COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

August 1, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF THE SORENSEN PARK JOINT USE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE WHITTIER CITY SCHOOL DISTRICT FOR IMPROVEMENTS TO AND USE OF THE SORENSEN ELEMENTARY SCHOOL BALL FIELD (ALL DISTRICTS 3-Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action categorically exempt from the provisions of the California Environmental Quality Act (CEQA) according to Sections of the State CEQA Guidelines and Classes of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.

2. Approve and instruct the Mayor of the Board to sign the attached Joint Use Agreement between the County of Los Angeles (County) and the Whittier City School District (District), which authorizes the County, by and through its Department of Parks and Recreation, to plan, develop and construct an additional ball field at Sorensen Elementary School (School), which is located adjacent to Sorensen County Park, in exchange for the District allowing the County to use the ball field at scheduled times approved by the District. There will be no fiscal impact to the County's General fund. The cost of improvements to the ball field will be funded entirely by the First District's Discretionary Fund, at an estimated cost of $15,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed Agreement will authorize the County, acting by and through its Department of Parks and Recreation (Department) to renovate an existing unusable ball field at Sorensen Elementary School (School), which is located adjacent to Sorensen County Park (Park), in exchange for the District allowing the County to use the ball field during weekends, school holidays, and vacation periods as scheduled and approved by the District during a five-year, renewable term. Approval of this action will allow the Department to reduce the long waiting list for participation in its youth sports programs, by increasing the availability of field space and playing time. The District will have the right to the exclusive use of the ball field during all "Regular School Days" defined as those days on which school is held in regular session as established in the School's "Schedule of Classes."

Implementation of Strategic Plan Goals

It is in the public interest for facilities of public entities to be put to the fullest possible public use. The *County Strategic Plan* encourages collaboration across functional and jurisdictional boundaries of organizational effectiveness (Goal 3). The plan also provides for investment in public infrastructure to strengthen the County's fiscal capacity (Goal 4). Adopting a County-District Agreement for joint use of a school ball field, which will be built by the Department, will provide more recreational opportunities for park patrons and enable the Department to program youth sports activities, which furthers these goals.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County's General Fund. The cost of materials necessary to renovate the ball field will be funded entirely by the First District's Discretionary Fund. The estimated cost of the ball field improvements is Fifteen Thousand, ($15,000), which will be transferred to the Department's operating budget after your Board's approval of this action.

The Department does not anticipate that any additional costs will be incurred to operate the ball field. The Department will meet its obligations of maintenance and programming, as outlined in the agreement, utilizing existing resources and staff. The Sorensen Park youth sports volunteer group will perform field maintenance and existing staff will be used to provide the youth sports programs within current staffing allocations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 10900 *et seq.* of the California Education Code authorizes counties and school districts to cooperate with each other in organizing, promoting and conducting joint recreational and educational programs.

The term of this proposed Agreement is five years with a five-year option period. The County's responsibilities under this Agreement are expressly delegated to the Department's Director. The District has executed the attached Agreement and County Counsel has approved the proposed Agreement as to form. The Department of Parks and Recreation will be required to provide the District with a schedule for usage of the ball field on a yearly basis.

ENVIRONMENTAL DOCUMENTATION

The County is the lead agency for purpose of compliance with the California Environmental Quality Act (CEQA). The proposed project is categorically exempt from CEQA according to Sections 15301, 15304 (a), (b) of the State CEQA Guidelines and Classes, 4 (a) (c), 5 (a) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project provides for alteration of existing land and facilities, in addition to new accessory structures.

IMPACT ON CURRENT SERVICES

As a result of this action, the provision of youth sports programs at Sorensen Park will be increased. The current waiting list for Sorensen Park youth sports programs will be greatly reduced by the availability of an additional playing field.

The District and County will provide a balanced share of the maintenance and upkeep of the improved ball field. District will maintain the landscaping of the ballfield. District shall also provide and pay for all utilities needed for the use of the ballfield. The County will be responsible for the maintenance and upkeep of the ball field during County's scheduled use as approved by the District, which will be provided by a youth sports volunteer group at the park. No increase in staffing will be required to provide programming for the additional ball field and existing programs will remain unaffected.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward one (1) conformed copy of the Board letter and one (1) fully executed original-ink copy of the Joint Use Agreement to the Department of Parks and Recreation.

Respectfully submitted,

Russ Guiney
Director

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Office (22)

SORENSEN PARK JOINT USE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE WHITTIER CITY SCHOOL DISTRICT FOR IMPROVEMENTS TO AND USE OF BALL FIELD AT SORENSEN ELEMENTARY SCHOOL

This Joint Use Agreement ("Agreement") is made and entered into this ___ day of _____, 2006 by and between the County of Los Angeles ("County"), a body corporate and politic, and the Whittier City School District ("District"), a public school district organized and existing pursuant to California law.

RECITALS

A. WHEREAS, the District owns, operates and maintains Sorensen Elementary School and its grounds including the ball field ("the school") located in unincorporated Los Angeles County at 11493 E. Rose Hedge Dr., California 90606; and

B. WHEREAS, District and County desire to enter into this Agreement for the County to improve the school's ball field utilizing its own resources and manpower in exchange for the District allowing the County to use the ball field during weekends and school holidays as scheduled and approved by the District for a period of five (5) years with one (1) five (5) year option; and

C. WHEREAS, Exhibit A is a site map showing the school's ball field and Exhibit B is an estimated cost breakdown of the ball field improvements to be made by the County, said exhibits being attached to this Agreement and incorporated herein by reference; and

D. WHEREAS, the County agrees to accomplish the Exhibit "B" improvements ("ball field improvements" or "the Project") estimated to cost Fifteen Thousand, ($15,000) and the District agrees to allow the County to use the ball field within the parameters defined in the body of this document after the County makes said improvements; and

E. WHEREAS, County will be solely responsible for the cost of improvements to the ball field which will be funded from the First District Discretionary Fund; and

F. WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

G. WHEREAS, Section 10900 *et seq.* of the Education Code of the State of California authorizes and empowers counties and school districts to cooperate with each other in organizing, promoting and conducting joint recreational and educational programs pursuant to an agreement; and

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, County and District agree as follows:

1. **District Property.** The area shown as school property (ball field lot portion only) on Exhibit A, shall be improved in accordance with the improvements shown in Exhibit B details prepared by the County.

2. **Ownership.** County hereby acknowledges that the title to the land for the ball field and any improvements constructed thereon vests with the District and agrees never to assail, contest or resist said title.

3. **Term and Commencement**. This Agreement shall commence after the District has received Board of Education Approval and on the date the County, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk thereof ("Commencement Date") and shall expire five (5) years, thereafter. The parties have the option to extend the term of this Agreement for one (1) five (5) year period.

4. **Delegation**. County's responsibilities under this Agreement are expressly delegated to the Director ("Director") of the County of Los Angeles Department of Parks and Recreation ("the Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by the District and the County.

5. **Consideration**. County shall not be required to pay any fees or other charges for the use of the ball field. The consideration flowing to the District shall be the construction of the ball field improvements shown on Exhibit "B".

6. **Use of the Ball Field.** The District shall have the right to the exclusive use of the ball field during all "Regular School Days" defined as those days on which school is held in regular session as established by the Administration of the School in the "Schedule of Classes" for each semester in accordance with the rules and regulations of the Board of Education.

   The County shall have the right to use the ball field on Saturdays, Sundays, school holidays, and during school vacation periods, pursuant to the schedule approved by the District. During those District approved scheduled periods of County use, the County, acting by and through its Department of Parks and Recreation, shall have full and exclusive use of the ball field. The ball field will only be used by youth sports teams. The District will review the schedule on a yearly basis. The District may consult with the County with respect to any inappropriate behavior by a youth sports team utilizing Sorensen Elementary's ball field and request that appropriate action be taken by the County.

7. **Ball Field Maintenance.** The District will maintain the landscaping of the ball field during school days of operation and the County will be responsible for the upkeep of the ball field during County's scheduled use as approved by the District.

8. **Utilities.** District shall provide and pay for all utilities that may be needed for the use of the ball field. The District will not add additional utilities for the purposes of this agreement.

9. **CEQA Compliance**. County is designated as the lead agency for purpose of compliance with the California Environmental Quality Act (CEQA) for the Joint Use Project. A copy of the Notice of Exemption must be provided to the Department of Parks and Recreation prior to approval of Agreement.

10. **Operation of the Ball Field**. The ball field shall be operated by the County and the District, to the extent specified in this Agreement, as a public recreational area and educational facility open to the students of the District and residents of the County. It is agreed that no preference, gratuity, charge or fee will be imposed for the use of the ball field not equally accorded residents of the County. County and District shall operate the ball field in keeping with best accepted practices to assure proper standards of conduct and safety during their respective hours of operation. The County will be responsible to carry insurance for all County sponsored teams.

    (a) District shall make the improved ball field available for County during the hours of County's regularly scheduled use of the ball field and District-approved schedule for using the ball field. Every effort will be made to provide coordination of activities with teams and agencies already using the school and grounds with permission of the District.

    (b) County shall provide at its sole expense, during such periods as it is authorized to use the ball field, such employees and equipment as necessary for the efficient operation of the County's recreational programs and activities. Budgeted staffing includes one (1) Recreational Service Supervisor (40) hours per week and one (1) Recreational Leader (40) hours per week. However if, due to budgetary constraints or for other reasons, this staffing commitment should change in the future, County shall provide the District with as much prior written notice as reasonably possible of any such change in staff.

11. **Indemnification of County by District**. District agrees to defend, indemnify and hold harmless the County, its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to bodily injury, personal injury, death or property damage, arising from or connected with District's operations or activities pursuant to this Agreement, including any Worker's Compensation suits, liability, or expense arising from or connected with services performed on behalf of District by any person pursuant to, or as a result of, this

Agreement. District's duty to indemnify County shall survive the expiration or other termination of this Agreement.

12. **Indemnification of District by County**. County agrees to defend, indemnify, and hold harmless the District its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages or any nature whatsoever, including, but not limited to bodily injury, personal injury, death or property damage, arising from or connected with County's operations or activities pursuant to this Agreement, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of County by any person pursuant to, or as a result of, this Agreement. County's duty to indemnify District shall survive the expiration or other termination of this Agreement.

13. **Insurance**. The parties hereto shall provide insurance coverage in the amounts and in accordance with the terms specified in this Section. Either or both of the parties may elect to self-insure all or any part of its obligations pursuant to this Agreement.

    (a) Without limiting each party's indemnification of the other, each party shall provide and maintain throughout the term of this Agreement, at its own expense, the following insurance coverages. Each party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other party.

    Failure to Maintain Coverage: Failure by either party to maintain the required insurance or to provide evidence of insurance as required pursuant to this Agreement shall constitute a material breach of this Agreement.

    Notification of Incidents, Claims or Suits: Each party shall report to the other:

    (1) Any accident or incident relating to activities undertaken pursuant to this Agreement that involve injury or property damage that may result in the filing of a claim or lawsuit against the District and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
    (2) Any third-party claim or lawsuit filed against either party arising from or related to activities undertaken pursuant to this Agreement.

    Insurance Coverage Requirements:
    General Liability insurance (written on ISO policy form CG 00 01 or its equivalent for self-insured entities) with limits of not less than the following:

General Aggregate:	$10 million
Products/Completed Operations Aggregate	$1 million
Personal & Advertising Injury:	$1 million
Each Occurrence	$5 million

Auto Liability insurance (written on ISO policy form CA 00 01 or its equivalent for self-insured entities) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

Workers Compensation and Employers' Liability insurance providing Workers Compensation benefits, as required by the Labor Code of the State of California, for which each party is responsible. In all cases, the above insurance also includes Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease -- policy limit:	$1 million
Disease – each employee:	$1 million

Evidence of Insurance: Each party shall deliver a Certificate(s) or other evidence of coverage to the other at the following addresses:

Whittier City School District
7211 Whittier Avenue
Whittier, CA 90602
Attention: Rita Dixon, Assistant Superintendent

Los Angeles County Department of Parks and Recreation
510 South Vermont Avenue
Los Angeles, CA 90020-1975
Attention: Chief of Planning

Such certificate(s) or other evidence of coverage shall be required prior to commencing activities pursuant to this Agreement and shall:

(1) Specifically identify this Agreement.
(2) Clearly evidence all coverages required in this Agreement.
(3) Contain the express condition that each party is to be given written notice by mail at least thirty (30) days in advance of cancellation, termination or change in limits of any policies evidenced on the certificate.
(4) Include copies of the additional insured endorsement to the general liability policy, showing the other party as an additional insured for all activities arising from this Agreement. If self-insurance is utilized, in lieu of an additional insured

endorsement form, this Agreement shall confirm the other party shall be considered to be an additional covered party under such self-insurance coverage.

Insurer Financial Ratings: Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the other party.

14. **Attorneys' Fees and Costs**. If legal action is brought by either party to this Agreement that alleges breach of this Agreement, or to enforce a provision of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses.

15. **Default Regarding Use of County Lobbyists**. The District and each County Lobbying firm, as defined in the Los Angeles County Code Section 2.160.010, retained by District shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the District, or any County Lobbyist or County Lobbying firm retained by District, to fully comply with the County Lobbyist ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. Nothing in this Section shall be construed to prohibit District from seeking review of stay of any such determination from any administrative body or court.

16. **Notices**. All notices or other correspondence sent or required to be sent pursuant to this Agreement shall be in writing and shall be delivered in person, by facsimile transmission, or by certified United States mail, postage prepaid, and addressed to the party or parties as indicated in this Section. Any such notice or other correspondence shall be deemed to have been given to the receiving party only upon receipt. Any party indicated in this Section may change its address, the person to whom attention shall be directed, or its facsimile number by giving notice to the other parties as provided above. In the event any party utilizes signed documents transmitted by facsimile, the receiving party may rely upon such documents as if they bore original signatures. The party transmitting any document(s) by facsimile shall provide the receiving party with the document(s) bearing the original signature(s) within 72 hours of transmission by facsimile. Notices or correspondence required or given pursuant to this Agreement shall be addressed as follows:

To District: Whittier City School District
7211 Whittier Avenue
Whittier, CA 90602
Attention: Rita Dixon, Assistant Superintendent
Telephone number: (562) 789-3073
Facsimile number: (562) 907-9425

To County: Los Angeles County Department of Parks and Recreation
510 South Vermont Avenue
Los Angeles, CA 90020-1975
Attention: Chief of Planning
Telephone number: (213) 351-5099
Facsimile number: (213) 639-3959

17. **Amendments**. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the District and County.

18. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force or effect.

19. **Effect of Agreement**. This Agreement provides specifically for the joint use project by the District and the County, and shall not be construed as applying to any other District or County property and shall not serve as precedent for any other proposed or future joint-use agreements between the District and County, or between the District and any other public or private party.

Signature Page Follows

IN WITNESS WHEREOF, the District, by order of its Board of Trustees, has caused this Agreement to be duly executed on its behalf by the President of the Board of Trustees and attested by the Clerk thereof, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Mayor of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

WHITTIER SCHOOL DISTRICT

By: _____,
President of the Board of Trustees

ATTEST:

By: _____,
Clerk of the Board of Trustees

COUNTY OF LOS ANGELES, a corporate and politic body

By: _____
Michael D. Antonovich,
Mayor Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

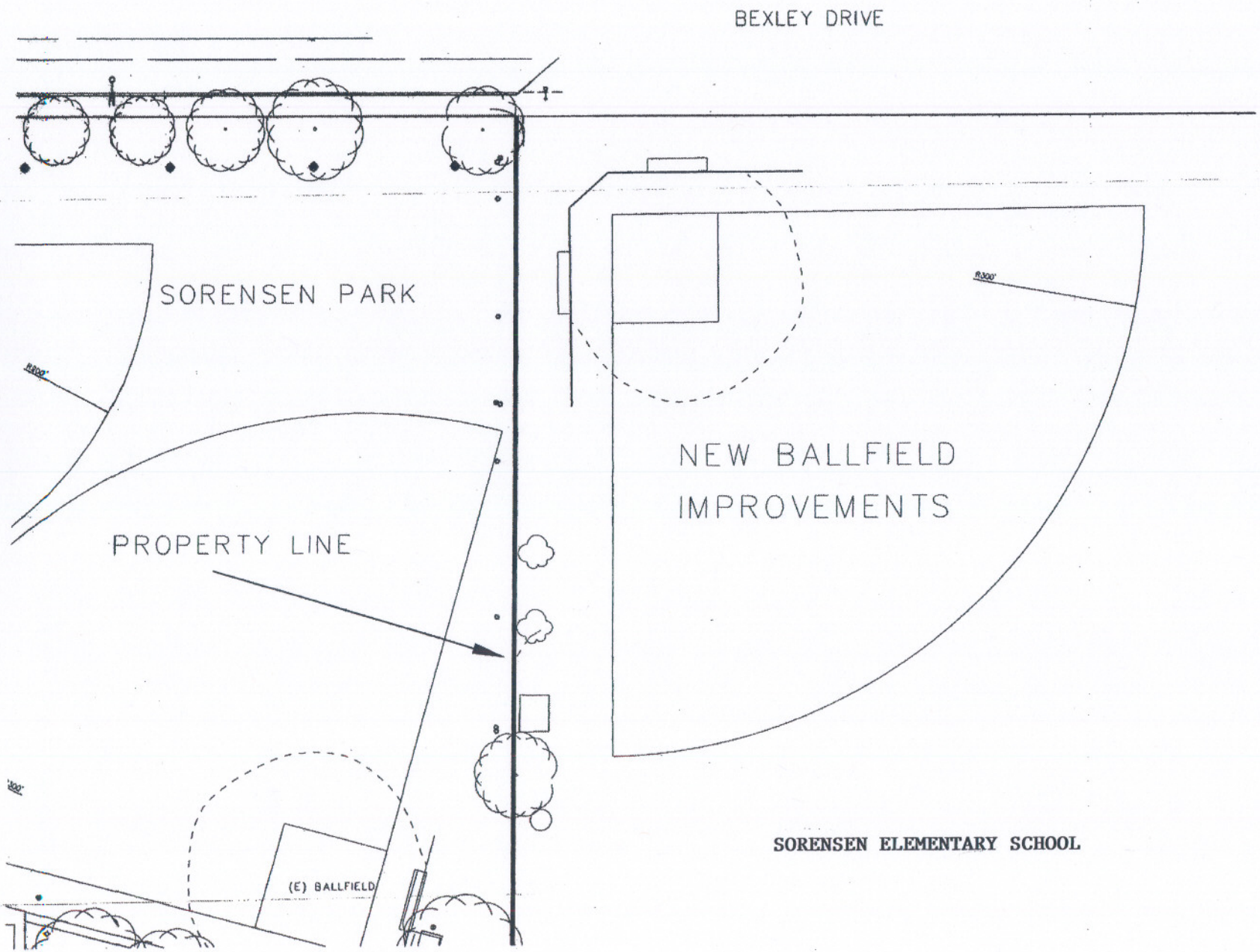
By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

BY: _____
LILLIAN D. SALINGER
Senior Deputy County Counsel

EXHIBIT A



SORENSEN ELEMENTARY SCHOOL

Exhibit B

Breakdown of ballfield Improvements.

Layout and removal of grass from infield.	$600.00
Removal of 4" of dirt from infield.	$1,000.00
Removal of old Backstop.	$500.00
Installation of new Backstop and Dugouts.	$5,500.00
Installation of Bases and Pitching mound.	$750.00
Installation of Ballfield mix.	$6,250.00
Installation of new gate between school and park.	$400.00
Total	**$15,000.00**