

May 20, 2003

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

Dear Supervisors:

**APPROVAL OF LANE PARK JOINT USE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE WESTSIDE UNION SCHOOL DISTRICT
FOR CONSTRUCTION AND USE OF A NEW GYMNASIUM AT JOE WALKER
MIDDLE SCHOOL
(Fifth District, 3-Vote Matter)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD:**

1. Find this action is categorically exempt under the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached Joint Use Agreement (Agreement) between the County of Los Angeles (County) and the Westside Union School District (District).
3. Authorize the Director of the Department of Parks and Recreation to administer the Agreement on behalf of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed Agreement will allow the District to apply for a grant from the California Office of Public School Construction ("State grant") to fund construction of a new gymnasium and parking lot planned at Joe Walker Middle School. If the State grant is awarded, the Agreement creates a partnership between the District and County with respect to providing joint (County-District) matching funds to the State grant and shared use of the new gymnasium and parking lot ("Joint Use Project/Facility") that will be constructed by the District on its property. The gymnasium will include an office, stage, and storage space for the County's use. The County office will have an interior window to view and monitor the gymnasium courts. The Joint Use Facility will house

public recreational and educational programs and activities open to students of Joe Walker Middle School and residents of the County.

George Lane Park (Lane Park) and Joe Walker Middle School are adjacent facilities located on the south side of Avenue L-8 between 57th Street West and 55th Street West in the unincorporated portion of the Quartz Hill community. The nearest County local parks (Jackie Robinson and Everett Martin) are fifteen (15) miles away. Contingent upon the State grant being awarded, estimated start and completion times for construction of the Joint Use Facility are November 2003 and January 2005, respectively.

Commencing July 1, 2005, the Agreement provides for the County's exclusive use of the gymnasium from 4 p.m. to 9 p.m. on weekdays, from 8 a.m. to 9 p.m. on Saturdays, and from 12 p.m. to 9 p.m. on Sundays. The District is allowed to use the gymnasium at all other times. The County may request use of the gymnasium at times other than those stated here by submitting a schedule to the District for approval at least thirty (30) days prior to July 1st of each year. The parking lot will be available for the County during the County's regularly scheduled use of the gymnasium and District-approved schedule for using the gymnasium at other times. The Agreement enables the County to provide more recreational opportunities for Lane Park patrons and to program youth sports activities and adult leagues at the gymnasium. The Joint Use Facility will be staffed with one (1) full-time recreation services supervisor and one (1) hourly recurrent recreation services leader during the County's hours of operation.

The District, without reimbursement from the County, is responsible for gymnasium maintenance costs, including the costs of supplies and custodial time. The County will provide its own equipment and supplies for the County's office and recreational programs. The District and County shall share in the payment of utility costs for the gymnasium and parking lot lighting on a percentage of hourly use basis. Long-term costs for parking lot maintenance (resurfacing and re-striping) will be shared on a 50-50 basis by the District and the County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan encourages collaboration across functional boundaries for organizational effectiveness (Goal 3). The plan also directs that we invest in public infrastructure in order to strengthen the County's fiscal capacity (Goal 4). Adopting an Agreement for a Joint Use Facility that will be built by the District and provide more recreational services for park patrons is consistent with these goals.

FISCAL IMPACT/FINANCING

Joint-Use Project Budget Impact:

The Joint Use Project will cost an estimated \$5 million to construct. The Agreement provides for the District and County each to provide \$1.25 million and for the District to apply for a State grant amounting to \$2.5 million to match the District-County contribution. We are planning to fund the County's contribution of \$1.25 million for the capital improvement from a Proposition 12 Roberti-Z-Berg Harris grant. This matching fund grant is contingent upon execution of the grant contract and approval of the project application by the State and award of the grant to the District.

Operating Budget Impact:

Following completion of the Joint Use Project in January 2005, Parks and Recreation anticipates one-time start up costs of \$15,296 for office supplies, sports supplies, and recreational supplies for the facility. In addition, an increase in ongoing annual costs of \$102,547 will be required for the maintenance and staffing of the Joint Use Facility/Project. Staffing requirements will include one full-time permanent recreation services supervisor and one hourly recurrent recreation services leader. Maintenance requirements will include ongoing costs for the County's share of utilities, recreation and office supplies, and 50 percent of the costs of parking lot maintenance. These costs are partially offset by one-time Park in Lieu Fee revenue of \$10,770 and ongoing revenue of \$10,000 generated from sport leagues and rental of gymnasium for events, resulting in a first year net County cost of \$97,073. These ongoing costs are required to operate and program the facility, and are expected to begin in Fiscal Year 2005-06. The Department's Director may, for budgetary reasons, suspend the County's staffing, programming, and contribution to utility and long-term maintenance costs at the Joint Use Facility during any fiscal year.

Once all funding sources have been secured to finance this project, the Chief Administrative Office will review the operating cost estimates and will work with Parks and Recreation to determine appropriate operating requirements and to identify available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An adopted Joint Use Agreement is required by Section 17077.42 of the California Education Code for State grant approval. This Agreement, which is authorized by Section 10900 *et seq.* of the California Education Code, commences when adopted by your Board and shall be effective for a period of 25 years thereafter, but will terminate if the District is not awarded the State grant. 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 all documents as to form.

ENVIRONMENTAL DOCUMENTATION

The District will be the lead agency for CEQA purposes for the construction of the new gymnasium. The County's approval of an agreement to facilitate the cooperative operation of the new facility for recreation purposes is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County anticipates that it will begin using the Joint Use Facility on July 1, 2005. At that time there will be staffing costs and responsibility for its proportionate share of gymnasium utility costs and long-term maintenance costs for the parking lot. This Agreement for joint use of the District gymnasium will increase recreational opportunities for the community surrounding Lane Park.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward a conformed copy of the Board Letter to the Chief Administrative Office, Capital Projects Division and another copy to the Department of Parks and Recreation along with two (2) fully executed, original-ink copies of the Agreement.

Respectfully submitted,

Tim Gallagher
Director

David E. Janssen
Chief Administrative Officer

JB (c:Westside Union School District BdLtr)

Attachment

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