

**MASTER MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND THE \_\_\_\_\_ DISTRICT FOR SCHOOL-SPONSORED RECREATION**

This master memorandum of agreement ("**MOA**" or "**Agreement**") is effective as of \_\_\_\_\_, 2021 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**") and the \_\_\_\_\_, a district organized and existing under the laws of the State of California ("**District**") (collectively, the "Parties").

**RECITALS**

WHEREAS, the County through its Department of Parks and Recreation ("**DPR**") owns, operates, manages, and maintains parks, trails, aquatic and sports facilities, community centers, lands and other real property ("**DPR Property**") for the provision of recreational and community services;

WHEREAS, the District is a special-purpose district that operates local public K-12 schools in Los Angeles County; **[NOTE: MODIFY AS NEEDED FOR PRIVATE SCHOOL, CHARTER SCHOOL, COLLEGE DISTRICT, ETC.]**

WHEREAS, the County owns certain real property located at \_\_\_\_\_, California currently known as \_\_\_\_\_ Park (the "**Park**"). The County owns, operates and maintains the Park and its grounds, consisting of approximately \_\_\_\_\_ (\_\_\_\_) acres developed park and open area; **[NOTE: THIS IS INTENDED FOR SCHOOLS THAT RESERVE RECURRING, SEASONAL USE OF A PARTICULAR PARK OR FACILITY AT THE TIME OF THE EXECUTION OF THIS MOA; DELETE OR MODIFY AS APPROPRIATE]**

WHEREAS, the Board of Supervisors of the County ("**Board**") has authority to let or license the use of its real property to school organizations for the purpose of conducting athletic events participated in by such schools and for public and recreation purposes pursuant to Government Code section 25907;

WHEREAS, on February 23, 2021, the Board approved new fees and revisions to existing parks and recreation fees that do not exceed the cost of service, which are periodically updated;

WHEREAS, pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. District shall be required to submit proof of Board approval or ratification of the agreement before commencing use of County property;

WHEREAS, the District desires to use DPR Property, including the Park, for short-term school-sponsored activities on the terms and conditions set forth herein;

WHEREAS, the County and the District desire to enter into this Master MOA to permit the District and its schools to utilize DPR Property, including the Park, during the term of this Master MOA;

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

1. **Term.** The initial term of this MOA shall be that one year period beginning on the **Effective Date**, unless terminated earlier as provided herein. District shall have the option to request an extension of the term for four additional one-year periods totaling not more than five years subject to the terms of Paragraph 2 below.
2. **Option to Extend.** On or prior to the date which is three (3) months before the term expiration date, provided District shall not then be in Default (as defined herein) under the provisions of this MOA, the District may request to exercise an option to extend this MOA for an additional term of up to four one-years periods by providing written notice to County. If District fails to exercise its option as provided for herein, this MOA shall expire upon the original term expiration date. Upon receipt of a request to extend the term, the County, at its sole discretion, may extend the initial term for the period of the additional term upon the same terms and conditions (however, updated to reflect the County's Insurance and Indemnification requirements at the time of extension as applicable) of this MOA, except that County may elect to modify the rental fees. Should County not approve the extension, or impose an additional or higher fee, County shall notify the District as soon as possible, but no later than one (1) month before the term expiration date.
3. **Permission Granted.** County hereby agrees to allow for use of Use Areas by District and District's schools listed in **Exhibit [ ]** (District Schools) on the terms and conditions set forth herein.
4. **Use Areas.** Area composed of the County-owned Park for the District's recurring use for \_\_\_\_\_ as more specifically described in **Exhibit A** attached hereto and incorporated herein or single-day use any other area of DPR Property approved by DPR on a request-by-request basis. District hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Use Areas, and covenants and agrees never to assail, contest or resist said title.
5. **District Use.** The District shall have the right to use the Use Area as described in **Exhibit A**. The parties shall cooperate to update Exhibit A annually or more frequently, as needed. The District or District Schools may reserve additional single-day use of DPR Property through the DPR online reservation system Activenet. All single-day reservations are subject to availability. DPR in its sole discretion may place conditions and/or restrictions upon District's use of DPR Property. The District agrees that any and all use of DPR Property by District or

District Schools, including recurring use described in Exhibit A and/or single-day use reserved through Activenet, shall be subject to the terms and conditions of this MOA.

6. **Compliance with Law.** District shall, at District's sole cost and expense, comply with all statutes, ordinances, orders and regulations now or hereafter made by any federal, state, county, local or other governmental agency, including the latest public health orders in effect as set forth by the Los Angeles Department of Public Health. If any license, permit or other governmental authorization is required for the lawful use or its own occupancy of DPR Property or any portion of the Park or Use Areas related to District's use, District shall procure and maintain it, at District's sole cost and expense, throughout the term of this MOA.
  
7. **CEQA Compliance.** The proposed use of DPR Property by School District under this MOA is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the common sense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involves the operation of an existing public facility with negligible or no expansion of its existing use or consists of minor leasing of existing facilities.
  
8. **Notices.**

Address for Notices:

District: [DISTRICT CONTACT]

County/DPR: Sean Woods,  
Division Chief of Planning  
Department of Parks and Recreation  
1000 South Fremont Avenue, Unit #40  
Building A-9 West, 3<sup>rd</sup> Floor  
Alhambra, CA 91803  
(626) 588-5345  
swoods@parks.lacounty.gov

or such other place in California as may hereinafter be designated in writing respectively by District or County

Park Site Contacts:

District:

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

Attn: \_\_\_\_\_  
email: \_\_\_\_\_  
phone: \_\_\_\_\_

County:

\_\_\_\_\_ County Park

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

Attn: \_\_\_\_\_  
email: \_\_\_\_\_@parks.lacounty.gov  
phone: \_\_\_\_\_

9. **Consideration.**

County will charge District monthly for the District's use of the Use Area according to the current fee schedule attached hereto and incorporated as **Exhibit B.**

For recurring and single-day use by K-12 schools of the Use Areas for school-sponsored athletic activities, excluding Physical Education classes and aquatics use, District will pay a 25 percent discounted rate offered to Community Partner/Schools according to the current fee schedule as shown in Exhibit B.

In lieu of rental fees for school-sponsored athletic activities, at the sole option of the County, the District may provide the following direct contributions to DPR that are roughly equivalent to the fair market value of the amount of rental fees incurred for District's recurring use of Use Area:

- Funding for Programs and/or Projects
- In-Kind Goods and Services
- Parks and Recreation Facility Maintenance

For all other educational institutions and for K-12 schools other uses\_(e.g., aquatics use, physical education, tournaments, fundraising events, picnics, graduations, etc.) the District and its Schools will pay the full rental fee according to the current fee schedule as shown in Exhibit B.

In addition, school use outside of standard operating park hours and usage of indoor facilities will require an additional charge for staff time based on County's annual salary rates. County may, in its sole discretion, modify use fees so long as the fees do not exceed the costs of service.

**Maintenance.** County shall have no obligation to alter, remodel, improve or repair the Use Areas or improvements within the Use Areas. District and County are each responsible for ensuring that the Use Areas are restored to good, clean condition and ready for change to new active play.

**[USE IF APPLICABLE]**

District is hereby required to provide maintenance services for [NAME OF AREA WITHIN DPR FACILITY (e.g., Baseball Field(s) number ##)] during the [DAYS/TIMES OF RECURRING USE], including, but not limited to, trash pick-up and litter removal as more specifically described in **Exhibit A**.

10. **Advertising Materials, Signs and Publicity.** With the exception of any signs currently located or used on the Use Areas, and any maintenance or replacement thereof, District shall not post any additional signs upon the Use Areas without the Director's or designee's prior written consent. District may place temporary directional signs, as approved by Director or designee, around the Use Areas during the time period of District's Use, so long as all such temporary signage is removed at the end of the business day during regular operations. District shall not promulgate nor cause to be distributed any advertising, or promotional materials referencing the County of Los Angeles Department of Parks and Recreation or any DPR facilities or parks unless prior written approval thereof is obtained from Director or designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts.
11. **Safety.** District shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury during District's use of Use Areas. District shall cooperate fully with the County in the investigation of any injury or death occurring on the Use Areas, including a prompt verbal and written notification to the Director or the designated County representative on-site.
12. **Damage and Destruction.** District shall assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of District's equipment, materials, tools, and vehicles owned hired, leased, or used by District within DPR Property, including within the Park and/or Use Areas, except to the extent that such damage or destruction and loss result from willful misconduct of County. District shall repair or replace, to the satisfaction of County, any and all County property lost, damaged, or destroyed as a result of District's activities and/or use of DPR Property, including the Park and/or Use Areas. Should District fail to

promptly make repairs or replacements to County's satisfaction, County may have these repairs made at District's sole cost and expense.

13. **District Supervision.** District shall provide adult supervision of students at all times when students are present in DPR Property, including in the [Park] and/or Use Areas.
14. **American with Disabilities Act (ADA)** DPR is dedicated to providing people with and without disabilities the opportunity to participate in DPR programs together. The ADA is federal legislation that gives civil rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. District shall be responsible for providing reasonable accommodations for District's students, staff, volunteers, parents and invitees in compliance with all applicable laws and regulations to the extent possible, including the ADA.
15. **Waiver of Liability.** District shall include County in the exculpatory clause on any waiver of liability or release of liability agreement used by District related to its use of DPR Property.
16. **Indemnification.** To the fullest extent permitted by law, District shall indemnify, defend and hold harmless County and its Special Districts, elected and appointed officers, employees, agents, representatives and volunteers ("County Indemnitees") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to: (1) the District's (including its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) use of, or acts, omissions or negligence concerning, the DPR Property including without limitation the Park and/or Use Areas; (2) events at DPR Property organized by District (including such events organized by its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) including without limitation events which encompass multiple schools or school districts; and/or (3) this Agreement, except for any such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. To the extent waivable pursuant to applicable law, the indemnification obligations hereunder shall not be subject to or barred by any statutory immunities, and shall not be limited in any way by a statutory limitation on amount or type of damages. Any legal defense pursuant to District's indemnification obligations under this Paragraph 16 shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in and control any such defense. The terms of this paragraph shall survive the termination or expiration of this Agreement.

17. **Insurance** – During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. District shall purchase commercial insurance to satisfy its insurance requirements herein. District, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement and captive insurance to satisfy the Required Insurance provisions for Workers Compensation and Property Insurance. No insurance shall contain any exclusion for claims based on alleged civil rights violations.

**General Insurance – District Requirements:** Without limiting District’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, District shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Article 17, “General Insurance” and the “Insurance Coverage Requirements – Types and Limits” Sections of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon District pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the District for liabilities which may arise from or relate to this Agreement.

**Evidence of Coverage and Notice to County:** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the District’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing use of DPR Property under this Agreement.

- i. Renewal Certificates shall be provided to County not less than 10 days prior to District's policy expiration dates. County reserves the right to obtain complete, certified copies of the District and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match District’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles Department of Parks and Recreation  
Attention: Sean Woods, Division Chief of Planning  
1000 South Fremont Avenue, Unit #40, Building A-9 West  
Alhambra, California 91803

- iv. District also shall promptly report to County any injury or property damage, accident or incident, including any injury to a District employee occurring on DPR property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to District. District also shall promptly notify County of any third party claim or suit filed against District or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against District and/or County.

**Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under District's General Liability policy with respect to liability arising out of District's use of DPR Property. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the District's acts or omissions, whether such liability is attributable to the District or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

**Failure to Maintain Insurance.** District's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a



material breach of this Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from District resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to District, deduct the premium cost from sums due to District or pursue reimbursement from District.

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

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

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

**Sub-Contractor Insurance Coverage Requirements.** District shall include all Sub-contractors as insureds under District's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. District shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and District as additional insureds on the Sub-Contractor's General Liability policy. District shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

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

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

**Application of Excess Liability Coverage.** County may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies to satisfy the Required Insurance provisions.

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

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

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

**Commercial General Liability** insurance, naming County and its Agents as an additional insured, with limits of not less than the following:

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

- I. Limits required when District uses DPR Property, including the Park, for short-term school-sponsored activities other than pool usage:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 2 million
Each Occurrence:	\$ 2 million
  
- II. Limits required when District’s short-term school-sponsored activities include pool usage:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 5 million
Each Occurrence:	\$ 5 million

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

**Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If District will provide leased employees, or, is an employee leasing or temporary staffing firm

or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to District's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

18. **Licenses/Permits.** The County shall be entitled to issue licenses and/or permits for the temporary use of the Use Areas by community groups, organizations and members of the public, and to charge or waive fees for the use thereof at will; provided, such licenses or permits do not conflict or interfere with District's use as provided in Section 5. District shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Use Areas by County.
19. **District's Default.** District shall be in material default of any of its obligations under this Agreement if District fails to observe and perform District's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to District. Failure to provide written notice of noncompliance of the terms or conditions by County shall not constitute a waiver of the terms or conditions.
20. **County's Remedies.** In the event of any default by District as described in Section 17 above, subject to all applicable laws that may restrict remedies against a school district, including, but not limited to, restrictions within the California Education Code, County's may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.
21. **Independent Status.** This MOA is by and between County and District. It is not

intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and District. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOA. District understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of District pursuant to this MOA.

22. **Notices.** All notices, demands, and communications between District and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or District at the addresses shown in paragraph 6 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 8. Either party may, by notice to the other given pursuant to this Section 20, specify additional or different addresses for notice purposes.
23. **Employees.** All references to the "District" herein are deemed to include the District's employees, agents, contractors, apprentices, volunteers, and anyone allowed under written contract with District to access DPR Property, including the Park and/or Use Areas.
24. **Limitations.** It is expressly understood that in granting the right to use said DPR Property, including the Park and/or Use Areas, no estate or interest in real property is being conveyed to the District, and that the right to use is only a nonexclusive, revocable and unassignable permission to use DPR Property, including the Park and/or Use Areas, in accordance with the terms and conditions of this MOA.
25. **Entire Agreement.** This MOA contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and District.
26. **Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
27. **Amendments.** The terms of this MOA may be amended by the Director or her designee upon mutual agreement of County and District subject to approval or ratification by the Governing Board of the District.
28. **Power and Authority.** The District hereby acknowledges that it has the legal power, right and authority to enter into this Agreement, and to comply with the

provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising District hereby represent that they have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement. In accordance with California Education Code sections 17604 and 81655, this Agreement is not a valid or enforceable obligation unless and until it has been approved or ratified by motion of the Governing Board of the District duly passed and adopted (**See Exhibit C**).

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
30. **PDF Signature as Original.** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this Agreement.
31. **Assignment.** This MOA is personal to the District, and any attempt to assign or transfer same in whole or part without County's prior written consent shall immediately terminate all of District's rights hereunder.
32. **Authority to Stop.** In the event that an authorized representative of County finds that District's activities on DPR Property, including the Park and/or Use Areas, unnecessarily endanger the health or safety of persons on or near said DPR Property, including the Park and/or Use Areas, the representative may require that said activities cease immediately and that District's activities covered by this MOA be immediately suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
33. **Termination.** This Agreement may be terminated at any time without cause for any reason or no reason at all at the option of County or District by giving 30 days' notice of termination. The Agreement may be terminated by the mutual agreement of the Parties at any time, upon terms and conditions agreed to by the Parties.
34. **Restoration of DPR Property.** Upon any termination or expiration of this Agreement, District shall surrender the Use Areas in a neat and clean condition to the satisfaction of County, remove District's property therefrom, and restore the Use Areas to the reasonable satisfaction of County, normal wear and tear excepted. If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Use Areas at the sole expense of District.
35. **Alteration of Premises.** Prior to accessing the Use Area(s), District has examined the Use Area(s) and knows the condition thereof. District accepts the Use Areas in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Use Areas shall become the property of County upon the termination or expiration

of this Agreement.

36. **County Lobbyist Ordinance** District is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
37. **Conflict of Interest**. No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by District or have any other direct or indirect financial interest in this Agreement.
38. **Solicitation of Consideration**. It is improper for any officer, employee or agent of County to solicit consideration, in any form, from a District with the implication, suggestion or statement that the District's provision of consideration may secure more favorable treatment for District in the award of the Agreement or that District's failure to provide such consideration may negatively affect the County's consideration of District's submission. A District shall not offer to or give, either directly or through an intermediary, consideration, in any form, to an officer, employee or agent of County for the purpose of securing favorable treatment with respect to the award of an Agreement. District shall immediately report any attempt by an officer, employee or agent of County to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.
39. **Nondiscrimination**. District and all others who from time to time may use DPR Property, including the Park and/or Use Areas, described herein with the permission of County and on the terms and conditions specified herein shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.
40. **Compliance with the County's Smoking Ban Ordinance**. Smoking shall be prohibited at all parks, except:
  - a. Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and
  - b. Smoking shall be permitted within the Use Areas, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of

the subject DPR park/facility).

41. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** District acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting District's duty under this Agreement to comply with all applicable provisions of law, District warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

42. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

District acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The District further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the County Policy of Equity (CPOE). The District, their employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of District, their employees, or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject District to termination of contractual Agreements as well as civil liability.

43. **Public Records Act**

Any documents submitted by District and all information obtained in connection with this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

44. **Transfer of Title/Park Transfer.** In the event County transfers title of the Park and the licensed Use Areas to a newly-formed or existing governmental agency, this Agreement shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event County transfers title of the Park to a newly-formed or existing governmental agency. In the event County closes the Park this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to District upon any consideration by the County of the possibility of transferring or closing the Park. County shall provide District with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.
45. **Survival of Covenants.** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Agreement.
46. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

**(Signature pages follow)**



**IN WITNESS WHEREOF**, the District, by order of its Governing Board, has caused this Agreement to be duly executed on its behalf, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Director of Parks and Recreation thereof, as of the day, month and year first written above.

\_\_\_\_\_ **DISTRICT**

A district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

By: \_\_\_\_\_  
Administrative Services

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

**Approved as to form:**

By: \_\_\_\_\_  
Real Estate Counsel

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

**COUNTY OF LOS ANGELES**  
Department of Parks and Recreation

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

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

Norma E. García-González  
Director

**APPROVED AS TO FORM:**

RODRIGO A. CASTRO-SILVA  
County Counsel

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

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

Deputy Counsel

## **EXHIBIT C**

### **DOCUMENTATION OF DISTRICT BOARD APPROVAL OR RATIFICATION**