------------|
| Per Occurrence Limit                       | \$5 million |
| Personal and Advertising Injury:           | \$1 million |
| General Aggregate Limit:                   | \$5 million |
| Products & Completed Operations Aggregate: | \$5 million |
| Fire Damage (Any one fire)                 | \$50,000    |
| Medical Payments (Any one person)          | \$5,000     |

(b) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CITY’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(c) **Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If CITY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (“PEO”), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the DISTRICT as the Alternate Employer, and the endorsement form shall be modified to provide that DISTRICT will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CITY’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

(d) **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual

misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(e) **Property Coverage:** CITY given exclusive use of DISTRICT owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The DISTRICT and DISTRICT Parties shall be named as an Additional Insured and Loss Payee on CITY's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**JOINT USE AGREEMENT  
BETWEEN**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**AND**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**FOR THE JOINT USE OF A PORTION OF THAT SCHOOL KNOWN AS  
EAGLE ROCK HIGH SCHOOL**

This **JOINT USE AGREEMENT** (this “**Agreement**”) is made and entered into by and between **THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as “**CITY**,” and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California, hereinafter identified as “**DISTRICT**.”

**W I T N E S S E T H:**

WHEREAS, DISTRICT has an existing school known as Eagle Rock High School located at 1750 Yosemite Dr, Los Angeles, CA 90041 (the “**School**”), with Recreational Facilities as depicted on the site plan attached hereto and incorporated herein as EXHIBIT A (“**Site Plan**”)

WHEREAS, DISTRICT intends to build certain improvements at the School, as set forth in that certain agreement for the grant of funds under Proposition K to DISTRICT (“**Proposition K Grant Agreement**”), on real property owned by DISTRICT as depicted on the Site Plan (“**District Property**”);

WHEREAS, Proposition K grant funds require DISTRICT to provide to CITY certain right to use the Recreational Facilities for public programming purposes, subject to DISTRICT’s use for the school;

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

WHEREAS, this Agreement is intended to set forth the parties’ understanding as to the joint or shared use of the Recreational Facilities 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 I: BASIC JOINT USE INFORMATION**

- A. The term “**Recreational Facilities**” 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 described in EXHIBIT A:

|   |   |
|---|---|
| <b>“Recreational Facilities”</b> shall mean the following facilities at the School which are the subject of this Agreement: | Use of the Recreational Facilities:   |
| 1. Football Field, and  | 1. The Football Field will be made available for public use, with appropriate supervision by CITY, during non-school hours and at times when school activities are not scheduled. |

|   |  |
|---|--|
| <p>2. Parking Lot, if available, as identified by LAUSD on EXHIBIT A, and</p> | <p>2. Parking Lot: CITY and/or CITY Participants, as defined below, shall use this facility for the parking of automobiles on a non-exclusive first-come, first-served basis. Commercial vehicles, RVs and other large or heavy vehicles (regardless of whether such vehicles are for personal use) are not permitted. LAUSD shall have the right to revise the list of vehicles that are not permitted in the Parking Lot. Subject to supervision for safety, the Parking Lot may be used for vehicular and pedestrian ingress and egress to and from the adjoining street(s). The Parking Lot shall not be used for the sale and/or trade of automobiles in whole or in part, the maintenance or repair of automobiles, or the exhibition of automobiles. CITY shall not charge a fee or accept donations or other consideration to park in or use the Parking Lot, and CITY shall not allow any other person or entity to do so. Any other use of the Parking Lot by CITY and/or CITY Participants, as defined below, shall require the consent of LAUSD.</p> |
| <p>3. Shared Restrooms, as identified by LAUSD on <u>EXHIBIT A</u>.</p>       | <p>3. Shared Restrooms: CITY and/or CITY Participants, as defined below, shall use this facility for its commonly recognized intended purpose.</p>   |

B. There shall be two (2) recognized categories of use periods for the Recreational Facilities: (i) District's Use Period and (ii) City's Use Period as follows:

|                               |   |
|-------------------------------|---|
| <p>District's Use Period:</p> | <p>6:00 a.m. to 6:00 p.m., Monday through Friday, when the School, as defined below, is in session during "Regular School Days"</p> <p><b>"Regular School Days"</b> are those days on which School is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year, including summer session, should it be offered at the School during the Term of the Agreement.</p> |
|-------------------------------|---|

|   |  |
|---|--|
| <p>City's Use Period:</p> <p>When the School is in session during Regular School Days:</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>6:00 p.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 10:00 p.m. Saturdays and Sundays; provided that CITY has established, on an annual basis, a CITY use or program during its Use Period, which has been memorialized and agreed to by DISTRICT no later than, July 31<sup>st</sup>, of the calendar year. CITY may elect to use less time or the Use Period may be modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement</p> <p>8:00 a.m. to 10:00 p.m. every day of the week, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement.</p> |
|---|--|

- C. The parties have designated the following individuals as the primary points of contact for this Agreement:

LASUD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II: GENERAL PROVISIONS

### 1. TERM

The term of this Agreement ("**Term**") shall commence on the date of the full execution of this Agreement ("**Commencement Date**") and shall expire on the seventh (7<sup>th</sup>) anniversary of the Commencement Date. Upon expiration of the Term, CITY and DISTRICT shall have no further rights or obligations under this Agreement and CITY shall have no further rights to use the Recreational Facilities.

### 2. USE OF THE RECREATIONAL FACILITIES

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facilities shall be open for use as set forth in Part I above and in this Agreement. CITY and DISTRICT may mutually agree upon any changes to the use periods so long as such change is memorialized in a written instrument executed by each party.

CITY acknowledges that DISTRICT is operating a school, and CITY agrees that school use and

activities shall take priority regardless of CITY's Use Period. There will be occasions when DISTRICT will require the use of all or a part of the Recreational Facilities for events, including but not limited to, sports competitions, back-to-school nights, student performances, parent-teacher conferences, and other events. Prior to the commencement of each school semester or trimester, DISTRICT shall provide CITY with a list of events that will occur in the coming semester or trimester during City's Use Period. DISTRICT, in good faith, agrees to use reasonable effort to schedule an event to occur during District's Use Period. In the event DISTRICT would like to use the Recreational Facilities for a previously 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, subject to DISTRICT providing CITY with thirty (30) days advance written notice to allow CITY to cancel any use of the Recreational Facilities that may be scheduled to occur.

After establishing its program or use on an annual basis, CITY may relinquish all or a portion of its right to use the Recreational Facilities by notifying DISTRICT, and upon receipt, DISTRICT shall make such dates and times available for use under the Civic Center Act or through DISTRICT's license program; provided, that CITY may recapture such dates and times of use by providing DISTRICT with a minimum of thirty (30) days' notice to allow DISTRICT to cancel any use that may be scheduled to occur.

(b) Use of the Recreational Facilities. CITY and DISTRICT agree that the Recreational Facilities shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above.

(c) Staffing. CITY and DISTRICT agree that responsibility to provide staff to supervise the use of the Recreational Facilities shall be as follows:

(1) District's Use Period. DISTRICT, at its sole cost and expense, shall staff and provide program personnel during its use period.

(2) City's Use Period. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facilities during the City's Use Period for any recreational program CITY offers. CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facilities if CITY will not be exercising its priority to use the Recreational Facilities for itself.

(d) Securing the Recreational Facilities. If DISTRICT is the last user of the Recreational Facilities or CITY has notified DISTRICT that it will not be using the Recreational Facilities during City's Use Period on an identified day or days, DISTRICT shall lock and secure the Recreational Facilities, including any gates for the Parking Lot at the end of City's Use Period.

(e) Clean and Sanitary Condition. At the end of District's Use Period, DISTRICT shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for CITY's use. At the end of City's Use Period, CITY shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for DISTRICT's use.



(f) CEQA. The parties recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act ("CEQA"). CITY shall notify DISTRICT of the use it proposes for the Recreational Facilities. DISTRICT shall notify CITY if it determines CEQA applies to CITY's proposed use, and CITY may pursue its proposed use or may change its proposed use. If CITY elects to pursue the use(s) that require CEQA compliance, CITY shall pay to DISTRICT one-half of the costs incurred by DISTRICT in complying with CEQA. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition, or disapprove the proposed activities. Nothing in this Agreement shall limit each party's exercise of its independent judgment and discretion. The rights and obligations under this Agreement are subject to applicable laws and such rights and obligations shall not arise until after satisfaction of the Proposition K grant approval by the Los Angeles City Council, CEQA, if applicable, and other applicable laws.

(g) Hazardous Substances. The parties shall use the Recreational Facilities 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.

### 3. RESTROOM FACILITIES

During the City's Use Period, CITY shall have access to the restroom facilities identified by DISTRICT ("**Shared Restrooms**") upon the commencement of this Agreement. CITY shall reimburse DISTRICT for any supplies used for the Shared Restrooms during CITY's use. During the District's Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the restrooms available for CITY's use by providing thirty (30) days' written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms. Supply costs shall be included in the Maintenance Estimate, as defined below, and in the quarterly invoices, as described below.

### 4. MAINTENANCE

DISTRICT may apply annually for Proposition K maintenance funds, through the City's process, to help defray maintenance costs. DISTRICT shall provide general maintenance of the Recreational Facilities as may be required in the Proposition K Grant Agreement. CITY agrees to contribute towards the costs and expenses incurred for the maintenance of the Recreational Facilities above and beyond the general maintenance disclosed herein and as may be required in the Proposition K Grant Agreement. Notwithstanding the foregoing, DISTRICT's responsibility to perform shall not be construed as an assumption of all costs and expenses and CITY shall pay its proportionate share of such costs and expenses based upon a ratio calculated on the hours of use by the Parties.

On an annual basis, no later than June 30<sup>th</sup> of every year, DISTRICT shall provide to the CITY the estimate for the cost of the CITY's proportionate share of the general maintenance, as described

below, for the Recreational Facilities, based on the CITY's use schedule ("**Maintenance Estimate**"). Thereafter, DISTRICT shall invoice the CITY on a quarterly basis for the actual costs of CITY's use. CITY shall remit payment within 90 days of its receipt of an invoice from the DISTRICT.

Only DISTRICT may perform operations and maintenance services to the Recreational Facilities. CITY shall not perform operations and maintenance services to the Recreational Facilities.

(a) General Maintenance. DISTRICT's general maintenance of the Recreational Facilities, including the Parking Lot, shall be limited to the following:

(i) Provision of custodial/janitorial services and supplies as such services would normally be provided for the School through the School's custodial staff.

(ii) Perform maintenance activities (such as, but not limited to, regular turf management and pesticide treatment) that normally occurs throughout the year in accordance with DISTRICT's policies.

(b) Other Maintenance. DISTRICT shall exercise reasonable efforts to schedule and complete all other maintenance work (such as, but not limited to, re-seeding, reconditioning, painting, if applicable, and other work) so as to minimize any disruption to CITY's use of the Recreational Facilities. Such other maintenance work will be scheduled after consultation with CITY; provided, that CITY agrees it shall not have the right to require DISTRICT to schedule such other maintenance to accommodate CITY.

(c) Increased Costs. CITY and DISTRICT acknowledge that use of the Recreational Facilities for some sports, including but not limited to, soccer, football and other sports and activities requiring an open area is desired by the community, but such uses can cause additional maintenance, repair and replacement costs in terms of material, labor and administrative oversight. If DISTRICT determines that the general condition of the Recreational Facilities is deteriorating faster than previously experienced reasonable wear and tear or is requiring additional maintenance, repair, replacement or improvement work than previously experienced, CITY agrees to contribute towards the additional maintenance, repair and replacement costs based upon a ratio calculated on the dates and hours of use by the parties.

## 5. DAMAGE AND DESTRUCTION

Damage or destruction of any improvements constructed with Proposition K funds shall be first and foremost, subject to the terms and conditions in the Proposition K Grant Agreement. In the absence of terms and conditions in the Proposition K Grant Agreement pertaining to the damage or destruction of improvements constructed with Proposition K funds or so long as there is no conflict, the following subparagraphs shall apply:

(a) District Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards.

(b) City Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards, and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement within ninety (90) days of CITY's receipt of DISTRICT's invoice.

## 6. UTILITIES

CITY acknowledges that the School is an existing, operating facility and there are no separate meters for utilities such as, but not limited to, electricity, water and sewer. CITY agrees to contribute toward the increased utility cost based upon a ratio calculated on the hours of use and frequency of use by the parties. The cost for utilities shall be included in the Maintenance Estimate and quarterly invoice for actual costs. CITY shall have the right to inspect the past invoices for each utility as sent by the provider to DISTRICT.

## 7. CALIFORNIA CODE

The provisions of this Agreement 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 Facilities, 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 Agreement or any damage or destruction to all or any part of the Recreational Facilities.

## 8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the School and/or the underlying real property for said School, nothing in this Agreement is intended to give CITY any rights to use the facilities and real property of the School, as may be depicted on the Site Plan, which are not identified as part of the Recreational Facilities.

## 9. CONSIDERATION

CITY acknowledges that the consideration provided by DISTRICT for this Agreement is DISTRICT's construction of the Recreational Facilities or improvements thereto in accordance with the Proposition K Grant Agreement and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by DISTRICT. DISTRICT acknowledges that the consideration provided by the CITY for this Agreement are the funds awarded under Proposition K and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by CITY.

No rent for the use of any of the Recreational Facilities 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 Agreement 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 Facilities at the times and for the purposes DISTRICT is permitted to use the same under this Agreement. 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 Facilities during District's Use Period on terms and conditions consistent with this Agreement. The organizations to which DISTRICT grants a permit to use the Recreational Facilities 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 Agreement. 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 Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement. No District Permittee shall be considered a third-party beneficiary of this Agreement, and

(b) CITY shall be permitted to use the Recreational Facilities for recreational programs sponsored and operated by CITY ("City Programs"), and the public may use the Recreational Facilities while enrolled in said City Programs. CITY shall not issue any permits allowing the use of the Recreational Facilities or otherwise license, sublet or assign its use under this Agreement when not enrolled in a City Programs. CITY shall remain responsible and liable for its City Programs and any person or entity (including, but not limited to, teams and clubs that are not formed as legal entities) participating in its City Programs (collectively referred to herein as the "**City Participants**"). CITY, in its discretion, may require such City Participants to execute an instrument for use under City's Use Period and such are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Agreement. 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 Participant is not using the Recreational Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Participant to comply with the terms and conditions of this Agreement to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Participant. Further, CITY shall inform the City Participants and those persons using the Recreational Facilities 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. No City Participant shall be considered a third-party beneficiary of this Agreement.

## 11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Agreement 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 Agreement by the non-observing party. In the event of any default and breach by either party under this Agreement, 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. In light of the substantial consideration that both parties are investing in the development of the Project, the parties hereto agree that remedies for default and breach of this Agreement shall be those set forth in the Proposition K Grant Agreement and that a default and breach of this Agreement shall constitute a default and breach of the Proposition K Grant Agreement. Likewise, a default and breach of the Proposition K Grant Agreement shall constitute a default and breach of this Agreement.

## 12. NOTICES

Notices shall be in writing and e-mail shall satisfy the requirement of written notice. Any party delivering notice or requesting information from the other shall send such notice or request to the other party as follows:

DISTRICT: Real Estate and Business Development Dept.  
Los Angeles Unified School District  
333 So. Beaudry Ave., 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Borison, Interim Director of Real Estate and Business Development  
Phone: (213) 241-6124  
Email: mark.borison@lausd.net

With a copy to: Office of General Counsel, Facilities Services Team  
Los Angeles Unified School District  
333 South Beaudry Avenue, 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Miller  
Phone: (213) 241-4968  
Email: mark.miller@lausd.net

CITY: General Manager, City of Los Angeles  
Department of Recreation and Parks  
221 N. Figueroa St., Room 350  
Los Angeles, CA 90012  
Attn: Government Liaison  
Phone: (213) 202-2633

With a copy to: General Counsel Division  
Los Angeles City Attorney's Office  
200 N. Main St., 700 City Hall East, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: Proposition K-L.A. for Kids Program

13. 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 required by law.

14. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement; provided, however that CITY and DISTRICT agree that this Agreement shall be construed together with the Proposition K Grant Agreement. This Agreement, the exhibits and schedules attached hereto, the Proposition K Grant Agreement, and any side letter or separate agreement executed by DISTRICT and CITY in connection with this Agreement and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the use and occupancy of the Recreational Facilities 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 Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, 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.

16. 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.

17. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, this Agreement shall automatically terminate, and the parties shall negotiate and mutually agree on a new contract.

18. 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 Agreement (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 Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement 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 Agreement, and to consummate the transaction herein contemplated:

(iii) that all actions to be taken by or on behalf of 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

(iv) that this Agreement is a valid and binding obligation of 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.

## 19. SPECIAL TERMS, CONDITIONS AND COVENANTS

The parties hereto agree that any special terms, conditions and/or covenants that shall supersede any provision contained in this Agreement shall be described in EXHIBIT C. After the mutual execution of this Agreement, any amendment, modification or alteration of the parties' understanding as contained in this Agreement shall be made pursuant to a written instrument signed by the parties in accordance

with Paragraph 14 above.

## 20. INDEMNIFICATION

(a) CITY's Indemnification. CITY shall indemnify, defend, protect and hold harmless DISTRICT and its board of education, officers, agents, and employees (collectively, the "**DISTRICT Parties**") from and against any and all loss, cost, damage, expense, claims and liability, including, without limitation, court costs and reasonable attorneys' fees (collectively "**Claims**"), incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time that CITY is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any Claims to the extent resulting from the negligence or willful misconduct of DISTRICT or the DISTRICT Parties and not insured (or required to be insured) by CITY under this Agreement.

(b) DISTRICT's Indemnification. DISTRICT shall indemnify, defend, protect and hold harmless CITY and its council, officers, agents, and employees (collectively, the "**CITY Parties**") from and against any and all Claims incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time DISTRICT is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any claims to the extent resulting from the negligence or willful misconduct of CITY or the CITY Parties and not insured (or required to be insured) by DISTRICT under this Agreement.

If 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. Notwithstanding anything herein to the contrary, in no event shall the parties be liable to each other for any consequential damages sustained by the other party.

## 21. INSURANCE

On an annual basis, and prior to the commencement of any use under this Agreement, CITY shall provide and keep in force insurance that meets the standards per EXHIBIT D. Such insurance to remain in full force and effect throughout the Term and until all outstanding issues arising from this Agreement have been finally resolved. The Commercial General Liability Policy, Abuse coverage and the Commercial Automobile Policy must contain an Additional Insured Endorsement wording of:

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
& THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017**

CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements in EXHIBIT D; provided, that CITY shall deliver to DISTRICT a statement of its self-insurance that is acceptable to



DISTRICT before commencement of any use. DISTRICT shall have the right to review and adjust insurance requirements and CITY agrees to provide to DISTRICT acceptable evidence of satisfaction of insurance requirements within ten (10) business days of DISTRICT's notice to CITY. Notwithstanding the foregoing, if CITY is unable to satisfy the insurance requirements set forth in EXHIBIT D, as such requirements may be amended, CITY shall notify DISTRICT immediately and its plan to satisfy the insurance requirements, and, upon delivery of written notice to CITY, DISTRICT may immediately terminate CITY's use until such insurance requirements are satisfied and/or may immediately terminate this Agreement.

## 22. EXHIBITS

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

|           |   |
|-----------|---|
| EXHIBIT A | Site Plan   |
| EXHIBIT B | Description of Use for Each Feature or Facility<br>Constituting the Recreational Facilities |
| EXHIBIT C | Special Terms, Conditions and/or Covenants  |
| EXHIBIT D | Insurance   |

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, and this Agreement shall be effective as of the last date set forth below.

**THE CITY OF LOS ANGELES,**  
a municipal corporation, acting by and through  
its BOARD OF RECREATION AND PARK  
COMMISSIONERS

**LOS ANGELES UNIFIED SCHOOL  
DISTRICT,**  
a school district duly formed and existing  
under the laws of the State of California

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM AND  
LEGALITY**

HYDEE FELDSTEIN-SOTO,  
City Attorney

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

**ATTESTED:**

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Takisha Sardin, Board Secretary

**EXHIBIT “A”**

**Site Plan – Campus**

CAFM SITE ID - 13553  
EAGLE ROCK HS  
(8614)



ASSET MANAGEMENT BRANCH  
FACILITIES PLANS & RECORDS UNIT  
333 S. BEAUDRY AVENUE, 23rd FLR, LOS ANGELES, CA 90017

PLOT PLAN

EAGLE ROCK HS  
1750 YOSEMITE DR.  
LOS ANGELES, CA 90041

|                      |           |
|----------------------|-----------|
| LEGEND               |           |
| CENTER LINE          | ---       |
| PROPERTY LINE        | ---       |
| FENCE LINE           | ---       |
| RAILING OR SCREEN    | ---       |
| CHANGE IN GRADE      | ---       |
| ASPHALT CONCRETE     | A.C.      |
| CEMENT CONCRETE      | C.C.      |
| PLANTING AREA        | P.A.      |
| TREE AREA            | □ OR T.A. |
| DECOMPOSED GRANITE   | D.G.      |
| GAS METER            | G.M.      |
| WATER METER          | W.M.      |
| FLAGPOLE             | F.P.      |
| AREAWAY              | A.W.      |
| STUDENT BODY OWNED   | S.B.O.    |
| FIELD LIGHT STANDARD | ⊕         |
| SANDBOX              | S.B.      |



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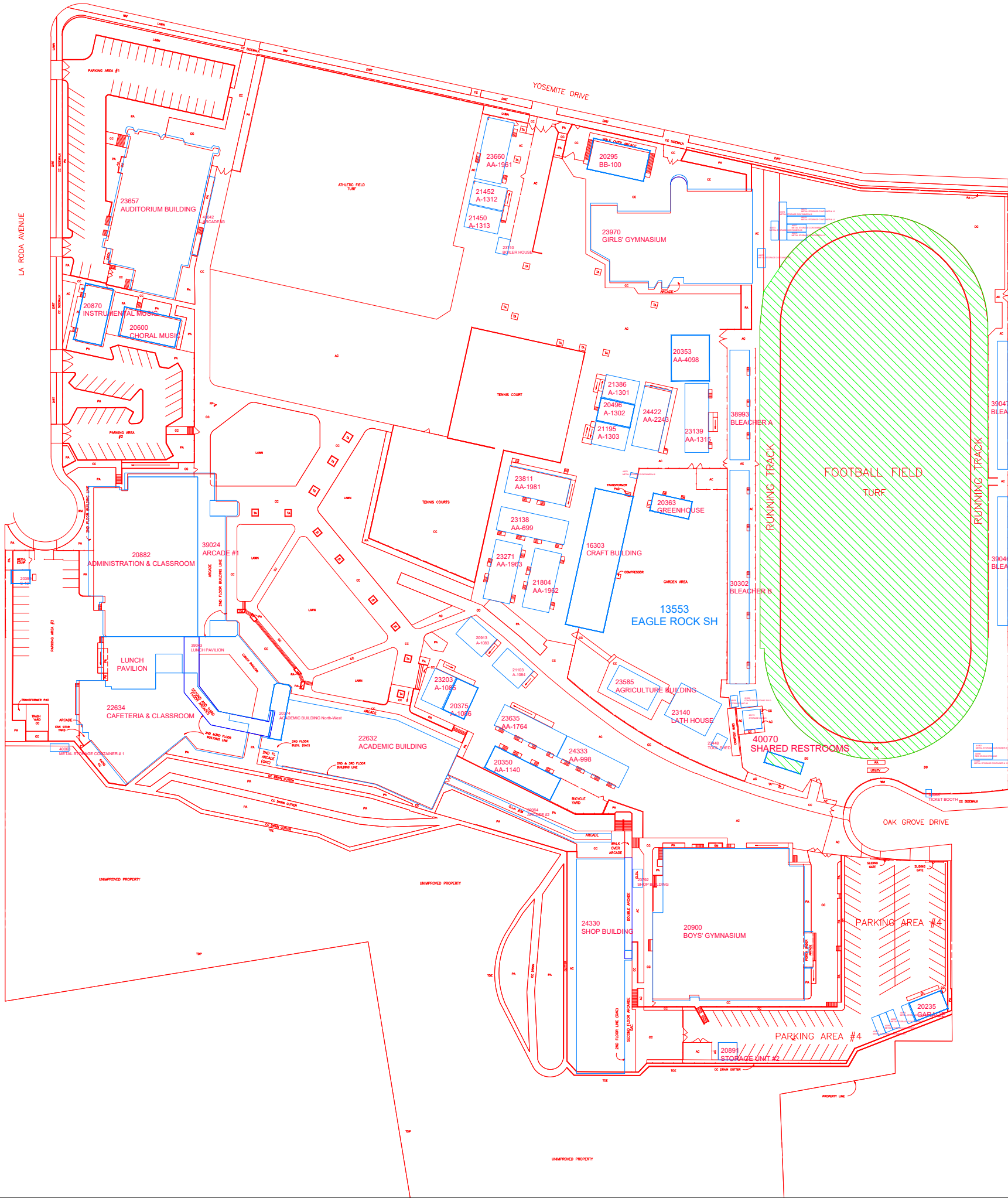
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INDEX NO.

DATE

02-20-2025

1/1



RECREATIONAL FACILITIES

## **EXHIBIT “B”**

### **Description of Use for Each Feature or Facility Constituting the Recreational Facilities**

CITY’s ability to program, staff and supervise the recreational activities at the proposed Eagle Rock High School site is limited to the days and times, as follows:

Use of the Football Field, Parking Lot and Shared Restrooms for \_\_ Sundays per year and \_\_ Saturdays per year, between the hours of 8:00 a.m. and 10 p.m. (specific dates to be prearranged annually)

All other public hours shall be made available via Civic Center Permit and/or license and other agreements to appropriate any eligible person(s), community organizations and groups in accordance with DISTRICT policy and procedures.

In the event CITY receives additional funds for staff and programming during the term of this Agreement, CITY reserves the right to request additional hours under CITY jurisdiction pursuant to this Agreement up to the hours described in Part I.B of this Agreement.

If CITY is unable, for whatever reason, to adequately staff and/or supervise the Recreational Facilities during the hours reserved above, it is understood that DISTRICT will make those times available for public use via Civic Center Permit and/or license and other agreements in accordance with DISTRICT policy and procedures.

Reviewed by CITY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed by DISTRICT:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT “C”**

### **Special Terms, Conditions and/or Covenants**

C.1 CEQA. The parties to this Agreement recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act (“CEQA”) and that one or both of the parties must perform, complete and certify the adequacy of environmental review in accordance with CEQA. DISTRICT shall be responsible for complying with all requirements of CEQA because the activities are taking place on or affecting the School. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition or disapprove the activities set forth in this Agreement. Nothing in this Agreement shall limit or hinder the parties’ exercise of their independent judgment and discretion with respect to these activities. In particular, the parties’ obligations under this Agreement are subject to, and shall not arise until after, completion of the CEQA process and Proposition K grant approval by the Los Angeles City Council.

C2. Parking Lot. DISTRICT discloses that the Parking Lot adjacent to the Football Field may not be available for use by the CITY. If available, CITY’s use of the Parking Lot is non-exclusive and on a first-come, first-use basis but because there are often other school activities occurring on campus there may be insufficient parking. The DISTRICT is evaluating options.

## EXHIBIT “D”

### Insurance Requirements

1. **Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements described in this Exhibit.

(a) **General Insurance – CITY Requirements:** Without limiting CITY’s indemnification of DISTRICT, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **Exhibit “D”**. These minimum insurance coverage terms, types, and limits (the “**Required Insurance**”) also are in addition to and separate from any other contractual obligation imposed upon CITY pursuant to this Agreement. DISTRICT in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement.

(b) **Evidence of Coverage and Notice to DISTRICT:** Certificate(s) of insurance coverage (Certificate) satisfactory to DISTRICT, and a copy of an Additional Insured endorsement confirming the DISTRICT Parties have been given Insured status under the CITY’s General Liability policy, shall be delivered to DISTRICT at the address shown below and provided prior to commencing services under this Agreement.

i. Renewal Certificates shall be provided to DISTRICT not less than ten (10) days prior to CITY’s policy expiration dates. DISTRICT reserves the right to obtain complete, certified copies of the CITY insurance policies at any time.

ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, if any, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match CITY’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any DISTRICT required endorsement forms.

iii. Neither the DISTRICT’s failure to obtain, nor the DISTRICT’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Unified School District  
Attention: Director of Real Estate and Business Development  
333. S. Beaudry Avenue, 1st Floor  
Los Angeles, CA 90017

iv. CITY also shall promptly report to DISTRICT any injury or property damage accident or incident, including any injury to a CITY employee occurring on DISTRICT property, including the School, and any loss, disappearance, destruction, misuse, or theft of DISTRICT property, monies or securities entrusted to CITY. CITY also shall promptly notify DISTRICT of any third-party claim or suit filed against CITY Parties, as defined below, which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against CITY and/or DISTRICT.

(d) **Cancellation of or Changes in Insurance.** CITY shall provide DISTRICT with, or CITY's insurance policies shall contain a provision that DISTRICT shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to DISTRICT at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the DISTRICT, upon which the DISTRICT may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which DISTRICT immediately may suspend or terminate this Agreement. DISTRICT, at its sole discretion, may obtain damages from CITY resulting from said breach. Alternatively, the DISTRICT may purchase the Required Insurance, and without further notice to CITY, pursue reimbursement from CITY.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the DISTRICT with A.M. Best ratings of not less than A:VII unless otherwise approved by DISTRICT.

(g) **CITY's Insurance Shall Be Primary.** CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY. Any DISTRICT maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, CITY hereby waives its and its insurer(s)' rights of recovery against DISTRICT under all the Required Insurance for any loss arising from or related to this Agreement. CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(i) **CITY Parties' Insurance Coverage Requirements.** CITY shall include the CITY Parties as insureds under CITY's own policies.

(j) **Deductibles and Self-Insured Retentions ("SIRs").** CITY's policies shall not obligate the DISTRICT to pay any portion of any CITY deductible or SIR. The DISTRICT retains the right to require CITY to reduce or eliminate policy deductibles and SIRs as respects the DISTRICT, or to provide a bond guaranteeing CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.



(l) **Application of Excess Liability Coverage.** DISTRICT may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (“ISO”) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **DISTRICT Review and Approval of Insurance Requirements.** The DISTRICT reserves the right to review and adjust the Required Insurance provisions conditioned upon DISTRICT’s determination of changes in risk exposures.

## **2. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS**

(a) **Commercial General Liability** insurance, naming DISTRICT and DISTRICT Parties as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the CITY’s activities on the DISTRICT CAMPUSES. The higher limits apply if the CITY engages in both types of activities listed below.

Limits required when CITY uses the School, as per the terms of the Agreement:

|  |             |
|--|-------------|
| Per Occurrence Limit                       | \$5 million |
| Personal and Advertising Injury:           | \$1 million |
| General Aggregate Limit:                   | \$5 million |
| Products & Completed Operations Aggregate: | \$5 million |
| Fire Damage (Any one fire)                 | \$50,000    |
| Medical Payments (Any one person)          | \$5,000     |

(b) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CITY’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(c) **Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If CITY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (“PEO”), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the DISTRICT as the Alternate Employer, and the endorsement form shall be modified to provide that DISTRICT will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CITY’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

(d) **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual

misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(e) **Property Coverage:** CITY given exclusive use of DISTRICT owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The DISTRICT and DISTRICT Parties shall be named as an Additional Insured and Loss Payee on CITY's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**JOINT USE AGREEMENT  
BETWEEN**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**AND**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**FOR THE JOINT USE OF A PORTION OF THAT SCHOOL KNOWN AS  
EDWARD R. ROYBALL LEARNINC CENTER**

This **JOINT USE AGREEMENT** (this “**Agreement**”) is made and entered into by and between **THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as “**CITY**,” and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California, hereinafter identified as “**DISTRICT**.”

**W I T N E S S E T H:**

WHEREAS, DISTRICT has an existing school known as Edward R. Roybal Learning Center located at 1200 Colton St., Los Angeles, CA 90026 (the “**School**”), with Recreational Facilities as depicted on the site plan attached hereto and incorporated herein as EXHIBIT A (“**Site Plan**”)

WHEREAS, DISTRICT intends to build certain improvements at the School, as set forth in that certain agreement for the grant of funds under Proposition K to DISTRICT (“**Proposition K Grant Agreement**”), on real property owned by DISTRICT as depicted on the Site Plan (“**District Property**”);

WHEREAS, Proposition K grant funds require DISTRICT to provide to CITY certain right to use the Recreational Facilities for public programming purposes, subject to DISTRICT’s use for the school;

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

WHEREAS, this Agreement is intended to set forth the parties’ understanding as to the joint or shared use of the Recreational Facilities 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 I: BASIC JOINT USE INFORMATION**

- A. The term “**Recreational Facilities**” 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 described in EXHIBIT A:

|   |   |
|---|---|
| <b>“Recreational Facilities”</b> shall mean the following facilities at the School which are the subject of this Agreement: | Use of the Recreational Facilities:   |
| 1. Soccer Field   | 1. The Soccer Field will be made available for public use, with appropriate supervision by CITY, during non-school hours and at times when school activities are not scheduled. |
| 2. Parking Lot, if available, as identified by DISTRICT   | 2. Parking Lot: CITY and/or CITY Participants, as defined below, shall use this   |

|   |   |
|---|---|
| <p>3. Shared Restrooms, as identified by DISTRICT</p> | <p>facility for the parking of automobiles on a non-exclusive first-come, first-served basis. Commercial vehicles, RVs and other large or heavy vehicles (regardless of whether such vehicles are for personal use) are not permitted. LAUSD shall have the right to revise the list of vehicles that are not permitted in the Parking Lot. Subject to supervision for safety, the Parking Lot may be used for vehicular and pedestrian ingress and egress to and from the adjoining street(s). The Parking Lot shall not be used for the sale and/or trade of automobiles in whole or in part, the maintenance or repair of automobiles, or the exhibition of automobiles. CITY shall not charge a fee or accept donations or other consideration to park in or use the Parking Lot, and CITY shall not allow any other person or entity to do so. Any other use of the Parking Lot by CITY and/or CITY Participants, as defined below, shall require the consent of LAUSD.</p> <p>3. Shared Restrooms: CITY and/or CITY Participants, as defined below, shall use this facility for its commonly recognized intended purpose.</p> |
|---|---|

- B. There shall be two (2) recognized categories of use periods for the Recreational Facilities: (i) District's Use Period and (ii) City's Use Period as follows:

|                               |   |
|-------------------------------|---|
| <p>District's Use Period:</p> | <p>6:00 a.m. to 6:00 p.m., Monday through Friday, when the School, as defined below, is in session during "Regular School Days"</p> <p><b>"Regular School Days"</b> are those days on which School is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year, including summer session, should it be offered at the School during the Term of the Agreement.</p> |
|-------------------------------|---|

|   |   |
|---|---|
| City's Use Period:  |   |
| When the School is in session during Regular School Days:   | 6:00 p.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 10:00 p.m. Saturdays and Sundays; provided that CITY has established, on an annual basis, a CITY use or program during its Use Period, which has been memorialized and agreed to by DISTRICT no later than, July 31 <sup>st</sup> , of the calendar year. CITY may elect to use less time or the Use Period may be modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement |
| When the School is not in session (closed for holidays recognized by DISTRICT, Winter and Spring Break and other intermissions between semesters or trimesters) | 8:00 a.m. to 10:00 p.m. every day of the week, except if the CITY elects to use less time or as modified by the DISTRICT pursuant to Paragraph 2(a) of this Agreement.  |

- C. The parties have designated the following individuals as the primary points of contact for this Agreement:

LASUD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II: GENERAL PROVISIONS

### 1. TERM

The term of this Agreement ("**Term**") shall commence on the date of the full execution of this Agreement ("**Commencement Date**") and shall expire on the seventh (7<sup>th</sup>) anniversary of the Commencement Date. Upon expiration of the Term, CITY and DISTRICT shall have no further rights or obligations under this Agreement and CITY shall have no further rights to use the Recreational Facilities.

### 2. USE OF THE RECREATIONAL FACILITIES

(a) Hours of Use. CITY and DISTRICT agree that the Recreational Facilities shall be open for use as set forth in Part I above and in this Agreement. CITY and DISTRICT may mutually agree upon any changes to the use periods so long as such change is memorialized in a written instrument executed by each party.

CITY acknowledges that DISTRICT is operating a school, and CITY agrees that school use and

activities shall take priority regardless of CITY's Use Period. There will be occasions when DISTRICT will require the use of all or a part of the Recreational Facilities for events, including but not limited to, sports competitions, back-to-school nights, student performances, parent-teacher conferences, and other events. Prior to the commencement of each school semester or trimester, DISTRICT shall provide CITY with a list of events that will occur in the coming semester or trimester during City's Use Period. DISTRICT, in good faith, agrees to use reasonable effort to schedule an event to occur during District's Use Period. In the event DISTRICT would like to use the Recreational Facilities for a previously 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, subject to DISTRICT providing CITY with thirty (30) days advance written notice to allow CITY to cancel any use of the Recreational Facilities that may be scheduled to occur.

After establishing its program or use on an annual basis, CITY may relinquish all or a portion of its right to use the Recreational Facilities by notifying DISTRICT, and upon receipt, DISTRICT shall make such dates and times available for use under the Civic Center Act or through DISTRICT's license program; provided, that CITY may recapture such dates and times of use by providing DISTRICT with a minimum of thirty (30) days' notice to allow DISTRICT to cancel any use that may be scheduled to occur.

(b) Use of the Recreational Facilities. CITY and DISTRICT agree that the Recreational Facilities shall be used in a manner consistent with its intended purposes and within the scope of use set forth in Part I above.

(c) Staffing. CITY and DISTRICT agree that responsibility to provide staff to supervise the use of the Recreational Facilities shall be as follows:

(1) District's Use Period. DISTRICT, at its sole cost and expense, shall staff and provide program personnel during its use period.

(2) City's Use Period. CITY, at its sole cost and expense, shall provide reasonable staffing and program personnel in its discretion for the intended use of the Recreational Facilities during the City's Use Period for any recreational program CITY offers. CITY shall not be required to provide reasonable staff and program personnel for the use of the Recreational Facilities if CITY will not be exercising its priority to use the Recreational Facilities for itself.

(d) Securing the Recreational Facilities. If DISTRICT is the last user of the Recreational Facilities or CITY has notified DISTRICT that it will not be using the Recreational Facilities during City's Use Period on an identified day or days, DISTRICT shall lock and secure the Recreational Facilities, including any gates for the Parking Lot at the end of City's Use Period.

(e) Clean and Sanitary Condition. At the end of District's Use Period, DISTRICT shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for CITY's use. At the end of City's Use Period, CITY shall visually inspect the Recreational Facilities and pick up trash and debris so that these areas are in a clean and sanitary condition for DISTRICT's use.

(f) CEQA. The parties recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act (“CEQA”). CITY shall notify DISTRICT of the use it proposes for the Recreational Facilities. DISTRICT shall notify CITY if it determines CEQA applies to CITY’s proposed use, and CITY may pursue its proposed use or may change its proposed use. If CITY elects to pursue the use(s) that require CEQA compliance, CITY shall pay to DISTRICT one-half of the costs incurred by DISTRICT in complying with CEQA. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition, or disapprove the proposed activities. Nothing in this Agreement shall limit each party’s exercise of its independent judgment and discretion. The rights and obligations under this Agreement are subject to applicable laws and such rights and obligations shall not arise until after satisfaction of the Proposition K grant approval by the Los Angeles City Council, CEQA, if applicable, and other applicable laws.

(g) Hazardous Substances. The parties shall use the Recreational Facilities 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.

### 3. RESTROOM FACILITIES

During the City’s Use Period, CITY shall have access to the restroom facilities identified by DISTRICT (“**Shared Restrooms**”) upon the commencement of this Agreement. CITY shall reimburse DISTRICT for any supplies used for the Shared Restrooms during CITY’s use. During the District’s Use Period, DISTRICT shall replenish any supplies used for the Shared Restrooms. DISTRICT may change the identification of the restrooms available for CITY’s use by providing thirty (30) days’ written notice to CITY in the event DISTRICT will repair, renovate or improve the Shared Restrooms. Supply costs shall be included in the Maintenance Estimate, as defined below, and in the quarterly invoices, as described below.

### 4. MAINTENANCE

DISTRICT may apply annually for Proposition K maintenance funds, through the City’s process, to help defray maintenance costs. DISTRICT shall provide general maintenance of the Recreational Facilities as may be required in the Proposition K Grant Agreement. CITY agrees to contribute towards the costs and expenses incurred for the maintenance of the Recreational Facilities above and beyond the general maintenance disclosed herein and as may be required in the Proposition K Grant Agreement. Notwithstanding the foregoing, DISTRICT’s responsibility to perform shall not be construed as an assumption of all costs and expenses and CITY shall pay its proportionate share of such costs and expenses based upon a ratio calculated on the hours of use by the Parties.

On an annual basis, no later than June 30<sup>th</sup> of every year, DISTRICT shall provide to the CITY the estimate for the cost of the CITY’s proportionate share of the general maintenance, as described



below, for the Recreational Facilities, based on the CITY's use schedule ("**Maintenance Estimate**"). Thereafter, DISTRICT shall invoice the CITY on a quarterly basis for the actual costs of CITY's use. CITY shall remit payment within 90 days of its receipt of an invoice from the DISTRICT.

Only DISTRICT may perform operations and maintenance services to the Recreational Facilities. CITY shall not perform operations and maintenance services to the Recreational Facilities.

(a) General Maintenance. DISTRICT's general maintenance of the Recreational Facilities, including the Parking Lot, shall be limited to the following:

(i) Provision of custodial/janitorial services and supplies as such services would normally be provided for the School through the School's custodial staff.

(ii) Perform maintenance activities (such as, but not limited to, regular turf management and pesticide treatment) that normally occurs throughout the year in accordance with DISTRICT's policies.

(b) Other Maintenance. DISTRICT shall exercise reasonable efforts to schedule and complete all other maintenance work (such as, but not limited to, re-seeding, reconditioning, painting, if applicable, and other work) so as to minimize any disruption to CITY's use of the Recreational Facilities. Such other maintenance work will be scheduled after consultation with CITY; provided, that CITY agrees it shall not have the right to require DISTRICT to schedule such other maintenance to accommodate CITY.

(c) Increased Costs. CITY and DISTRICT acknowledge that use of the Recreational Facilities for some sports, including but not limited to, soccer and other sports and activities requiring an open area is desired by the community, but such uses can cause additional maintenance, repair and replacement costs in terms of material, labor and administrative oversight. If DISTRICT determines that the general condition of the Recreational Facilities is deteriorating faster than previously experienced reasonable wear and tear or is requiring additional maintenance, repair, replacement or improvement work than previously experienced, CITY agrees to contribute towards the additional maintenance, repair and replacement costs based upon a ratio calculated on the dates and hours of use by the parties.

## 5. DAMAGE AND DESTRUCTION

Damage or destruction of any improvements constructed with Proposition K funds shall be first and foremost, subject to the terms and conditions in the Proposition K Grant Agreement. In the absence of terms and conditions in the Proposition K Grant Agreement pertaining to the damage or destruction of improvements constructed with Proposition K funds or so long as there is no conflict, the following subparagraphs shall apply:

(a) District Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards.

(b) City Use Period. Any damage or destruction of the Recreational Facilities 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 DISTRICT standards, and CITY shall reimburse DISTRICT for the cost and expense of such repair or replacement within ninety (90) days of CITY's receipt of DISTRICT's invoice.

#### 6. UTILITIES

CITY acknowledges that the School is an existing, operating facility and there are no separate meters for utilities such as, but not limited to, electricity, water and sewer. CITY agrees to contribute toward the increased utility cost based upon a ratio calculated on the hours of use and frequency of use by the parties. The cost for utilities shall be included in the Maintenance Estimate and quarterly invoice for actual costs. CITY shall have the right to inspect the past invoices for each utility as sent by the provider to DISTRICT.

#### 7. CALIFORNIA CODE

The provisions of this Agreement 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 Facilities, 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 Agreement or any damage or destruction to all or any part of the Recreational Facilities.

#### 8. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the School and/or the underlying real property for said School, nothing in this Agreement is intended to give CITY any rights to use the facilities and real property of the School, as may be depicted on the Site Plan, which are not identified as part of the Recreational Facilities.

#### 9. CONSIDERATION

CITY acknowledges that the consideration provided by DISTRICT for this Agreement is DISTRICT's construction of the Recreational Facilities or improvements thereto in accordance with the Proposition K Grant Agreement and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by DISTRICT. DISTRICT acknowledges that the consideration provided by the CITY for this Agreement are the funds awarded under Proposition K and the terms, conditions, covenants and promises contained in this Agreement to be performed and observed by CITY.

No rent for the use of any of the Recreational Facilities 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 Agreement 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 Facilities at the times and for the purposes DISTRICT is permitted to use the same under this Agreement. 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 Facilities during District's Use Period on terms and conditions consistent with this Agreement. The organizations to which DISTRICT grants a permit to use the Recreational Facilities 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 Agreement. 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 Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement. No District Permittee shall be considered a third-party beneficiary of this Agreement, and

(b) CITY shall be permitted to use the Recreational Facilities for recreational programs sponsored and operated by CITY ("City Programs"), and the public may use the Recreational Facilities while enrolled in said City Programs. CITY shall not issue any permits allowing the use of the Recreational Facilities or otherwise license, sublet or assign its use under this Agreement when not enrolled in a City Programs. CITY shall remain responsible and liable for its City Programs and any person or entity (including, but not limited to, teams and clubs that are not formed as legal entities) participating in its City Programs (collectively referred to herein as the "**City Participants**"). CITY, in its discretion, may require such City Participants to execute an instrument for use under City's Use Period and such are referred to herein as the "**City Permits**." All City Permits shall be subject and subordinate to the terms and conditions of this Agreement. 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 Participant is not using the Recreational Facilities including the Parking Lot and Shared Restroom in full compliance with the terms and conditions of this Agreement, DISTRICT shall notify CITY in writing and upon receipt of such written notification, CITY shall cause the City Participant to comply with the terms and conditions of this Agreement to the satisfaction of DISTRICT or CITY shall revoke the City Permit issued to said City Participant. Further, CITY shall inform the City Participants and those persons using the Recreational Facilities 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. No City Participant shall be considered a third-party beneficiary of this Agreement.

## 11. DEFAULTS

Any failure by either party hereto to observe and perform any provision of this Agreement 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 Agreement by the non-observing party. In the event of any default and breach by either party under this Agreement, 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. In light of the substantial consideration that both parties are investing in the development of the Project, the parties hereto agree that remedies for default and breach of this Agreement shall be those set forth in the Proposition K Grant Agreement and that a default and breach of this Agreement shall constitute a default and breach of the Proposition K Grant Agreement. Likewise, a default and breach of the Proposition K Grant Agreement shall constitute a default and breach of this Agreement.

## 12. NOTICES

Notices shall be in writing and e-mail shall satisfy the requirement of written notice. Any party delivering notice or requesting information from the other shall send such notice or request to the other party as follows:

DISTRICT: Real Estate and Business Development Dept.  
Los Angeles Unified School District  
333 So. Beaudry Ave., 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Borison, Director of Real Estate and Business Development  
Phone: (213) 241-6124  
Email: mark.borison@lausd.net

With a copy to: Office of General Counsel, Facilities Services Team  
Los Angeles Unified School District  
333 South Beaudry Avenue, 23<sup>rd</sup> Floor  
Los Angeles, CA 90017  
Attn: Mark Miller  
Phone: (213) 241-4968  
Email: mark.miller@lausd.net

CITY: General Manager, City of Los Angeles  
Department of Recreation and Parks  
221 N. Figueroa St., Room 350  
Los Angeles, CA 90012  
Attn: Government Liaison  
Phone: (213) 202-2633

With a copy to: General Counsel Division  
Los Angeles City Attorney's Office  
200 N. Main St., 700 City Hall East, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: Proposition K-L.A. for Kids Program

## 13. 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 required by law.

#### 14. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement; provided, however that CITY and DISTRICT agree that this Agreement shall be construed together with the Proposition K Grant Agreement. This Agreement, the exhibits and schedules attached hereto, the Proposition K Grant Agreement, and any side letter or separate agreement executed by DISTRICT and CITY in connection with this Agreement and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the use and occupancy of the Recreational Facilities 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 Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

#### 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, 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.

#### 16. 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.

#### 17. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, this Agreement shall automatically terminate, and the parties shall negotiate and mutually agree on a new contract.

#### 18. 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 Agreement (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 Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement 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 Agreement, and to consummate the transaction herein contemplated:

(iii) that all actions to be taken by or on behalf of 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

(iv) that this Agreement is a valid and binding obligation of 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.

## 19. SPECIAL TERMS, CONDITIONS AND COVENANTS

The parties hereto agree that any special terms, conditions and/or covenants that shall supersede any provision contained in this Agreement shall be described in EXHIBIT C. After the mutual execution of this Agreement, any amendment, modification or alteration of the parties' understanding as contained in this Agreement shall be made pursuant to a written instrument signed by the parties in accordance

with Paragraph 14 above.

## 20. INDEMNIFICATION

(a) CITY's Indemnification. CITY shall indemnify, defend, protect and hold harmless DISTRICT and its board of education, officers, agents, and employees (collectively, the "**DISTRICT Parties**") from and against any and all loss, cost, damage, expense, claims and liability, including, without limitation, court costs and reasonable attorneys' fees (collectively "**Claims**"), incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time that CITY is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any Claims to the extent resulting from the negligence or willful misconduct of DISTRICT or the DISTRICT Parties and not insured (or required to be insured) by CITY under this Agreement.

(b) DISTRICT's Indemnification. DISTRICT shall indemnify, defend, protect and hold harmless CITY and its council, officers, agents, and employees (collectively, the "**CITY Parties**") from and against any and all Claims incurred in connection with or arising from any cause in, on or about the Recreational Facilities and parking, if applicable, during any period of time DISTRICT is permitted the right to use the Recreational Facilities and parking, if applicable. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnities shall not apply to any claims to the extent resulting from the negligence or willful misconduct of CITY or the CITY Parties and not insured (or required to be insured) by DISTRICT under this Agreement.

If 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. Notwithstanding anything herein to the contrary, in no event shall the parties be liable to each other for any consequential damages sustained by the other party.

## 21. INSURANCE

On an annual basis, and prior to the commencement of any use under this Agreement, CITY shall provide and keep in force insurance that meets the standards per EXHIBIT D. Such insurance to remain in full force and effect throughout the Term and until all outstanding issues arising from this Agreement have been finally resolved. The Commercial General Liability Policy, Abuse coverage and the Commercial Automobile Policy must contain an Additional Insured Endorsement wording of:

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
& THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017**

CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements in EXHIBIT D; provided, that CITY shall deliver to DISTRICT a statement of its self-insurance that is acceptable to

DISTRICT before commencement of any use. DISTRICT shall have the right to review and adjust insurance requirements and CITY agrees to provide to DISTRICT acceptable evidence of satisfaction of insurance requirements within ten (10) business days of DISTRICT's notice to CITY. Notwithstanding the foregoing, if CITY is unable to satisfy the insurance requirements set forth in EXHIBIT D, as such requirements may be amended, CITY shall notify DISTRICT immediately and its plan to satisfy the insurance requirements, and, upon delivery of written notice to CITY, DISTRICT may immediately terminate CITY's use until such insurance requirements are satisfied and/or may immediately terminate this Agreement.

## 22. EXHIBITS

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

|           |   |
|-----------|---|
| EXHIBIT A | Site Plan   |
| EXHIBIT B | Description of Use for Each Feature or Facility<br>Constituting the Recreational Facilities |
| EXHIBIT C | Special Terms, Conditions and/or Covenants  |
| EXHIBIT D | Insurance   |

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, and this Agreement shall be effective as of the last date set forth below.

**THE CITY OF LOS ANGELES,**  
a municipal corporation, acting by and through  
its BOARD OF RECREATION AND PARK  
COMMISSIONERS

**LOS ANGELES UNIFIED SCHOOL  
DISTRICT,**  
a school district duly formed and existing  
under the laws of the State of California

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM AND  
LEGALITY**

HYDEE FELDSTEIN-SOTO,  
City Attorney

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

**ATTESTED:**

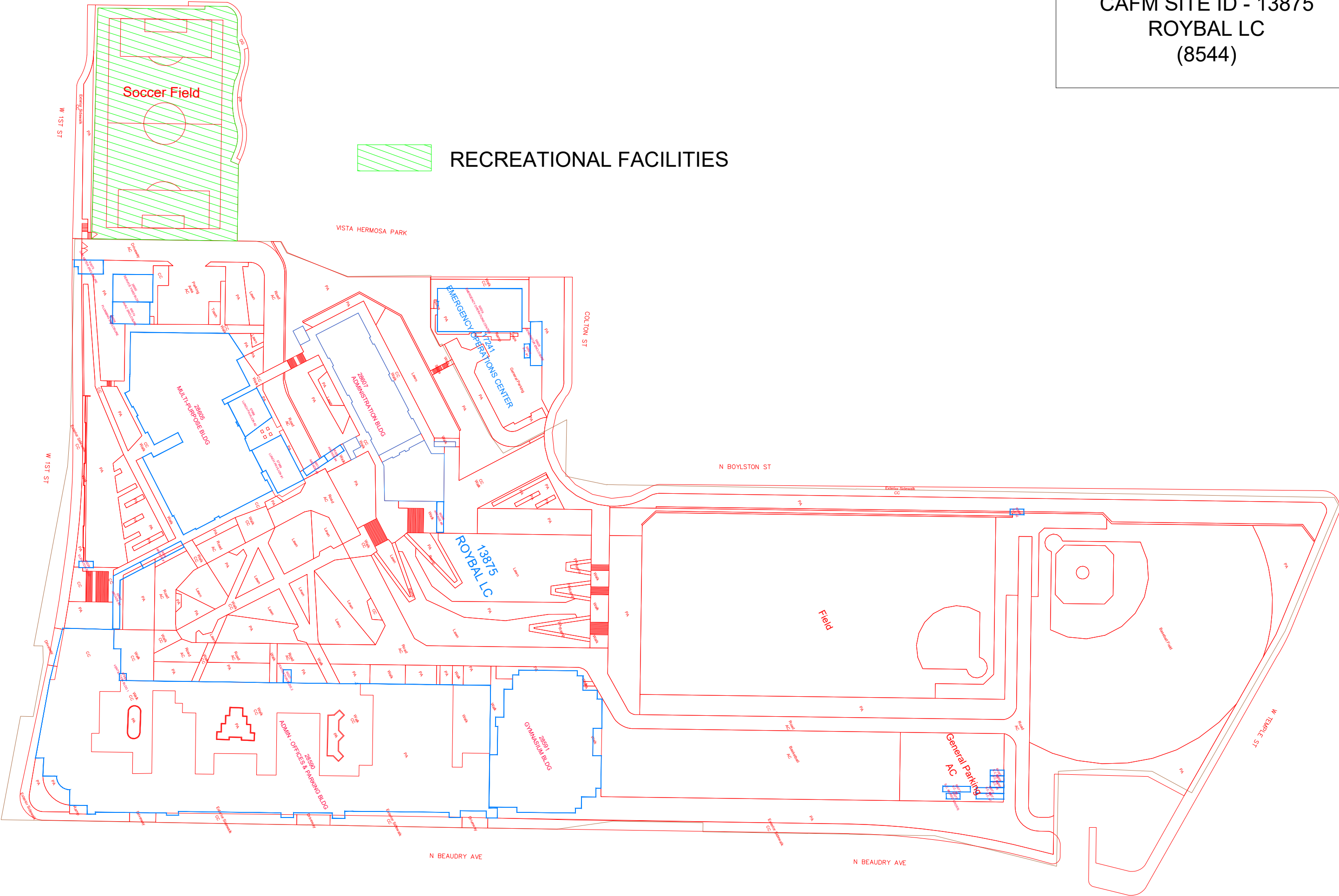
Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Takisha Sardin, Board Secretary

**EXHIBIT “A”**

**Site Plan – Campus**

CAFM SITE ID - 13875  
ROYBAL LC  
(8544)



ASSET MANAGEMENT BRANCH  
FACILITIES PLANS & RECORDS UNIT  
333 S. BEAUDRY AVENUE, 23rd FLR, LOS ANGELES, CA 90017

PLOT PLAN

ROYBAL LC  
1200 W COLTON ST.  
LOS ANGELES, CA 90026

| LEGEND               |           |
|----------------------|-----------|
| CENTER LINE          | ---       |
| PROPERTY LINE        | ----      |
| FENCE LINE           | =====     |
| RAILING OR SCREEN    | =====     |
| CHANGE IN GRADE      | -----     |
| ASPHALT              | A.C.      |
| CONCRETE             | C.C.      |
| PLANTING AREA        | P.A.      |
| TREE AREA            | □ OR T.A. |
| DECOMPOSED GRANITE   | D.G.      |
| GAS METER            | G.M.      |
| WATER METER          | W.M.      |
| FLAGPOLE             | F.P.      |
| AREAWAY              | A.W.      |
| STUDENT BODY OWNED   | S.B.O.    |
| FIELD LIGHT STANDARD | ⊕         |
| SANDBOX              | S.B.      |



SCALE: NTS

|                    |           |
|--------------------|-----------|
| DRAWN BY<br>LP     | INDEX NO. |
| DATE<br>02-20-2025 | 1 / 1     |

## **EXHIBIT “B”**

### **Description of Use for Each Feature or Facility Constituting the Recreational Facilities**

CITY’s ability to program, staff and supervise the recreational activities at the proposed Edward R. Roybal Learning Center site is limited to the days and times, as follows:

Use of the Soccer Field, Parking Lot and Shared Restrooms for \_\_ Sundays per year and \_\_ Saturdays per year, between the hours of 8:00 a.m. and 10 p.m. (specific dates to be prearranged annually)

All other public hours shall be made available via Civic Center Permit and/or license and other agreements to appropriate any eligible person(s), community organizations and groups in accordance with DISTRICT policy and procedures.

In the event CITY receives additional funds for staff and programming during the term of this Agreement, CITY reserves the right to request additional hours under CITY jurisdiction pursuant to this Agreement up to the hours described in Part I.B of this Agreement.

If CITY is unable, for whatever reason, to adequately staff and/or supervise the Recreational Facilities during the hours reserved above, it is understood that DISTRICT will make those times available for public use via Civic Center Permit and/or license and other agreements in accordance with DISTRICT policy and procedures.

Reviewed by CITY:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed by DISTRICT:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT “C”**

### **Special Terms, Conditions and/or Covenants**

C.1 CEQA. The parties to this Agreement recognize and acknowledge that, prior to undertaking the activities set forth in this Agreement, such activities may require an environmental review and compliance with the California Environmental Quality Act (“CEQA”) and that one or both of the parties must perform, complete and certify the adequacy of environmental review in accordance with CEQA. DISTRICT shall be responsible for complying with all requirements of CEQA because the activities are taking place on or affecting the School. The parties recognize that, as a result of information obtained by means of the CEQA process, the parties may decide to modify, condition or disapprove the activities set forth in this Agreement. Nothing in this Agreement shall limit or hinder the parties’ exercise of their independent judgment and discretion with respect to these activities. In particular, the parties’ obligations under this Agreement are subject to, and shall not arise until after, completion of the CEQA process and Proposition K grant approval by the Los Angeles City Council.

C2. Parking Lot. DISTRICT discloses that the Parking Lot adjacent to the Soccer Field may not be available for use by the CITY. If available, CITY’s use of the Parking Lot is non-exclusive and on a first-come, first-use basis but because there are often other school activities occurring on campus there may be insufficient parking. The DISTRICT is evaluating options.

## EXHIBIT “D”

### Insurance Requirements

1. **Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements described in this Exhibit.

(a) **General Insurance – CITY Requirements:** Without limiting CITY’s indemnification of DISTRICT, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **Exhibit “D”**. These minimum insurance coverage terms, types, and limits (the “**Required Insurance**”) also are in addition to and separate from any other contractual obligation imposed upon CITY pursuant to this Agreement. DISTRICT in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement.

(b) **Evidence of Coverage and Notice to DISTRICT:** Certificate(s) of insurance coverage (Certificate) satisfactory to DISTRICT, and a copy of an Additional Insured endorsement confirming the DISTRICT Parties have been given Insured status under the CITY’s General Liability policy, shall be delivered to DISTRICT at the address shown below and provided prior to commencing services under this Agreement.

i. Renewal Certificates shall be provided to DISTRICT not less than ten (10) days prior to CITY’s policy expiration dates. DISTRICT reserves the right to obtain complete, certified copies of the CITY insurance policies at any time.

ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, if any, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match CITY’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any DISTRICT required endorsement forms.

iii. Neither the DISTRICT’s failure to obtain, nor the DISTRICT’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Unified School District  
Attention: Director of Real Estate and Business Development  
333. S. Beaudry Avenue, 1st Floor  
Los Angeles, CA 90017

iv. CITY also shall promptly report to DISTRICT any injury or property damage accident or incident, including any injury to a CITY employee occurring on DISTRICT property, including the School, and any loss, disappearance, destruction, misuse, or theft of DISTRICT property, monies or securities entrusted to CITY. CITY also shall promptly notify DISTRICT of any third-party claim or suit filed against CITY Parties, as defined below, which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against CITY and/or DISTRICT.

(d) **Cancellation of or Changes in Insurance.** CITY shall provide DISTRICT with, or CITY's insurance policies shall contain a provision that DISTRICT shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to DISTRICT at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the DISTRICT, upon which the DISTRICT may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which DISTRICT immediately may suspend or terminate this Agreement. DISTRICT, at its sole discretion, may obtain damages from CITY resulting from said breach. Alternatively, the DISTRICT may purchase the Required Insurance, and without further notice to CITY, pursue reimbursement from CITY.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the DISTRICT with A.M. Best ratings of not less than A:VII unless otherwise approved by DISTRICT.

(g) **CITY's Insurance Shall Be Primary.** CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY. Any DISTRICT maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, CITY hereby waives its and its insurer(s)' rights of recovery against DISTRICT under all the Required Insurance for any loss arising from or related to this Agreement. CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(i) **CITY Parties' Insurance Coverage Requirements.** CITY shall include the CITY Parties as insureds under CITY's own policies.

(j) **Deductibles and Self-Insured Retentions ("SIRs").** CITY's policies shall not obligate the DISTRICT to pay any portion of any CITY deductible or SIR. The DISTRICT retains the right to require CITY to reduce or eliminate policy deductibles and SIRs as respects the DISTRICT, or to provide a bond guaranteeing CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** DISTRICT may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (“ISO”) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **DISTRICT Review and Approval of Insurance Requirements.** The DISTRICT reserves the right to review and adjust the Required Insurance provisions conditioned upon DISTRICT’s determination of changes in risk exposures.

## 2. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

(a) **Commercial General Liability** insurance, naming DISTRICT and DISTRICT Parties as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the CITY’s activities on the DISTRICT CAMPUSES. The higher limits apply if the CITY engages in both types of activities listed below.

Limits required when CITY uses the School, as per the terms of the Agreement:

|  |             |
|--|-------------|
| Per Occurrence Limit                       | \$5 million |
| Personal and Advertising Injury:           | \$1 million |
| General Aggregate Limit:                   | \$5 million |
| Products & Completed Operations Aggregate: | \$5 million |
| Fire Damage (Any one fire)                 | \$50,000    |
| Medical Payments (Any one person)          | \$5,000     |

(b) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CITY’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(c) **Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If CITY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (“PEO”), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the DISTRICT as the Alternate Employer, and the endorsement form shall be modified to provide that DISTRICT will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CITY’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.



(d) **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(e) **Property Coverage:** CITY given exclusive use of DISTRICT owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The DISTRICT and DISTRICT Parties shall be named as an Additional Insured and Loss Payee on CITY's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.