

APPROVED

NOV 01 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-231

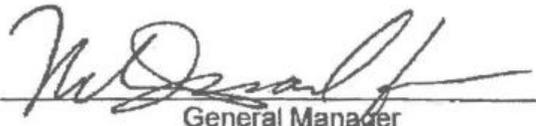
DATE November 1, 2017

C.D. 1.9.10.13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY SCHOOL PARKS PILOT PROGRAM – MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1, 14) OF THE CITY CEQA GUIDELINES REGARDING OPERATIONS OF EXISTING FACILITIES, AND ISSUANCE OF AN AGREEMENT FOR THE USE

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


General Manager

Approved ✓

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a revised proposed Memorandum of Agreement (MOA), substantially in the form as Attachment 1, between the Los Angeles Unified School District (LAUSD) and the Department of Recreation and Parks (RAP), setting forth the terms and conditions for the Community School Parks Pilot Program, subject to the approval of the City Attorney as to form and legality;
2. Authorize the Board President and Secretary to execute the MOA subsequent to all necessary approvals;
3. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for reimbursement of Community School Parks program upon the receipt of invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services;
4. Find the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption.
5. Authorize the Recreation and Parks (RAP) Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
6. Authorize the General Manager, or Designee, and RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,

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SUMMARY

Currently, approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half (1/2) mile, or a ten (10) minute walk, from a park. RAP has increasingly focused its attention and resources on park deficient areas of the City, and has employed strategies intended to increase park access in these communities through programs such as the 50 Parks Initiative.

The Mayor's Sustainable City pLAn sets a goal of increasing the percentage of Angelenos living within a one-half (1/2) mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. While RAP continues to acquire new property, especially in dense, park deficient areas of the City, given limited funding it will be extremely difficult to meet these aggressive park access goals through park acquisition alone. In an effort to increase park access in these communities, RAP is seeking to expand its relationship with LAUSD to establish new joint-use partnerships, also called Community School Parks (CSP).

RAP and LAUSD have a long-standing relationship for the shared use of recreational facilities at parks and schools, through joint use agreements, permits, licenses, and other reciprocal-use relationships. The first contractual relationship between RAP and LAUSD for the shared-use of a school facility was established in 1967, with the execution of an agreement for the construction and operation of an indoor pool at Venice High School. Nearly fifty (50) years later, RAP and LAUSD continue to collaboratively operate and maintain the Venice High School Pool for the benefit of the community as well as the student body, with RAP providing community aquatics programming and LAUSD paying pro rata for RAP to provide services to the students.

RAP becomes involved in a joint use relationship with LAUSD primarily for one of two reasons: to respond to the needs of communities in supplying additional recreational facilities or to accommodate LAUSD's need to guarantee public access in order to qualify for Proposition K or other grant funding. At present, RAP and LAUSD are involved together in twenty-nine (29) executed Joint Use Agreements (JUA): six (6) related to aquatics facilities, twenty-two (22) related to recreational facilities, and one (1) which is a combination of both aquatics and recreation facilities.

Using the mapping application of RAP's Equitable Parks and Amenities Decisions Support System (E-PADSS), RAP staff identified additional LAUSD elementary and middle schools located in park deficient areas of the City. Over fifty (50) elementary schools were originally identified as potential "high impact" school sites, each having the ability to serve five thousand (5,000) or more residents within one-half (1/2) mile of their home. RAP then worked with LAUSD and non-profit partners to outreach to principals at the higher impact schools to gauge the level of interest regarding a CSP arrangement.

On February 1, 2017 the Board of Recreation and Parks Commissioners approved Report 17-022 (Attachment 2), a proposed MOA between the LAUSD and RAP, setting forth the terms and conditions for a Community School Parks Pilot Program, subject to continued negotiations between the parties.

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While RAP staff had planned to begin the program shortly following the Board's approval, LAUSD informed RAP in mid-February that the agreement would require the approval of the LAUSD School Board. On April 14, 2017 the LAUSD School Board approved a revised version of the MOA, subject to negotiations with RAP. Following the School Board action, RAP continued to work with LAUSD staff to resolve issues related to hiring and community outreach, bathroom access and storage, and the liability and indemnification provisions of the MOA.

Through continued discussions, LAUSD and RAP staff agreed to changes to certain provisions in the agreement previously approved by the Board. Those changes, which must be approved by the Board, include updated language related to CSP staffing, restroom access, liability and indemnification.

In October 2017, RAP legal counsel and LAUSD legal counsel developed mutually agreeable language, which is now included in the revised proposed MOA (Attachment 1).

Through the revised proposed MOA with LAUSD, RAP plans to open 75th Street Elementary School, Cahuenga Elementary School, Harvard Elementary School and Leo Politi as CSPs. Each of these schools was identified as a high impact site, as it relates to addressing park access needs, and the Principals at each school demonstrated interest and enthusiasm about the opportunity to create CSPs during the weekend, school holidays and during the summer. These schools will provide walkable park access to roughly thirty thousand (30,000) or more new residents. The proposed MOA is structured such that additional schools can be added under the MOA when additional funding becomes available.

RAP will coordinate outreach activities and kick-off events with LAUSD to generate interest and awareness among students, parents, teachers and community members for each CSP. RAP has engaged non-profit partners to assist with engaging activities, including canvassing the community and developing appropriate on-site signage and fliers in multiple languages.

KEY MOA PROVISIONS

Term: The MOA shall be effective from the date of execution through December 31, 2018.

Selected Schools:

75th Street Elementary School
142 W 75th St.
Los Angeles, CA 90003
Principal: Miguel Campa
Los Angeles City Council District 9

Cahuenga Elementary School
220 S. Hobart Blvd.
Los Angeles, CA 90004
Principal: Helen Yu
Los Angeles City Council District 10

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Harvard Elementary School
330 N. Harvard Blvd.
Los Angeles, CA 90004
Principal: Mark Paz
Los Angeles City Council District 13

Leo Politi Elementary School
2481 W 11th St.
Los Angeles, CA 90006
Principal: Luis Ochoa
Los Angeles City Council District 1

Hours of Operation: The intent of the pilot program is to provide access to school playgrounds on Saturdays, Sundays, school holidays and during the summer. Hours of operation specific to each CSP are detailed in Attachment 2.

Programming and Supervision of CSPs: Under the revised terms of the MOA, RAP shall provide site monitors and LAUSD shall provide custodial services for the CSPs. The MOA also does allow for additional programming to be provided by RAP and/or other partners if funding is available.

Fees: RAP will compensate LAUSD for custodial expenses related to the use of bathrooms as needed at a rate of Thirty-Five Dollars (\$35.00) per hour. A reconciliation will be conducted periodically to all payments made by RAP are based on actual costs incurred.

Liability: Similar to existing JUAs, RAP will assume the liability for personal injury or property damage in connections with the use the CSP during public hours of operation.

ENVIRONMENTAL IMPACT STATEMENT

The proposed MOA would allow for the operation of recreational programming at existing school facilities involving negligible or no expansion of use. Therefore, RAP staff recommends that the Board determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1, 14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

RAP was appropriated sufficient funding in the current Fiscal Year 2017-18 budget to support the cost of this pilot program.

This Report was prepared by Matthew Rudnick, Chief Management Analyst, and Ryan Carpio, Director of Government Affairs.

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LIST OF ATTACHMENT(S)

- 1) Revised Proposed Memorandum of Agreement
- 2) Board Report 17-022

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE CITY'S OPERATION OF COMMUNITY SCHOOL PARKS**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("LAUSD"). CITY and LAUSD may be referred to herein individually as "PARTY", or collectively as "PARTIES."

WITNESSETH:

WHEREAS, CITY has set a goal to increase the percentage of residents living within a one-half mile of a park, especially in dense, park-deficient communities;

WHEREAS, CITY has challenges in meeting this goal due to a lengthy acquisition and development process for new park property and limited funding;

WHEREAS, in February 26, 2008, LAUSD's Board of Education and the City of Los Angeles City Council adopted companion resolutions entitled: "Create School-Community Parks in Partnership with Community Groups and the City of Los Angeles in support of making LAUSD schools available to the community";

WHEREAS, CITY has identified LAUSD owned and operated elementary and middle schools within densely populated areas that do not have parks and CITY desires to work with LAUSD to make the outdoor facilities and play yards at these schools available at no charge to the community during weekends, school holidays, and school vacation periods;

WHEREAS, City has initially selected three (3) schools, as identified in Exhibit A ("School") and has identified funding for staff and LAUSD costs so that the Schools may serve as Community School Parks ("CSPs"), as hereinafter defined, to provide outdoor recreational opportunities for the community;

WHEREAS, it is the intention of the PARTIES that this Agreement shall be a temporary agreement to allow the PARTIES obtain actual data and information regarding the use of outdoor facilities as community parks and, if such use is not disruptive to the school and used by the community, to negotiate an agreement with a longer term for Community School Parks ("CSP Agreements");

NOW, THEREFORE, the PARTIES hereby agree and understand as follows:

1. Purpose. This Agreement sets forth each PARTY's role and responsibilities in administering CSP operations at the selected Schools. PARTIES agree that the Schools may only be used for outdoor recreational activities and CITY and any CSP attendee must comply with LAUSD policies and procedures. The term "outdoor recreational activities" shall mean

activities that are typically allowed under a LAUSD Civic Center Permit. Notwithstanding any provision in this Agreement, the following shall be prohibited on a School: barbecues, grilling, food preparation and food or beverage sales; animals; bicycle riding; skate boarding, roller skating or roller blading; any type of motorized device such as, but not limited to, hover boards, bicycle, skate board, go kart, or remote controlled car, airplane or drone. It is specifically understood that the purpose of this Agreement is for the benefit of adults and youth from the community at large, and that this agreement is not governed by the provisions of California Education Code Section 38134. CITY agrees that LAUSD may close a Community School Park at any time without notice if LAUSD determines it is prudent to do so in the interest of safety or protection of the School.

Community School Parks shall be a portion of a School made available to the community for outdoor recreation and shall be located within the areas of the Schools identified in Exhibit A and approved by the principal of the School. CITY will provide and/or pay for general supervision of the CSPs and may work with LAUSD, the Schools' administrations and surrounding community to identify programming that may be of interest to the community and the students and implement said programming, at CITY's expense, and no charge to the public.

2. Use of Additional Schools as CSPs. Nothing herein shall prohibit LAUSD and CITY from working cooperatively to identify and establish CSPs at additional school sites which help CITY's goal of increasing access to outdoor recreational space for the students and the community. Additional schools may be added to this AGREEMENT, on the same terms and conditions and by mutual and written agreement of the PARTIES.

3. Term. The Effective Date of this AGREEMENT shall be as the date of the last signature to this AGREEMENT. This AGREEMENT shall terminate one (1) year from the Effective Date, unless otherwise extended by mutual agreement of the PARTIES and subject to each PARTY having the appropriate authority to execute an amendment to extend the term. This AGREEMENT shall be superseded by any subsequent agreement executed by the PARTIES addressing the use of LAUSD schools as Community School Parks. Notwithstanding any provision, either PARTY may terminate this Agreement in its entirety or its application to a particular School upon thirty (30) days written notice of termination to the other PARTY. The use of a School as a CSP is a concept that both PARTIES believe is worth pursuing but the PARTIES do not know if the primary use of a School to educate students can be accomplished with the secondary use of a School as an outdoor recreation "park." CITY and LAUSD are willing to test whether this concept works from a practical standpoint and determine whether there is an interest and actual use by the public for outdoor recreation activities at a School, whether CITY can fund the use of a School as a CSP, whether a School can be used as a CSP without damage or destruction of the School and without liability to the PARTIES. LAUSD discloses it is important that the use contemplated by this Agreement is cost neutral to LAUSD because budget cuts, declining enrollment and other factors affect the amount of general funds LAUSD receives. The cost and expense of M&O services, as defined below, and addressing any damage or destruction of the School or liability arising from the use of the School are often expenditures of the general funds, which general funds should be used first and foremost for the education of students.

4. Staffing for CSPs. It is the intention of the PARTIES, unless other arrangements are agreed to by the PARTIES in writing subsequent to the execution of this AGREEMENT, that

CITY shall provide the staff to monitor the use of the CSPs and LAUSD, through its Maintenance & Operations Department ("M&O"), shall provide the custodial services for the CSPs and CITY shall pay LAUSD for such M&O services as detailed below.

4.1 CITY to Retain Staff. CITY agrees to hire and train a minimum of two (2) persons as staff for each CSP at a School ("CSP Staff"). Unless otherwise agreed to in Exhibit A, CITY and LAUSD agree only one (1) CSP Staff shall be present at any given time when a CSP is open. The CSP Staff shall perform the following:

(a) open the CSP at the beginning of the CSP Hours, and secure the School, including the restrooms if included in a CSP, at the end of the CSP hours;

(b) monitor the use of the CSP, restrict access to the designated area and encourage compliance by the public with LAUSD policies, rules and requirements for outdoor recreation allowed on school property;

(c) monitor the activities of community members and encourage the safe use of any equipment such as, but not limited to, the playground apparatus;

(d) sign out, collect and store any CITY equipment such as, but not limited to, balls and other play items;

(e) call LAUSD regarding any possible damage or destruction of the School;

(e) call law enforcement and, if necessary, emergency services for situations such as, but not limited to, possible damage or destruction of the School, altercations or disputes, or first aid to any person.

5. Days of Use; Hours of Operation. CSPs shall be available on Saturdays, Sundays, school holidays, and during school breaks (i.e., Winter Break, Spring Break and Summer Break) as scheduled and approved by LAUSD and the respective Principal of each of the Schools, as specified in Exhibit A. Hours of use shall not exceed 8:00 a.m. to 9:30 p.m. on Saturdays, from 10:00 a.m. to 4:00 p.m. on Sundays, and holidays and during school breaks from 8:00 a.m. to 9:30 p.m. Monday to Saturday and Sunday from 10:00 a.m. to 4:00 p.m. ("CSP Hours"). Notwithstanding the foregoing, school approved extracurricular activities shall supersede, and the schedule of use for a CSP shall require the approval of the principal. CITY agrees that LAUSD and/or CSP Staff, in its or his/her discretion, may close a CSP if LAUSD and/or CSP Staff deem the use of the CSP as being unsafe.

5.2 LAUSD Policies, Rules & Requirements. LAUSD, at its cost and expense, shall assist CITY in training its CSP Staff in LAUSD's policies, rules and requirements for the CSP (see attached as Exhibit C). LAUSD and CITY agree that LAUSD policies, rules and requirements shall apply to any use of a CSP or School and in the event of a conflict, dispute or unanticipated situation, CITY will defer to LAUSD's preference for the CSP to preserve or protect and minimize damage to the School. LAUSD and CITY agree that CITY's policies, rules and requirements shall be primary in regards to the health, safety and general welfare of the public using the CSP and the employment, benefits, health and welfare of its CSP.

6. LAUSD and CITY to Collaborate. LAUSD and CITY shall collaborate and mutually agree on any community outreach to increase awareness of the availability of a CSP and any recreational or enrichment programs to be offered by CITY.

7. Maintenance. LAUSD shall provide the custodial and maintenance services for the CSP in accordance with LAUSD policies, rules and requirements and CITY shall pay LAUSD for its custodial and maintenance services which M&O services shall be provided on an hourly basis (and shall be billed in one (1) hour increments and not on a fractional basis less than one (1) hour) for the CSP and to the School, if necessary and as arising from the users of the CSP. The initial number of hours of M&O services identified in Exhibit A is an estimate based on what the PARTIES anticipate usage will be. The PARTIES agree to re-evaluate the number of hours of M&O services necessary for the School to be in a clean, safe and sanitary condition and CITY agrees that LAUSD shall have the final decision in determining the number of hours of M&O services. CITY understands a CSP is first and foremost a part of a school campus and use as a school is the first priority and the use of the designated area as a CSP is secondary to the use as a school, and CITY agrees the School, including the CSP, shall be clean and ready for use by the students and staff of the School.

8. Restrooms. A CSP shall not include use of restroom facilities at a School unless the PARTIES expressly agree in a written, executed agreement to include restroom facilities, the restroom facilities are identified and the PARTIES agree upon how the use of said restroom facilities and the CSP will be monitored. If restrooms are included in a CSP, LAUSD will provide M&O services to the restrooms and CITY shall pay LAUSD for such services. CITY shall bear all responsibility and liability for personal injury, death, property damage or destruction occurring within the restrooms when the CSP is open, except that the foregoing shall not apply to: 1) any personal injury, death, property damage or destruction, or other claim caused by or arising from the willful act or gross negligence of LAUSD, its officers, employees or retained third persons; or 2) any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred, if such condition is caused by or arising from the negligence of LAUSD, its officers, employees or retained third persons. If restrooms are being inappropriately used, damaged or destroyed, or personal injury occurring in the restrooms, or inadequately monitored, LAUSD and/or CITY may close the restrooms upon delivery of notice to the other party.

9. Storage. LAUSD shall provide CITY with an area in which CITY may store its outdoor recreation equipment such as, but not limited to, balls, tether balls, etc. CITY shall secure the storage as it deems appropriate. LAUSD shall not be responsible or liable for any loss or theft of the outdoor recreation equipment stored at a School.

10. Assignment. The rights and obligations of each PARTY under this AGREEMENT shall not be assigned without the prior written approval of the other PARTY, which approval may be denied or conditioned in such other PARTY's reasonable discretion. No such assignment will relieve the assigning PARTY of its obligations under this AGREEMENT. It is agreed by the PARTIES that CITY may, from time to time, desire to offer programming such as yoga or other recreational activities at the CSPs. CITY may allow such additional programming to be provided by a third-party, provided that CITY remains responsible and liable under this Agreement, the

third-party providing such programming is a CITY employee or a person or legal entity retained by CITY to provide such programming. At no time shall CITY charge a fee in exchange for use of the CSP or any school amenity, nor shall CITY collect fees from individuals participating in such programming in excess of CITY's direct cost (no profit).

11. Payment of Fees. Fees for M&O services, supplies and utilities will be calculated based on the rates described in Exhibit B attached hereto. Fees shall be payable by CITY in advance of services provided by LAUSD in support of each CSP on or before the first (1st) day of each month or such other date the PARTIES may agree upon. CITY and LAUSD shall perform periodic reconciliation calculations; provided, that if CITY is entitled to a credit, LAUSD shall apply said credit to the next payment of fees; provided, that if CITY owes additional fees, CITY shall pay to LAUSD the difference calculated based on the rates in Exhibit B within thirty (30) days of the date of reconciliation without invoice or demand. Notwithstanding any provision, LAUSD may increase the rates in Exhibit B upon thirty (30) days written notice to CITY. This section shall survive the expiration or earlier termination of this Agreement. LAUSD agrees to provide City, only upon request, with a reasonable accounting of any and all costs for M&O services, supplies and utilities. Such request shall be made no more often than on a quarterly basis.

12. Notices. Any and all notices, requests, demands or other communication required or permitted to be served on or given to either PARTY by the other shall be in writing and deemed to have been duly given: on the date of service of transmission via telecopy if served personally thereon, or sent via telecopy to, the PARTY to whom notice is to be given; on the date of delivery if sent via overnight courier; on the date of delivery if sent via electronic mail; or on the third day after deposit in the United States mail, if mailed to the PARTY to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to CITY: Los Angeles Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012
Attention: Ryan Carpio
Phone: (213) 202-2637
Email: ryan.carpio@lacity.org

If to LAUSD: Leasing & Space Utilization
333 S. Beaudry Ave., 23rd Floor
Los Angeles, CA 90017
Attention: Yekaterina Boyajian
Phone: (213) 241-6457
Email: yekaterina.boyajian@lausd.net

Either PARTY may change its address as indicated above by giving written notice to the other PARTY within thirty (30) calendar days of such change, and in the manner specified in this Section.

13. General Provisions

13.1 Liability. CITY shall be liable for any personal injury, death, property damage or destruction, or other claim caused by or arising from or in connection with CSPs and regardless of whether such liability arises from any person on the School when a CSP is open and/or CITY, its officers, employees, agents, or persons or third-parties retained by CITY to provide programming. The foregoing shall not apply to: 1) any personal injury, death, property damage or destruction, or other claim caused by or arising from the willful act or gross negligence of LAUSD, its officers, employees or retained third persons; or 2) any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred, if such condition is caused by or arising from the negligence of LAUSD, its officers, employees or retained third persons. This section shall survive the expiration or earlier termination of this Agreement.

13.1.1 CITY agrees that CSP Staff will be responsible for completing an inspection of the CSP premises at the opening and closing of the CSP each day. CSP Staff may, as needed, complete a property condition report to record the condition of the premises at the time of opening or closing. The parties agree to work together to develop a standard form and any necessary procedures to be used for reporting purposes. This section is intended to obligate CITY to be responsible for property damage occurring during CSP hours or afterhours, if the afterhours damage is a result of CSP staff failing to properly secure the premises in accordance with Section 4.1(a), above. Nothing in this section limits LAUSD's liability for any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred.

13.2 Equal Employment Opportunity. It is the policy of the LAUSD that, in connection with all work performed under LAUSD agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore CITY agrees to comply with applicable federal and state laws. In addition, CITY agrees to require like compliance by all subcontractors employed by CITY in connection with the CSPs.

13.3 Governing Law. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.

13.4 Fingerprinting. CITY shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

13.4.1 Require all current and subsequent employees, independent contractors or agents of CITY who may enter a CSP to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

13.4.2 Prohibit employees, independent contractors or agents of CITY from coming into contact with pupils until the CDOJ has ascertained that the employee, independent contractor or agent of CITY has not been convicted of a felony as defined in California Education Code Section 45122.1;

13.4.3 Certify in writing to LAUSD that neither CITY nor any of CITY's employees, independent contractors or agents who may enter a school site during the time when pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the LAUSD administrator for this contract; and

13.4.5 LAUSD may require CITY and its employees, independent contractors or agents who may have contact with pupils to submit to additional background checks at the LAUSD's sole and absolute discretion.

13.5 Insurance. CITY represents and warrants that it is self-insured and has sufficient funds to cover its duties and obligations under this Agreement. If CITY subsequently has a change to its self-insured status or does not have sufficient funds to cover its duties and obligations under this Agreement, CITY agrees it shall notify LAUSD prior to such change in status occurring or, at the very least, as soon as possible and thereafter CITY shall obtain and maintain policies of insurance required by LAUSD to provide coverage for the transaction contemplated in this Agreement; provided, that if CITY is unable to provide the required insurance coverage, LAUSD may terminate this Agreement immediately upon delivery of written notice.

13.5.1 Notwithstanding the foregoing provisions of this section to the contrary, City shall have the right to maintain the insurance required of this section through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the City's sole option.

13.6 Indemnification. The parties hereto, as between themselves, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by this Agreement, including but not limited to the liability stated in Sections 8, 13.1 and 13.1.1, for injury occurring in the performance of this Agreement. In so doing, the City agrees to indemnify, defend, release, waive, and hold harmless LAUSD for any all claims, losses, damages, liabilities, costs, and expenses resulting from liability imposed upon the City by this Agreement. Separately, LAUSD agrees to indemnify, defend, release, waive, and hold harmless the City for any all claims, losses, damages, liabilities, costs, and expenses resulting from liability imposed upon LAUSD by this Agreement. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both City of Los Angeles Board of Recreation and Park Commissioners and Los Angeles Unified School District each certify that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement.

Parties agree to provide prompt notice to the other of (1) any third party communication regarding injury or damage caused by or arising from or in connection with the CSPs, and (2) any administrative claim filed with either party or any complaint or petition filed with a court regarding such injury or damage.

The terms and provisions of this section shall survive the expiration or termination of the Agreement.

13.7 Partial Invalidity. In the event any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, this Agreement shall automatically terminate. Nothing herein shall prevent the PARTIES from negotiating an amendment to this Agreement or

a new agreement subject to each PARTY having appropriate authority to negotiate and execute such amendment or new agreement.

13.8 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the PARTIES hereto affecting this Agreement and 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.

14. List of Exhibits

Exhibits A

- A-1. Cahuenga Elementary School
- A-2. Harvard Elementary School
- A-3. 75th Street Elementary School
- A-4. Leo Politi Elementary School

Exhibit B

M&O Services Rates

Exhibits C

LAUSD CSP Policies, Rules and Requirements

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date first shown above.

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

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

By: _____
President

By: _____

Name: MARK HOVATTER

Title: CHIEF FACILITIES EXECUTIVE

By: _____
Secretary

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A

Identification of Schools

SCHOOLS:

Name of School	Cahuenga ES
Address	220 S. Hobart Blvd., Los Angeles, CA
Principal	Helen Yu
Principal Telephone	213-386-6303
Hours of CSP Operation	Saturdays, Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-2)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-1
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

EXHIBIT A-1

Name of School	Harvard ES
Address	330 N. Harvard Blvd., Los Angeles, CA
Principal	Mark Paz
Principal Telephone	323-953-4540
Hours of CSP Operation	Saturdays Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-3)
Restroom Access	Restrooms shall remain locked and may only be opened for single CITY employee use as needed; Restrooms available for use identified in A-2
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

EXHIBIT A-2

Name of School	75 th Street ES
Address	142 W. 75 th Street Los Angeles, CA
Principal	Miguel Campa
Principal Telephone	323-971-8885
Hours of CSP Operation	Saturdays Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-4)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-3
# of Custodial Hours Required per day	One (1) hour
# of General Supervision Staff Required during CSP Hours	Two (2)

EXHIBIT A-3

Name of School	Leo Politi Elementary
Address	2481 West 11th Street, Los Angeles, CA 90006
Principal	Luis Ochoa
Principal Telephone	213-480-1244
Hours of CSP Operation	Saturdays 10 am – 4 pm; Sundays, and School Holiday: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-4)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-4
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

EXHIBIT A-4

Exhibit B

M&O Services Rates

- M&O Custodial (overtime) – Thirty-Five Dollars (\$35.00) per hour, as required and/or requested by the Principals of the respective schools
- M&O Supplies – Five Dollars (\$5.00) per day
- Utilities: Two Dollars and Fifteen Cents (\$2.15) per hour

Exhibit C

LAUSD CSP Policies, Rules and Requirements

Authorized Activities	Prohibited Activities
Shuffle Board	Campaigning
Ladder Court	Use of Profane Language
Airplane Hopscotch	Possession or Use of Intoxicating Liquors/Beverages or Narcotics
Square Hopscotch	Quarreling or Fighting
Four Square	Betting or Other Form of Gambling
Traffic Jam	Card Playing
Maze	Conducting a Raffle or Lottery
Chess / Checker	Structures to be Erected or Assembled
Juggling	Use of Electrical or Mechanical Equipment
Tinikling / Tick Tack Toe	Sell, Offer or Advertise for Sale of Items
Fitness and Long Jump	Ballroom Dances
Pacer Fitness	Smoking
40 & 50 Meter Dash	Serving Food
Primary Circle	Paid Entertainment
Tag	Loud and Obstructive Music
Dodgeball	Barbecuing
Tetherball	Activity Involving an Open Flame
Volleyball	Use of Hazardous / Flammable Materials
Basketball	Activities for Profit
Primary Diamond	Roller Blading
Softball	Skateboarding
Football	Bicycling
Soccer	Gymnastics
Handball	Karate
Horizontal Bars	Weight Lifting
Obstacle Course	Wrestling
Jazzercise, Aerobics, Jujitsu	Hammer Throwing or Discus
	Picnics
	Carnivals
	Child Care

APPROVED

02-01-2017

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 17-022

DATE February 01, 2017

C.D. 9,10,13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY SCHOOL PARKS PILOT PROGRAM – MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1, 14) OF THE CITY CEQA GUIDELINES REGARDING OPERATIONS OF EXISTING FACILITIES, AND ISSUANCE OF AN AGREEMENT FOR THE USE

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*N. Williams	_____
H. Fujita	_____		

M. Shu

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Memorandum of Agreement (MOA), substantially in the form as Attachment 1, between the Los Angeles Unified School District (LAUSD) and the Department of Recreation and Parks (RAP), setting forth the terms and conditions for the Community School Parks Pilot Program, subject to continued negotiations between RAP and LAUSD and the approval of the City Attorney as to form;
2. Authorize the Board President and Secretary to execute the MOA subsequent to all necessary approvals;
3. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for reimbursement of Community School Parks program upon the receipt of invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services;
4. Authorize the General Manager, or Designee, and RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,
5. Find the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption.

SUMMARY

Currently, approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half (1/2) mile, or a ten (10) minute walk, from a park. RAP has increasingly focused its attention and resources on park deficient areas of the City, and has employed strategies intended to increase park access in these communities through programs such as the 50 Parks Initiative.

BOARD REPORT

PG. 2

NO. 17-022

The Mayor's Sustainable City pLAN sets a goal of increasing the percentage of Angelenos living within a one-half mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. While RAP continues to acquire new property, especially in dense, park deficient areas of the City, given limited funding it will be extremely difficult to meet these aggressive park access goals through park acquisition alone. In an effort to increase park access in these communities, RAP is seeking to expand its relationship with LAUSD to establish new joint-use partnerships, also called Community School Parks (CSP).

RAP and LAUSD have a long-standing relationship for the shared use of recreational facilities at parks and schools, through joint use agreements, permits, licenses, and other reciprocal-use relationships. The first contractual relationship between RAP and LAUSD for the shared-use of a school facility was established in 1967, with the execution of an agreement for the construction and operation of an indoor pool at Venice High School. Nearly fifty (50) years later, RAP and LAUSD continue to collaboratively operate and maintain the Venice High School Pool for the benefit of the community as well as the student body, with RAP providing community aquatics programming and LAUSD paying pro rata for RAP to provide services to the students.

RAP becomes involved in a joint use relationship with LAUSD primarily for one of two reasons: to respond to the needs of communities in supplying additional recreational facilities, or to accommodate LAUSD's need to guarantee public access in order to qualify for Proposition K or other grant funding. At present, RAP and LAUSD are involved together in twenty-nine (29) executed Joint Use Agreements (JUA): six related to aquatics facilities, twenty-two (22) related to recreational facilities, and one which is a combination of both aquatics and recreation facilities.

Using the mapping application of RAP's Equitable Parks and Amenities Decisions Support System (E-PADSS), RAP staff identified additional LAUSD elementary and middle schools located in park deficient areas of the City. Over fifty (50) elementary schools were originally identified as potential "high impact" school sites, each having the ability to serve five thousand (5,000) or more residents within one-half (1/2) mile of their home. RAP then worked with LAUSD and non-profit partners to outreach to principals at the higher impact schools to gauge the level of interest regarding a CSP arrangement.

Additionally, RAP requested and received funding in the Fiscal Year 2016-17 Budget to open three LAUSD schoolyards located in park gap areas of the City on the weekends, holidays, and summer as CSPs in an effort to increase the number of residents living within walking distance of a park.

Through the proposed MOA with LAUSD (Attachment 1), RAP plans to open 75th Street Elementary School, Cahuenga Elementary School and Harvard Elementary School as CSPs beginning in February 2017. Each of these schools was identified as a high impact site, as it relates to addressing park access needs, and the Principals at each school demonstrated interest and enthusiasm about the opportunity to create Community School Parks during the weekend, school holidays and during the summer. These schools will provide walkable park access to roughly thirty thousand (30,000) or more new residents. The proposed MOA is structured such that additional schools can be added under the MOA when additional funding becomes available.

BOARD REPORT

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NO. 17-022

RAP will coordinate outreach activities and kick-off events with LAUSD to generate interest and awareness among students, parents, teachers and community members for each CSP. RAP plans to engage a non-profit partner to assist with engaging activities, including canvassing the surrounding community and developing appropriate on-site signage and fliers in multiple languages.

KEY MOA PROVISIONS

Term: The MOA shall be effective from the date of execution through December 31, 2017.

Selected Schools:

75th Street Elementary School
142 W 75th St.
Los Angeles, CA 90003
Principal: Miguel Campa
Los Angeles City Council District 9

Cahuenga Elementary School
220 S. Hobart Blvd.
Los Angeles, CA 90004
Principal: Helen Yu
Los Angeles City Council District 10

Harvard Elementary School
330 N. Harvard Blvd.
Los Angeles, CA 90004
Principal: Mark Paz
Los Angeles City Council District 13

Hours of Operation: The intent of the pilot program is to provide access to school playgrounds on Saturdays, Sundays, school holidays and during the summer. Hours of operation specific to each CSP are detailed in Attachment A of the MOA.

Programming and Supervision of CSPs: Under the terms of the MOA, LAUSD (through Beyond the Bell and its Maintenance and Operations Department) shall provide staffing, programming, supervision and custodial services for the CSPs. The MOA also does allow for additional programming to be provided by RAP and/or other partners if funding is available.

Fees: RAP will compensate LAUSD for staffing, programming and supervision at a rate of Eighteen Dollars and Seventy-One Cents (\$18.71) per hour, as well as for custodial expenses related to the use of bathrooms as needed at a rate of Thirty-Five Dollars (\$35.00) per hour. A reconciliation will be conducted periodically to all payments made by RAP are based on actual costs incurred.

BOARD REPORT

PG. 4

NO. 17-022

Liability: Similar to existing joint use agreements, RAP will assume the liability for personal injury or property damage in connections with the use the CSP during public hours of operation.

ENVIRONMENTAL IMPACT STATEMENT

The proposed MOA would allow for the operation of recreational programming at existing school facilities involving negligible or no expansion of use. Therefore, RAP staff recommends that the Board determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1, 14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

RAP was appropriated sufficient funding in the current Fiscal Year budget to support the cost of this pilot program. RAP has submitted a budget request package to the Office of the Mayor to expand this program in Fiscal Year 2017-18.

This Report was prepared by Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENT(S)

- 1) Proposed Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE JOINT-OPERATION OF COMMUNITY SCHOOL PARKS**

THIS MEMORANDUM OF AGREEMENT ("MOA"), is made and entered into this day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("LAUSD"). CITY and LAUSD may be referred to herein individually as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, CITY has set a goal to increase the percentage of residents living within a one-half mile of a park, especially in dense, park-deficient communities; and,

WHEREAS, CITY has identified LAUSD-owned and -operated elementary and middle Schools within dense, park-deficient areas of the City of Los Angeles and desires to work with LAUSD to make the outdoor facilities and play-yards at these schools available at no charge to the public during weekends and non-school hours; and

WHEREAS, City has identified funding for staffing and programming so that the identified schools may serve as Community School Parks (CSPs) to provide recreational opportunities for the public residing in surrounding communities; and,

WHEREAS, the Parties desire to enter into this MOA, which sets forth the conceptual terms and conditions upon which the Parties may enter into the necessary agreements, subject to continued negotiations and approval by their respective governing bodies, to allow CITY to provide for the recreational programming and associated staffing for CSPs at various schools, as further described in Exhibit A; and,

WHEREAS, the necessary agreements may include, but shall not be limited to, areas of responsibility pertaining to such matters of maintenance and repair, access to School grounds, days and hours of operation, funding and licensing, security, and other matters; and

WHEREAS, it is the intention of the PARTIES that this MOA shall be a temporary agreement and that the PARTIES will work with their respective governing bodies to obtain approval to enter into agreements for a longer term than this MOA provides; and,

WHEREAS, CITY is willing and able to pay LAUSD to provide programming and supervision of the CSPs; and,

WHEREAS, LAUSD shall assume maintenance obligations associated with community use of the CSPs and/or is willing and able to hire staff to provide programming and supervision of the CSPs utilizing funds provided the CITY.

NOW, THEREFORE, the PARTIES hereby agree and understand as follows:

1. Purpose. This MOA sets forth each PARTY's role and responsibilities in administering CSP operation and programs at the selected schools.
2. Term. This MOA shall terminate on December 31, 2017, unless otherwise extended by mutual agreement of the PARTIES and/or superseded by separate site-specific agreements. The Effective Date of this MOA shall be as first written above.
3. Hours of Operation. CSPs shall be available on Saturdays, Sundays, school holidays, and during school vacation periods, as scheduled and approved by LAUSD and the school Principal(s), as specified in Exhibit A.
4. Programming and Supervision of CSPs. The terms and conditions for the programming and supervision of the CSPs are detailed below and shall be further specified in Exhibit A. It is the initial intention of the PARTIES, unless other arrangements are agreed to by the PARTIES in writing subsequent to the execution of this MOA, that LAUSD, through its own programs and departments (such as Beyond the Bell and the Maintenance & Operations Department ("M&O")), shall provide the staffing, programming, supervision and custodial services for the CSPs and CITY shall pay LAUSD for such programming and services as detailed below.

4.1 LAUSD Duties. LAUSD shall perform the following duties:

- (a) Recruit, hire and train at least two (2) persons to provide supervision at the CSPs during CSP operational hours generally described in Section 3 above and further detailed in Exhibit-A;
- (b) Collaborate with CITY on design and content of recreational and enrichment programs;
- (c) Implement recreational and enrichment programs at the Schools;
- (d) Ensure the CSPs are staffed during times designated for each of the Schools in Exhibit A; and
- (e) Perform custodial services to maintain designated restrooms, if available at the Schools, refuse (bathrooms and other areas), and restocking of bathroom supplies.

4.2 CITY Duties through the Department of Recreation and Parks (RAP).

4.2.1 In the event CITY is not able to provide staffing, programming, and supervision for the CSPs, CITY agrees to perform the following duties:

- (a) Provide LAUSD with funding for salaries and benefits of LAUSD personnel, to provide supervision and as-needed maintenance during the days and hours of CSP operation;

- (b) Provide LAUSD with funding for custodial supplies needed to replenish restroom supplies used by CSP visitors and program participants;
- (c) Provide additional funding for incidental supplies needed for the operation of the CSPs, subject to approval by RAP;
- (d) Assist LAUSD with community outreach to include facilitating community dialogue and engagement regarding recreational and enrichment programming that meet the needs of the specific community surrounding each of the CSPs; and,
- (e) Evaluate the recreation and enrichment programs on a regular basis to determine whether the programs are serving the community's needs and offering appropriate recreation and enrichment opportunities.

4.2.2 In the event CITY can provide staffing, programming and supervision for the CSPs, CITY agrees:

- (a) To work with the school administration to identify individuals from the current school staff or community, familiar with the school, its operations, and knowledge of the community population and its needs;
- (b) To hire such person in accordance with RAP protocols, or if one is not identified by the school administration, to hire another qualified person from existing RAP staff or the public, at CITY's own cost and expense;
- (c) That during the time that the person hired is providing supervision and programming at the CSP on behalf of the CITY, such person shall be considered as acting as an employee of the City of Los Angeles;
- (d) That LAUSD will continue to maintain the facility and such CITY employee will not be taking any responsibility for providing custodial services;
- (e) To pay LAUSD for custodial services, including supplies, at the rates described below;
- (f) That CITY shall assume all responsibility for opening schools and then securing the schools at the end of the Community School Park Hours.

CITY acknowledges that CITY, at its own discretion, may provide its own staff for the programming and supervision of each CSP for a period not to exceed thirty (30) days per school per calendar year.

4.3 Programming and Costs. As of the date of this MOA, the anticipated programming, maintenance, and other associated costs ("Fees"), are as follows, subject to adjustment by LAUSD as appropriate and typical:

- 4.3.1 Beyond the Bell programming – Eighteen Dollars and Seventy-One Cents (\$18.71) per hour, not to exceed eight (8) hours per day;

4.3.2 M&O Custodial (overtime) – Thirty-Five Dollars (\$35.00) per hour, as required and/or requested by the Principals of the respective schools; and

4.3.3 M&O Supplies – Five Dollars (\$5.00) per day

5. Assignment. The rights and obligations of each PARTY under this MOA may not be assigned without the prior written approval of the other PARTY, which approval may be denied or conditioned by the other PARTY's reasonable discretion. No such assignment will relieve the assigning PARTY of its obligations under this MOA. It is agreed by the PARTIES that CITY may, from time to time, desire to offer programming such as yoga or other recreational activities at the CSPs. CITY may allow such additional programming to be provided by a third-party, provided that the person providing such additional programming is a CITY employee or has a valid contract with the CITY for such services. At no time shall CITY charge a fee to a vendor in exchange for use of the CSP or any school amenity, nor shall CITY collect fees from members of the community participating in programming provided by third-parties in excess of CITY's direct cost (no profit).
6. Payment of Fees. Fees for programming, supervision, maintenance and other costs, will be assessed based on the rates described above, and as required for each CSP as calculated on Exhibit A. Fees shall be payable by CITY in advance of services provided by LAUSD in support of each CSP based upon a mutually agreeable schedule. CITY and LAUSD shall perform periodic fee reconciliation calculations to ensure fees assessed by LAUSD represent actual costs incurred.
7. Notices. Any and all notices, requests, demands or other communication required or permitted to be served on or given to either PARTY by the other shall be in writing and deemed to have been duly given on the date of service of transmission via telecopy if served personally thereon, or sent via telecopy to, the PARTY to whom notice is to be given, on the date of delivery if sent via overnight courier, or on the third day after deposit in the United States mail, if mailed to the PARTY to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to CITY: Los Angeles Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90041
Attention: Ryan Carpio
Phone: (213) 202-2633
Email: ryan.carpio@lacity.org

If to LAUSD: Facilities Services Division
Asset Management
333 S. Beaudry Ave., 23rd Floor
Los Angeles, CA 90017
Attention: Al Grazioli
Phone: (213) 241-6457
Email: albert.grazioli@lausd.net

Either PARTY may change its address as indicated above by giving written notice to the other PARTY within thirty (30) calendar days of such change, and in the manner specified in this Section.

8. General Provisions

- 8.1 Liability. The LAUSD shall not be liable to CITY for personal injury or property damage sustained by CITY and/or those members of the public using the CSP, in the performance of this agreement except if caused by LAUSD, its officers, employees, or by third persons. For clarity, CITY will be liable for personal injury or property damage caused by CITY, its officers, employees, agents, or by third persons during CSP and in connection with CSPs.
- 8.2 Equal Employment Opportunity. It is the policy of the LAUSD that, in connection with all work performed under LAUSD agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore CITY agrees to comply with applicable federal and state laws. In addition, CITY agrees to require like compliance by all subcontractors employed by the CITY in connection with the CSPs.
- 8.3 Governing Law. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
- 8.4 Fingerprinting. CITY shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:
- 8.4.1 Require all current and subsequent employees, independent contractors or agents of CITY who may enter a CSP to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
 - 8.4.2 Prohibit employees, independent contractors or agents of CITY from coming into contact with pupils until the CDOJ has ascertained that the employee, independent contractor or agent of CITY has not been convicted of a felony as defined in California Education Code Section 45122.1;
 - 8.4.3 Certify in writing to LAUSD that neither CITY nor any of CITY's employees, independent contractors or agents who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the LAUSD administrator for this contract; and
 - 8.4.5 The LAUSD may require CITY and its employees, independent contractors or agents who may have contact with pupils to submit to additional background checks at the LAUSD's sole and absolute discretion.
- 8.5 Insurance. CITY shall provide LAUSD (and keep in force and effect) a letter of self-insurance in the form attached hereto as Exhibit-B, which form is hereby incorporated herein by reference. Such self-insurance by CITY shall be deemed to provide no less than the following coverage hereunder.
- 8.5.1 CITY shall maintain the following coverage(s) in the following amounts at all times following the Commencement Date as first written above, and continuing thereafter throughout the Term and any extension thereof (and

CITY shall cause the Provider under the Services Agreement to provide the coverage(s) in the amounts described in Sections 8.5.4, 8.5.5, and 8.5.6 below, naming LAUSD as an additional insured thereon):

- 8.5.2 Commercial general liability insurance covering the insured against claims of bodily injury, personal injury and property damage arising during CITY's Use Period and any use provided to CITY by civic center permit (regardless of whether the use of the Use Areas was by CITY or authorized by CITY), or from assumed liabilities or use of the Use Areas, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the performance by CITY of the indemnity agreements set forth in this Agreement, for limits of liability not less than: (i) Bodily Injury and Property Damage Liability – One Million Dollars (\$1,000,000.00) each occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate, and (ii) Personal Injury Liability – One Million Dollars (\$1,000,000.00) each occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- 8.5.3 Physical damage insurance covering all of the CSPs, any improvements and additions in and thereto, and the personal property of CITY located on the CSP. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement.
- 8.5.4 Primary automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence covering owned, hired and non-owned vehicles used by Provider.
- 8.5.5 Workers' compensation insurance policies as required by law and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).
- 8.5.6 Medical malpractice insurance in an amount not less than \$1,000,000 per claim and Three Million Dollars (\$3,000,000.00) per occurrence.

The limits of policies of insurance required of CITY under this Agreement shall in no event limit the liability of CITY under this Agreement. Such insurance shall: (i) name LAUSD and any other party it so specifies as an additional insured; (ii) specifically cover the liability assumed by CITY under this Agreement, including, but not limited to, CITY's indemnification obligations under this Agreement; (iii) if procured from an insurance provider, said insurance shall be issued by a company having a rating of not less than A.M. Best A-, VII or which is otherwise acceptable by LAUSD and said company is licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by LAUSD is excess and is non-contributing with any insurance requirement of CITY; (v) provide that said insurance shall not be canceled or materially reduced unless thirty (30) days' prior written notice shall have been given to LAUSD; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to LAUSD. CITY shall

deliver said policy or policies or certificates thereof to LAUSD before the Effective Date.

CITY hereby waives any right that it may have against LAUSD on account of any loss or damage to the property required to be insured by CITY pursuant to this Section to the extent such loss or damage is insured under property damage insurance policies carried by CITY (or would have been covered had CITY maintained such insurance as so required under this Agreement).

- 8.6 Indemnification. Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both CITY and LAUSD certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.
- 8.7 Governing Law. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
- 8.8 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the PARTIES hereto affecting this Agreement and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this MOA as of the date first shown above.

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

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

By: _____
President

By: _____
Director of Leasing and
Asset Management

By: _____
Secretary

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A – 1

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE JOINT-OPERATION OF COMMUNITY SCHOOL PARKS**

School: 75th Street Elementary School

Address: 142 W 75th St.
Los Angeles, CA 90003

Proposed Hours of Operation as Community School Park (CSP):

Saturdays and Sundays 10AM-4PM (6 Hours per day)

School Holidays 10AM-4PM (6 hours per day)

Summer Weekday Hours TBD

*Hours are subject to modification by school Principal in consultation with Beyond the Bell and the Department of Recreation and Parks

Premises: During CSP hours, public access will include the blacktop play yard as identified in the attached diagram

Bathroom Access and Custodial Needs:

School bathrooms will be made available to members of the public during CSP hours on an as-needed basis by LAUSD site monitor. Custodial will be provided the afternoon and/or morning following the use of school as a CSP (1 hour to 4 hours as needed).

Principal: Mr. Miguel Campa

Proposed Site: 75th Street Elementary School



EXHIBIT A – 2

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE JOINT-OPERATION OF COMMUNITY SCHOOL PARKS**

School: Cahuenga Elementary

Address: 220 South Hobart Blvd.
Los Angeles, CA 90004

Proposed Hours of Operation as Community School Park (CSP):

Saturdays and Sundays 10AM-4PM (6 Hours per day)

School Holidays 10AM-4PM (6 hours per day)

Summer Weekday Hours TBD

*Hours are subject to modification by school Principal in consultation with Beyond the Bell and the Department of Recreation and Parks

Premises: During CSP hours, public access will include the blacktop play yard as identified in the attached diagram

Bathroom Access and Custodial Needs:

School bathrooms will not be made available to members of the public during CSP hours.

Principal: Ms. Helen Yu

Proposed Site: Cahuenga Elementary School

EXHIBIT A-2



EXHIBIT A – 3

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE JOINT-OPERATION OF COMMUNITY SCHOOL PARKS**

School: Harvard Elementary

Address: 330 North Harvard Blvd.
Los Angeles, CA 90004

Proposed Hours of Operation as Community School Park (CSP):

Saturdays and Sundays 9AM-5PM (8 Hours per day)

School Holidays 9AM-5PM(8 hours per day)

Summer Weekday Hours TBD

*Hours are subject to modification by school Principal in consultation with
Beyond the Bell and the Department of Recreation and Parks

Premises: During CSP hours, public access will include the blacktop play yard and
the grass play area as identified in the attached diagram

Bathroom Access and Custodial Needs:

School bathrooms will be made available to members of the public during
CSP hours on an as-needed basis by LAUSD site monitor. Custodial will
be provided the afternoon and/or morning following the use of school as a
CSP (1 hour to 4 hours as needed).

Principal: Mr. Mark Paz

Proposed Site: Harvard Elementary School

EXHIBIT A-3



EXHIBIT A-1
Cahuenga Elementary School
Community School Park

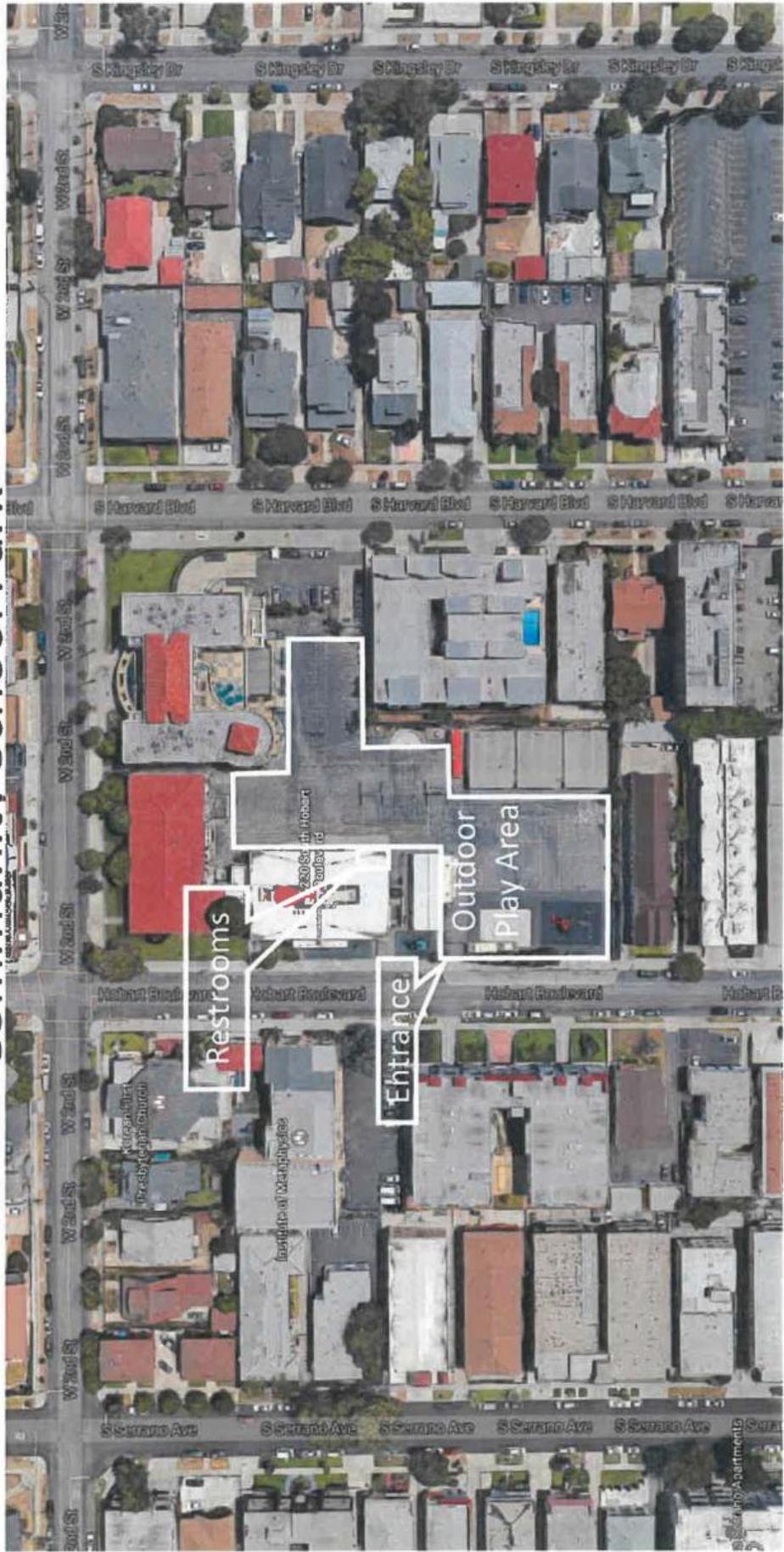


EXHIBIT A-2
Harvard Elementary School
Community School Park

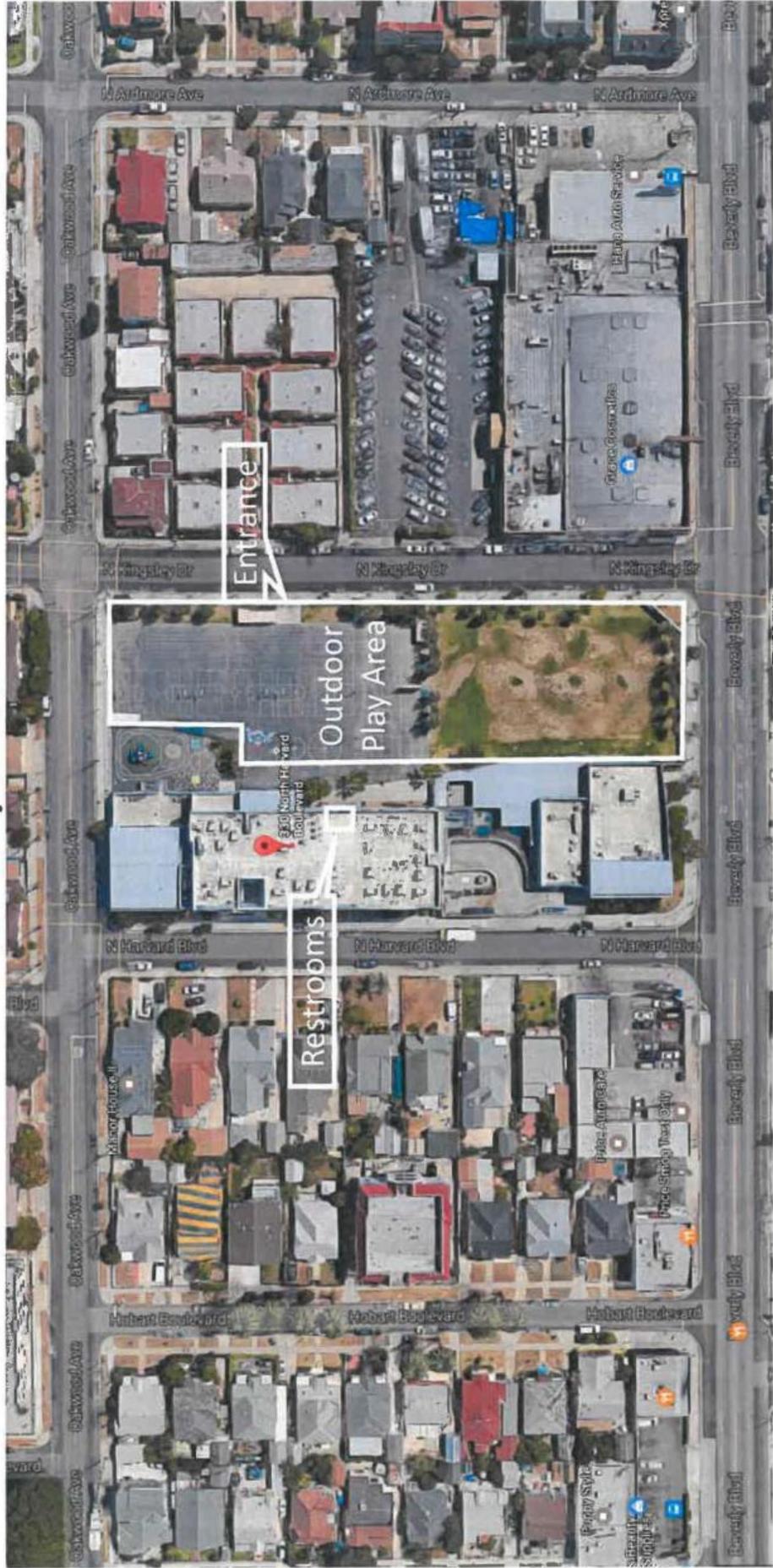


EXHIBIT A-3
75th Street Elementary School
Community School Park

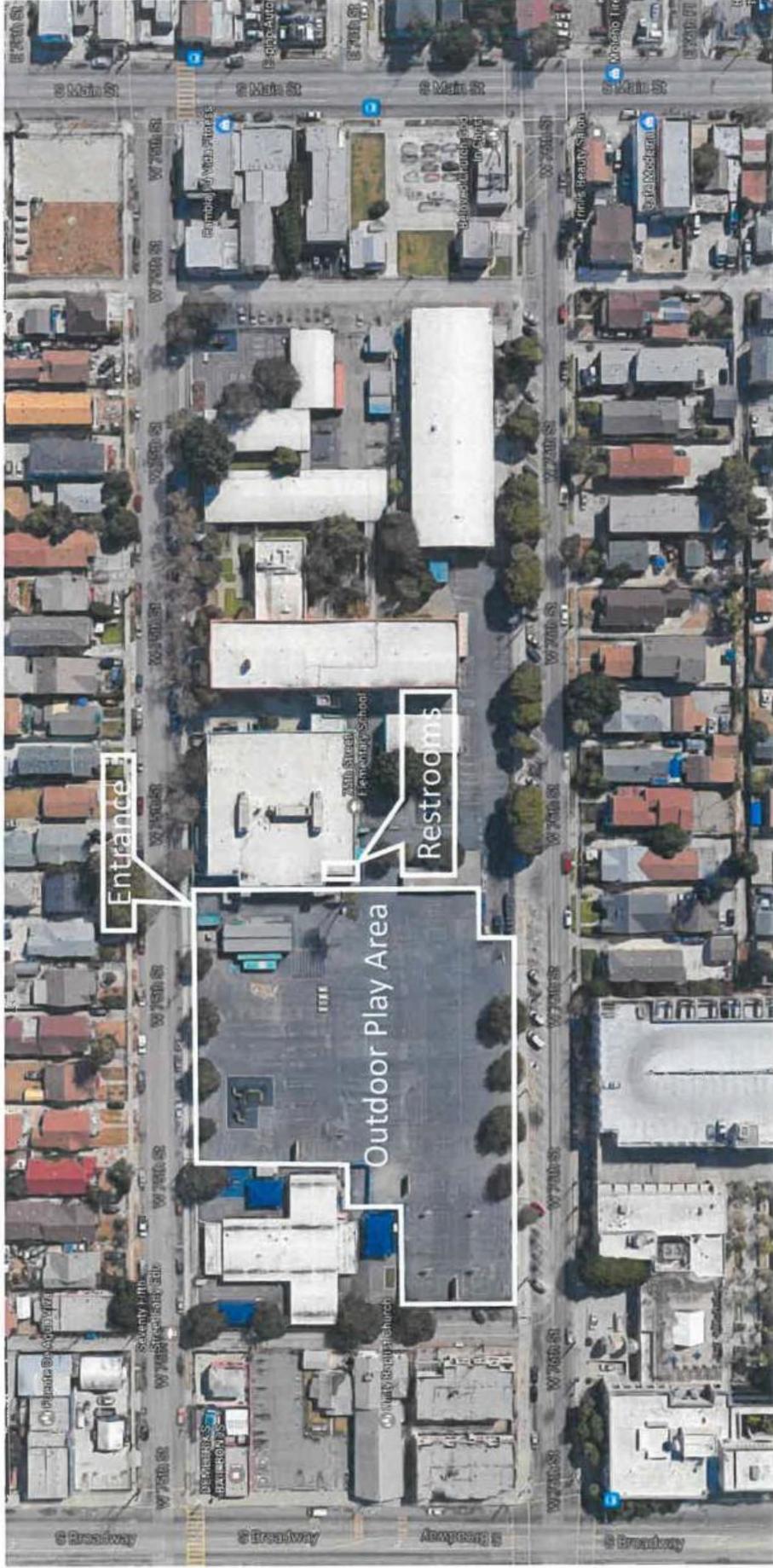


EXHIBIT A-4

Leo Politi Elementary School Community School Park

