

MOTION BY SUPERVISOR JANICE HAHN

February 27, 2024

Joint Powers Agreement with the Los Angeles Unified School District for continued use of Walnut Nature Park

Walnut Park Elementary School located in the unincorporated community of Walnut Park is a part of the Los Angeles Unified School District (District). The District is also the owner of certain real property at 2642 Olive Street, Walnut Park, CA 90255 known as Walnut Nature Park (Park) and identified as County Assessor’s Parcel Numbers 6201-038-907, -924, -938, 6202-003-900 through -913, 6202-004-900 through -916. The Park is on District property but is currently managed and maintained by the Los Angeles County Department of Parks and Recreation (DPR). The original Walnut Nature Park development was the first Joint Use Agreement (JUA) for use of District property, allowing public use of school property for public park purposes. This JUA was the first for the District and has been a model and template for future JUAs.

Home to about 16,000 residents, Walnut Park is one of the most park poor communities in Los Angeles County. According to the 2016 Countywide Parks Needs Assessment, it only had 0.1 acre of parkland per 1,000 residents, significantly below the countywide average of 3.3 acres per 1,000 residents. Only about 40 percent of Walnut

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Park residents live within walking distance of a park. Walnut Park residents have long relied heavily upon Walnut Nature Park as a community resource and destination for recreation and respite. As such, there remains a great need for Walnut Nature Park and the unique amenities and recreational programming it offers to continue.

The Park was originally constructed in 1999 under a twenty (20) year Community Recreation Cooperative Agreement (Agreement) between the District, DPR and the Santa Monica Mountains Conservancy (SMMC). SMMC as project manager and recipient of original construction grant funds, with Mountain Recreation Conservancy Authority, (MRCA) as a subgrantee. The Agreement provided DPR's operation guidelines (use times, operations and maintenance, utility responsibilities and improvement plan procedures), until its expiration in December of 2017.

Upon expiration of Agreement, DPR and the District then reached an agreement to extend the Agreement for an additional five (5) year term concurrent with the elimination of SMMC/MRCA as a partner to the Agreement.

Today DPR, has partnerships with over 600 schools to provide students access to a myriad of outdoor and nature education and recreational programming at 183 LA County Parks and several nature centers and natural areas, gardens and arboretums and trails. Currently, DPR has eleven (11) joint use projects. Recently in the Fourth District, DPR celebrated joint uses to build aquatic centers with Whittier Union Unified School District completed in 2022 and Hacienda La Puente Unified School District currently under construction.

DPR and the District would like to continue their successful partnership by entering into a new Joint Powers Agreement (JPA) for operation and maintenance of the Park for

a ten (10) -year term, with an additional option for a five (5) year extension. DPR will continue to offer after school and summer Every Body Plays drop-in programming, cultural programs (i.e., Pride at the park, Hispanic heritage, Black history, Parks at sunset, and Asian American Pacific Islander), and community cohesion events.

Program expansion includes the use of the schools sports fields for new sports programming along with specialty classes for persons of all ages programming on Saturdays and weekday evenings designed to promote physical activity and well-being. As a stipulation of the new JPA, the District has put forth the following new requirements:

1. DPR staff to be present at all times when the Park is open to the public for the use of the Park and for its programming. DPR shall be required to open, close, lock and unlock, and secure the entrance gates at the Park during DPR's designated use periods.
2. DPR will also be required to provide operation and maintenance of all park amenities, including the Nature Park and Joint Use area which includes the restroom facilities, play area, multipurpose field, landscaping, and irrigation.
3. Both the District and DPR will form a collaborative working committee (Park Committee), to discuss programming for the Park Areas, agree upon the scheduling of the Park, and review the adequacy of the operational and maintenance responsibilities of each party. The Park Committee shall, at a minimum, be comprised of at least two (2) representatives of the School (one of whom may, but is not required to be, the principal of the School), and at least two (2) representatives of DPR.

Based on these requirements, DPR has submitted a New Facilities Request (NFR) as part of the 2024-25 budget to uphold the new obligations mandated in the new JPA. In order to prevent park closure in the interim, Supervisor Hahn has agreed to provide one-year discretionary funding through June 30, 2024 to support the requirements of the JUA. Per State CEQA Guidelines, the JPA Agreement is exempt from CEQA per Section 15601.

I, THEREFORE, MOVE that the Board of Supervisors:

- 1) Find that the Agreement is exempt from CEQA in accordance with 15061 (b) 3 in that the action is not a project under CEQA, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment;
- 2) Authorize the Director of the Los Angeles County Department of Parks and Recreation (Parks), or her designee, to negotiate and execute the Joint Powers Agreement, for a period of up to ten (10) years, as needed, with an additional option for a five (5) year extension, approved as to form by County Counsel consistent with the terms set forth in Exhibit "A," and authorize the Director of Parks, or her designee to take all further actions necessary and appropriate to implement the terms and conditions of the Agreements;
- 3) Authorize the Director of the Los Angeles County Department of Parks and Recreation (DPR), or her designee, to negotiate and execute any other ancillary documentation or amendments, approved as to form by County Counsel, to renew or extend the terms and conditions of the JPA.

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**JOINT POWERS AGREEMENT
BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT (“DISTRICT”)
AND
THE COUNTY OF LOS ANGELES (“COUNTY”)**

This **JOINT POWERS AGREEMENT** (“**Agreement**”) is made and entered into by and between the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California (“**DISTRICT**”) and **THE COUNTY OF LOS ANGELES**, a public body corporate and politic, (“**COUNTY**”), as of the date more particularly described on the signature page hereof.

W I T N E S S E T H:

WHEREAS, DISTRICT owns, operates, and maintains that property located at 2642 Olive Street, Huntington Park, CA, 90255 in the unincorporated community of Walnut Park, currently known as Walnut Park Elementary School, as depicted on **Exhibit “A”** of the site plan attached hereto and incorporated herein (the “**School**”).

WHEREAS, in 1997, the COUNTY agreed to provide grant funds to the Santa Monica Mountains Conservancy, an agency of the State of California (“**Conservancy**”), and the Mountains Recreation and Conservation Authority, the operating arm of the Santa Monica Mountains Conservancy (“**MRCA**”), to make improvements to the School and an adjacent DISTRICT-owned property at the southwest corner of the School along Broadway and Pacific Boulevard (the “**Nature Park**”) and to provide community access to the Park Areas, as defined below, after-school hours and on weekends.

WHEREAS, the improvements, completed on or around 1999, in the Nature Park included, among other things, the installation of a play area, outdoor classroom amphitheater, restrooms, a decomposed granite (“**DG**”) walking/running path, planting of trees and gardens, fencing and gates to allow School and public access, to the Nature Park as well as the development of a multi-purpose field and related irrigations systems, the installation of restrooms, a DG walking path, the planting of trees, shrubs and the installation of related fencing and gates for public access at the School (“**School Improvements**”).

WHEREAS, the School Improvements, as well as the blacktop area on the School including the basketball courts and handball walls (“**Hardcourts**”) constitute the “**School Recreational Areas**” (School Recreational Areas and Nature Park shall collectively be referred to as the “**Park Areas**”) as depicted on **Exhibit “B”** of the site plan attached hereto and incorporated herein.

WHEREAS, DISTRICT, the COUNTY, and the Conservancy, having found that it would be in the public interest, economically and practically to cooperate with each other in regard to the operation and maintenance of the Park Areas, DISTRICT and COUNTY entered into a Community Recreation and Cooperative Agreement on December 23, 1997 (“**Cooperative Agreement**”) for an initial term of twenty (20) years, and the option to extend the term for five (5)

years. Prior to the expiration of the Cooperative Agreement on December 2017, the COUNTY informed the DISTRICT that the Conservancy did not want to continue to be a party to the Cooperative Agreement and the COUNTY and DISTRICT agreed to release the Conservancy from any further contractual obligations.

WHEREAS, the COUNTY exercised its option to renew the initial term for an additional five (5) years and the Conservancy was removed as a party from the Cooperative Agreement.

WHEREAS, due to the COUNTY's lack of land and funding, it has limited recreational facilities for community use;

WHEREAS, COUNTY has requested to enter into a Joint Powers Agreement to continue to provide much-needed recreational space and programming that will be made available to the students of the School and the citizens of the community;

WHEREAS, DISTRICT recognizes that entering into a Joint Powers Agreement with COUNTY for use of the Park Areas located at the School will greatly benefit the surrounding population and School community that would otherwise not have access to these programs;

WHEREAS, DISTRICT and COUNTY desire to enter into an agreement for the joint exercise of their governmental powers pursuant to California Government Code section 6500, *et seq.*, for the use, maintenance and operation of the Park Areas based on COUNTY's desire to provide recreational space and programming to the community, including DISTRICT students;

WHEREAS, DISTRICT and COUNTY desire to enter into this Agreement for the purpose of providing the terms and conditions whereby COUNTY, and its agents, employees, guests, and invitees, including members of the public enrolled in special COUNTY-run programming and permitted recreational activities contemplated herein (collectively, the "COUNTY Parties") may use the Park Areas during COUNTY's Use Period described herein; and

WHEREAS, COUNTY and DISTRICT desire to share the use, supervision, maintenance, and liability for the Park Areas as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. WALNUT PARK; JOINT POWERS; CONSIDERATION

(a) Walnut Park. The term "Park Areas" and "Walnut Park" shall mean the Nature Park and the School Recreational Areas, as those terms are defined above, as developed on the School.

(b) Joint Powers. DISTRICT and COUNTY desire to enter into an agreement for the joint exercise of their governmental powers pursuant to California Government Code section 6500, *et seq.*, to provide recreational space and opportunities and in so doing, provide for the use, maintenance and operation of Walnut Park for the benefit of the community including students of the School. COUNTY and DISTRICT have mutually determined that such use is

appropriate to meet the social needs of the population of the County of Los Angeles and it is appropriate to provide community services and amenities. COUNTY and DISTRICT desire to enter into the JPA in order to jointly exercise their respective power to provide recreational space and opportunities for residents including the students and community of the School.

(c) Consideration. In consideration of the promises, covenants and conditions contained in this Agreement, DISTRICT shall permit COUNTY to operate Walnut Park when School is not using the Park Areas and/or School Recreational Areas and COUNTY shall permit DISTRICT to use the Park Areas during the County's Use Period.

(1) In order to use the Park Areas under this Agreement, COUNTY, at its sole cost and expense, shall: (i) institute and operate COUNTY-run programs or recreational activities that can be conducted safely for individuals in the community and students of the School ("**Recreational Program**") and without property damage or destruction of the Park Areas; and (ii) maintain, repair and/or improve the School Improvements and Nature Park in a good, safe and sanitary condition subject to the prior review and approval by DISTRICT and in accordance with DISTRICT requirements.

(2) DISTRICT, at its sole cost and expense, shall: (i) maintain the Hardcourts in a manner similar to other schools operated by DISTRICT; and (ii) pay for all electricity, water, sewer, and trash disposal services ("**Services**") for the Park Areas because the Park Areas are not separately metered. COUNTY understands and agrees that DISTRICT's agreement to pay for the foregoing Services shall not impose liability on DISTRICT in the event a Service is not provided by the service provider unless lack of Services arises from DISTRICT's nonpayment for the Park Areas.

2. TERM

The term of this Agreement (the "**Term**") shall commence on the date of full execution of this Agreement ("**Execution Date**") subject to the satisfaction of the condition precedent and shall expire after five (5) years, or upon the earlier termination of this Agreement pursuant to the terms herein ("**Termination Date**"); provided, that there shall be one (1) option to extend the Term for an additional five (5) years upon the mutual agreement of COUNTY and DISTRICT and such other or modified terms and conditions of this Agreement, if applicable.

(a) As a condition precedent to the commencement of the COUNTY's use of Walnut Park, COUNTY shall seek Board of Supervisor approval to allocate funds to operate Walnut Park and provide the Recreational Program, as defined above, and comply with this Agreement. (b) As a condition subsequent, COUNTY shall observe the above condition precedent in subsection (a) prior to the anniversary date of this Agreement for each year of the Term.

In the event that the COUNTY does not allocate annual funding or does not operate Walnut Park, COUNTY, at its sole cost and expense, shall secure the exterior gates for Walnut Park and ensure public use of Walnut Park is not occurring. COUNTY shall immediately inform DISTRICT of the lack of funding or operation of Walnut Park. COUNTY, at its sole cost and expense, shall continue to maintain and secure Walnut Park so long as this Agreement is in effect; provided that upon termination of this Agreement, COUNTY shall no longer have any rights or obligations under

this Agreement. COUNTY agrees DISTRICT shall have no obligation to make Walnut Park available to the public.

If, after commencement of the Term, COUNTY determines at any time that it will not continue to have funding for the Recreational Program and to operate Walnut Park, COUNTY or DISTRICT shall have the right to terminate this Agreement with sixty (60) days advance, written notice to the other party. If COUNTY does not operate Walnut Park as required under this Agreement for any reason during the Term, then the DISTRICT shall have the right, but not the obligation, to take possession of and exclusively use Walnut Park during COUNTY's Use Period upon delivery of written notice to COUNTY. COUNTY, at its sole cost and expense, shall continue to have the obligation to maintain Walnut Park because such obligation is part of the consideration for this Agreement until this Agreement is terminated; provided that if DISTRICT operates or maintains Walnut Park and incurs any costs or expenses for duties and obligations that COUNTY is required to perform under this Agreement, COUNTY agrees to reimburse DISTRICT and deliver a check within thirty (30) days of the date of the delivery of DISTRICT's invoice. Notwithstanding, if COUNTY is not operating Walnut Park in accordance with this Agreement, COUNTY shall have the right, but not the obligation, to elect to resume operating Walnut Park at any time prior to the termination of the Agreement or prior to DISTRICT taking possession of the Park Areas during COUNTY's Use Period if within sixty (60) days of DISTRICT's notice of possession COUNTY delivers to DISTRICT written notice of such election and a schedule acceptable to DISTRICT as to when COUNTY will resume operating Walnut Park and such schedule and terms and conditions arising from such schedule shall be contained in a written agreement executed by COUNTY and DISTRICT.

Notwithstanding any of the foregoing or any provision contained in this Agreement, either party may terminate this Agreement upon delivery of ninety (90) days written notice to the other party. Upon termination of this Agreement, the Park Areas shall no longer be accessible to the public.

3. USE OF THE PARK AREAS

(a) Park Areas. The Park Areas shall be used as what is commonly and generally recognized by COUNTY and DISTRICT as being appropriate for the specific facility or improvement; provided that if COUNTY and DISTRICT cannot agree as to the appropriate use or any condition or restriction that may apply to such use, DISTRICT shall have final decision because it is DISTRICT property. **Exhibit "D"**, attached hereto and incorporated herein, shall set forth some, but not all, of the appropriate use that may occur. The Park Areas shall not be used in a manner that will increase the risk of injury or death to any person or damage or destruction of property and as prohibited in this Agreement. DISTRICT shall reserve the right to decline a use or impose conditions or restrictions pertaining to such use. All Park Areas shall be available for COUNTY's use during COUNTY's Use Period as defined below. Supervision shall be provided by COUNTY, at its sole cost and expense, at all times during COUNTY's Use Period to reduce, among other things, the risk of injury and/or vandalism. COUNTY shall have a minimum of at least one (1) adult employee on-site to supervise the use of Walnut Park and such other personnel that County may deem appropriate for supervision; provided, that COUNTY may retain a vendor

to provide such supervision so long as COUNTY’s vendor complies with this Agreement and COUNTY remains solely responsible for the supervision and appropriate conduct of its vendor.

(b) Prohibited Use of the Park Areas. Notwithstanding the general scope of the permitted use of the Park Areas, the Park Areas shall not be used for (i) any activity that would not qualify for the issuance of a Civic Center Permit by DISTRICT, as listed in **Exhibit “D”**, or issuance of a facility use permit by COUNTY; (ii) any activity that is a risk of injury or death to any person, damage or destruction of any property, or increases the cost of operation or maintenance of the Park Areas; (iii) any commercial activity or other activity involving the sale or purchase of goods or services; or, (iii) the payment of admission or a donation; except for reasonable fees charged by COUNTY or DISTRICT to cover its direct costs in making the Park Areas available or in providing the recreational or other applicable program, subject to the terms of this Agreement.

(c) Use Period. There shall be three (3) recognized categories of use periods for the Park Areas: (i) DISTRICT’s Use Period; (ii) COUNTY’s Use Period; and (iii) No Use Period (which shall be all times other than DISTRICT’s Use Period and COUNTY’s Use Period), (collectively “**Use Periods**”), as follows:

<p>DISTRICT’s Use Period:</p> <p>Nature Park:</p> <p>School Recreational Areas:</p>	<p>7:00 am – 3:30 pm during “Regular School Days” as hereinafter defined.</p> <p>7:00 am – 5:00 pm, during Regular School Days; and</p> <p>7:00 am – 3:30 pm during “Summer” as hereinafter defined</p> <p>“Regular School Days” are those days on which School is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year.</p> <p>“Summer” shall be the period commencing on the first day after the traditional school year at the School ends in June, and ending on the day immediately preceding the first day the traditional school year at the School begins in August or September of each year (only after Summer school session is dismissed, if applicable), as adopted by the Board of Education of the City of Los Angeles for each school year.</p>
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<p>COUNTY's Use Period:</p> <p>Nature Park:</p> <p>School Recreational Areas:</p>	<p>3:30 pm – 10:00 pm, on Regular School Days; 7:00 am – 10:00 pm Saturdays and Sundays, holidays, and vacation periods.</p> <p>5:00 pm – 10:00 pm on Regular School Days; 7:00 am – 10:00 pm Saturdays, Sundays, holidays, and vacation periods, subject to summer programming at the School</p> <p>If the School is in session during the Summer, hours shall be limited to 3:30 – 10:00 pm</p>
<p>No Use Period:</p>	<p>The Park Areas shall not be available for use by either party on any day between the hours of 10:01 p.m. and 6:59 a.m..</p>

COUNTY and DISTRICT agree that the Park Areas shall be available for use during the time periods set forth above during each day of the week subject to DISTRICT's Use Period. If the COUNTY does not desire to provide programming during any time of the COUNTY's Use Period, COUNTY shall so notify DISTRICT in writing. During this time, COUNTY understands that the Park Areas shall not be made available to the public. COUNTY will continue to remain responsible and liable for the Park Areas during its use period, including, but not limited to, providing maintenance. DISTRICT shall have exclusive use of the Park Areas during those times following receipt of COUNTY's notice. Any changes to the Use Periods will require an amendment signed by the parties.

COUNTY acknowledges that DISTRICT is operating a school and that there will be occasions when DISTRICT will require the use of all or a part of the Park Areas for School activities including, but not limited to, fundraisers or parent activities, and other events outside of the DISTRICT's Use Period. At least fifteen (15) days prior to the commencement of each School semester DISTRICT shall provide COUNTY with a written list of School events that will occur during the following semester and those identified School events or activities shall be permitted to occur, regardless of whether the event or activity will occur during, or otherwise affects, the COUNTY's Use Period. DISTRICT, in good faith, agrees to use reasonable effort to schedule its events within DISTRICT's Use Period. COUNTY agrees that School events and activities shall take priority in the use of the Park Areas and be allowed to occur so long as the School has provided a minimum fifteen (15) days' prior written notice to COUNTY; COUNTY shall adjust or cancel events, at COUNTY's discretion, scheduled during COUNTY's Use Period accordingly. If DISTRICT is unable to provide COUNTY with the minimum fifteen (15) days' prior written notice of DISTRICT use, DISTRICT and COUNTY, in good faith, will negotiate and mutually agree on whether the event can be accommodated during COUNTY's Use Period. In the interest of safety, if a School event or activity is a priority use and COUNTY elects to exercise its use rights when such event or activity occurs, COUNTY, at its sole cost and expense, shall provide supervision and implement measures to ensure that its users will not intermingle with the School students.

Notwithstanding any provision contained herein, in the event of an emergency or if DISTRICT determines it is in the best interest for the safety of students and/or the public or to preserve or minimize damage or repairs to the Park Areas, DISTRICT may prohibit access to or the use of the Park Areas by providing written notice to COUNTY; provided, further, that DISTRICT may elect to terminate this Agreement upon delivery of written notice to COUNTY. To the extent possible DISTRICT shall provide to COUNTY a minimum of thirty (30) days written notice but DISTRICT shall not be obligated to provide said thirty (30) days' notice if the situation does not allow for that many days' notice. The term "emergency" shall broadly mean any sudden, urgent or unexpected incident or occurrence requiring an immediate or quick action to minimize the risk of personal injury, death, or damage or destruction of property.

(d) Staffing. COUNTY and DISTRICT agree that responsibility to provide staff to supervise the use of the Park Areas shall be as follows:

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

(2) COUNTY's Use Period. During COUNTY's Use Period, COUNTY, at its sole cost and expense, shall provide, or contract with an independent entity to provide, reasonable staffing to provide supervision for the use of the Park Areas and for its Recreational Program. COUNTY shall be prohibited from and shall not allow person(s), organization(s), or entity(ies) other than COUNTY staff, volunteers, and agents to operate programs in the Park Areas during the COUNTY's Use Period without prior written approval of DISTRICT.

COUNTY, at its sole cost and expense, shall provide adequate security, safety, and supervision for the use of the Park Areas at all times during COUNTY's Use Period, to ensure the safety of COUNTY's Parties, and to ensure that the Park Areas are not vandalized, damaged, or destroyed during COUNTY's Use Period.

In the event COUNTY does not, in DISTRICT's reasonable discretion, provide for adequate staffing to secure and supervise the Park Areas, DISTRICT may provide notice to COUNTY, and COUNTY shall have one (1) business day to cure such inadequate staffing, supervision or security issues. In the event COUNTY does not cure such inadequate staffing, supervision, or security issues within such one (1) business day period, DISTRICT may temporarily suspend use of the Park Areas until a reasonable plan of staffing, supervision or security has been approved by DISTRICT and implemented by COUNTY.

(e) Securing the Park Areas. DISTRICT shall be solely responsible for opening, closing, locking, and unlocking, and securing the entrance gates and the Park Areas for DISTRICT's Use Period. COUNTY shall be solely responsible for opening, closing, locking and unlocking, and securing the entrance gates at the Park Areas for COUNTY's Use Period.

(f) Clean and Sanitary Condition. At the end of each party's Use Period, each party shall visually inspect the Park Areas and pick up trash and debris so that Walnut Park is in a clean and sanitary condition at all times.

DISTRICT shall pick up trash and debris prior to the commencement of District's Use Period, if necessary, and the cost to perform such cleaning shall be reimbursed to DISTRICT by COUNTY (to the extent such unclean and, or unsanitary conditions occurred during or arose during COUNTY's use of the Park Areas); provided, that such cost to put the Park Areas in a clean and sanitary condition shall be actual costs incurred, including all applicable labor, material and administrative costs.

4. MAINTENANCE

(a) General Maintenance of the Hardcourts. DISTRICT, at its sole cost and expense, shall be solely responsible for the general maintenance of the Hardcourts located in the School Recreational Areas arising from the reasonable use of the Hardcourts and such maintenance shall be in accordance with DISTRICT standards for a school facility. Nothing contained in this Section 5 shall be deemed to nullify the parties' obligation to visually inspect the Park Areas after its respective Use Period and pickup and dispose of trash and debris. DISTRICT's "**General Maintenance**" shall be limited to the following:

(1) Provision of custodial/janitorial services through the School's maintenance staff as such services would normally be provided for the Hardcourts as if such improvements were solely used by the School; and

(2) Perform maintenance activities for the Hardcourts (such as, but not limited to, deep cleaning) that normally occurs throughout the year in accordance with DISTRICT's policies.

(b) General Maintenance, Repair and/or Replacement of Nature Park and the School Improvements. COUNTY, at its sole cost and expense, shall be solely responsible for performing general maintenance, repair and/or replacement work ("**MRR Work**") arising from the reasonable use, and normal wear and tear of the Nature Park and COUNTY shall be solely responsible for performing MRR Work arising from the reasonable use, and normal wear and tear of the School Improvements. MRR Work shall be in accordance with DISTRICT standards and shall include, but not be limited to, mowing the multi-purpose field, maintaining plant material, trees, shrubs, the collection of debris from these activities, the repair and maintenance of the play area, restrooms facilities, irrigation systems, and the removal of any graffiti, including but not limited to restrooms and all furniture. DISTRICT requires the COUNTY to remove all types of graffiti as soon as possible. "Graffiti" refers to any writing, printing, symbol, figure, design, or other material written, sprayed, painted, or otherwise applied to any exterior surface of the Nature Park, wall, fence, sidewalk, curb or other permanent structure without the authority or consent of DISTRICT. If graffiti contains language or imagery that depicts hate, racial discrimination, profanity, vulgarity, gang-related content or if it mentions a staff member by name, COUNTY shall within twenty-four (24) hours of such graffiti being reported to County either block or appropriately paint over such graffiti with paint color. Blocking or painting shall use any paint approved by DISTRICT, as specified in the DISTRICT's approved "Chemical Products List."

Notwithstanding any provision of this Agreement, COUNTY understands that DISTRICT maintains a Chemical Products List specifying products which have been reviewed and determined safe for use at DISTRICT facilities. Chemical products may not be used in DISTRICT facilities unless they are included in the approved list which can be found here: <https://achieve.lausd.net/oehschemeval>

In the event any condition of the Nature Park and/or School Improvements is not consistent with DISTRICT standards, DISTRICT shall provide to COUNTY a fifteen (15) days' notice to cure, which notice may be provided verbally to COUNTY so long as such notice is followed by written notice including electronic mail. Appropriate and timely performance of MRR Work is integral to the good, safe, and sanitary condition of the Nature Park and School Improvements for use by the public which is why verbal notice is appropriate. If COUNTY has not commenced appropriate MRR Work for the Nature Park and/or School Improvements to render said property in a good, safe, and sanitary condition for public use, DISTRICT may, but shall not be obligated to, suspend use of the Nature Park and/or School Improvements until COUNTY performs the MRR Work or perform the MRR Work that DISTRICT deems appropriate and COUNTY shall reimburse DISTRICT for its incurred costs and expenses including DISTRICT's manpower.

5. DAMAGE AND DESTRUCTION

(a) School Improvements and Nature Park. Except for damage or destruction caused by DISTRICT's sole negligence, COUNTY agrees to repair or replace at its sole cost and expense any damage or destruction of the School Improvements and Nature Park. However, in the event that a majority of the Park Areas are destroyed by natural disaster, the COUNTY or DISTRICT may choose to terminate this Agreement with sixty (60) days' notice.

(b) Hardcourts. Except for damage or destruction caused by COUNTY's sole negligence, the cost of the repair of any such damage or destruction to be borne by COUNTY, DISTRICT agrees to repair or replace at its sole cost and expense any damage or destruction of the Hardcourts, consistent with DISTRICT standards. However, in the event that a majority of the Hardcourts are destroyed by natural disaster, the COUNTY or DISTRICT may choose to terminate this Agreement with sixty (60) days' notice.

6. HAZARDOUS MATERIALS

(a) Definitions. As used in this Agreement, the following definitions shall apply: “**Environmental Laws**” shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or environmental evaluations of potential school sites or educational facilities, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, the Hazardous Substance Account Act, California Health and Safety Code § 25300, *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code § 25100, *et seq.*, the Medical Waste Management Act,

California Health and Safety Code § 25015, *et seq.*, and the Porter-Cologne Water Quality Control Act, California Water Code § 13000, *et seq.*, California Education Code § 17210, *et seq.*, and California Code of Regulations, Title 5 § 14010, *et seq.* “**Hazardous Materials**” shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes, but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, air, surface water or groundwater.

(b) COUNTY Covenants. COUNTY covenants that it shall not (i) transport, use, store, maintain, generate, manufacture, or handle, nor permit to be transported, used, stored, maintained, generated, manufactured, or handled, any Hazardous Materials over, beneath, in or upon the Park Areas except in a manner consistent with the normal and customary construction and operation of typical public school facilities and with all applicable Environmental Laws or (ii) cause, nor permit to be caused, the Release of any Hazardous Materials over, beneath, in or upon the Park Areas except in a manner consistent with the normal and customary construction and operation of typical COUNTY facilities and with all applicable Environmental Laws. COUNTY shall not cause, nor permit, the maintenance of vehicles in any parking spaces in the Park Areas, and COUNTY shall, during its use, not cause or permit the DISTRICT to be in violation of any applicable Environmental Laws. In the event COUNTY becomes aware of a Release of Hazardous Materials over, beneath, in or upon the Park Areas occurs, during COUNTY’s Use Period, COUNTY shall immediately give written notice of such Release to DISTRICT.

(c) Hazardous Materials Claims. Each party shall immediately advise the other party in writing of: (i) any notices received by such party (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Environmental Laws occurring on or about the School; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws; (iii) any and all claims made or threatened by any third party against any party or the School relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (c)(i), (c)(ii) and (c)(iii) above are hereinafter referred to as “**Hazardous Materials Claims**”); and (iv) any party’s discovery of any occurrence or condition on any real property adjoining or in the vicinity of the School that could have a reasonable likelihood to cause the School or any part thereof to be subject to any Hazardous Materials Claims. DISTRICT shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

(d) Indemnity by COUNTY. The COUNTY shall not be liable for any clean of any Hazardous Materials at the Park Areas if such Hazardous Materials were located on, at, or in the Park Areas prior to the Cooperative Agreement and were unknown and not reasonably able to

be known by surface inspection at the commencement of the Cooperative Agreement. COUNTY shall be solely responsible for, and shall indemnify, protect, defend (with counsel reasonably acceptable to DISTRICT) and hold harmless the DISTRICT Indemnitees (as hereinafter defined in Section 15 hereof), together with all DISTRICT officers, directors, board members, employees, and agents, from and against, any and all claims, demands, lawsuits, losses, damages, obligations, liabilities, fines, penalties, actions, causes of action, charges, judgments, costs and/or expenses (including all reasonable attorneys' fees and court costs) (collectively, "**Losses**") of any nature whatsoever, directly arising out of or attributable to the COUNTY's use, generation, storage, Release, threatened Release, discharge, disposal, transportation, maintenance, manufacturing, or handling of Hazardous Materials in, on, under or derived from the Park Areas in violation of applicable law including, without limitation: (i) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property; (ii) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including reasonable fees of attorneys' and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; (iii) any and all other claims for expenses or obligations, including reasonable attorneys' fees, costs, and other expenses; (iv) any and all penalties threatened, sought or imposed on account of a violation of any Environmental Law; and (v) all reasonable fees of any consultants, attorneys and engineering firms retained in connection with monitoring the Hazardous Materials; provided, however, that the foregoing indemnity shall not cover any Losses to the extent arising from the gross negligence or willful misconduct of DISTRICT or arising from any Hazardous Materials existing or present over, beneath, in or upon the Park Areas during any time period preceding or following each COUNTY's Use Period.

(e) Removal of Hazardous Materials. Except for any Hazardous Materials generated, stored, Released, discharged, disposed of, transported or manufactured on the site by DISTRICT, COUNTY, at its sole cost and expense, shall promptly, with due care, in a safe manner and in accordance with all applicable laws, detain the spread of, ameliorate and remove from the Park Areas or migrating from the Park Areas any Hazardous Materials contamination located in, on or beneath the Park Areas in violation of applicable law and shall monitor or cause to be monitored the levels of Hazardous Materials in, on, under or derived from the Park Areas or in the ground water in accordance with the terms and procedures required by any federal, state or local governmental agency having jurisdiction including, without limitation, any Regional Water Quality Control Board, the DTSC and the Environmental Protection Agency. Such clean-up and removal work shall be subject to DISTRICT's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by DISTRICT. If COUNTY shall fail to comply with the provisions of this Section 8(f) within thirty (30) days after written notice by DISTRICT, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, DISTRICT may (but shall not be obligated to) arrange for such compliance directly or as COUNTY's agent through contractors or other parties selected by DISTRICT, at COUNTY's expense (without limiting DISTRICT's other remedies under this Agreement or applicable law), and DISTRICT shall have access to the Park Areas in connection therewith.

7. CALIFORNIA CODE

The provisions of this Agreement constitute an express agreement between DISTRICT and COUNTY with respect to any and all damage to, or destruction of, all or any part of the Park Areas, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the Park Areas.

8. PARK COMMITTEE/COUNTY AUTHORITY

DISTRICT and COUNTY shall form a collaborative working committee (“**Park Committee**”), to discuss programming for the Park Areas, agree upon the scheduling of the Park Areas, and review the adequacy of the operational and maintenance responsibilities of each party. The Park Committee shall, at a minimum, be comprised of at least two (2) representatives of the School (one of whom may, but is not required to, be the principal of the School), and at least two (2) representatives of COUNTY; none of such committee members shall have any conflicts of interest or be active with any competing entity. Each member of the Park Committee shall be a “**Representative**.” If the parties do not otherwise designate their respective Representatives prior to, initially May 1, 2024, and every year thereafter on June 1st for the remainder of the Term, each party shall provide the other with an executed statement designating its Representatives at least three (3) business days prior to the first meeting of the Park Committee. DISTRICT and COUNTY reserve their rights to designate successor Representatives, in their sole and absolute discretion, by written notice to the other, at any time during the Term of this Agreement. Each Representative shall devote such time to the Park Committee as is reasonably necessary to conduct the business of the Park Committee and to carry out their duties hereunder. The Park Committee shall meet at least once every six (6) months during the Term of this Agreement and shall review the School calendar together with past and proposed activity schedules with respect to the Park Areas with the goal of making such adjustments to scheduling or responsibilities as the Park Committee may deem reasonably necessary. In the event that the Park Committee cannot agree, the Park Committee shall report the specific issue to DISTRICT’s Director of Real Estate and Business Development and to the County Manager of COUNTY for further discussion and resolution. Except for the foregoing, the City Manager of COUNTY (or his or her duly authorized designee(s)) shall be the sole representative of COUNTY authorized to act for COUNTY in connection with this Agreement.

9. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the School and/or the School’s underlying real property, nothing in this Agreement is intended to give COUNTY any rights to use any other facilities and real property of the School, which are not identified as part of the Park Areas as described on **Exhibit “B”**.

10. NO TRANSFER

Neither party shall have the right to assign, sublease, license or otherwise transfer any or all of its interests in or obligations under this Agreement to any third party except as follows:

(a) DISTRICT. DISTRICT shall be permitted to allow the students and user groups of the School to use Walnut Park during any DISTRICT's Use Period and for the purposes DISTRICT is permitted to use the same under this Agreement. DISTRICT shall be permitted to grant such use in accordance with applicable laws and DISTRICT policies on terms and conditions consistent with this Agreement. The organizations to which DISTRICT grants a permit to use Walnut Park shall be collectively referred to herein as the "**DISTRICT Permittees**" and permits that may be issued hereunder by DISTRICT-to-DISTRICT Permittees are referred to herein as the "**DISTRICT Permits.**" No DISTRICT Permittee shall be considered a third-party beneficiary of this Agreement. Nothing in this Agreement shall prohibit COUNTY from applying for use of the Park Areas, the School, or any other DISTRICT facility available for use subject to California Education Code.

(b) COUNTY. COUNTY shall be required to transfer any unused portion of hours during the COUNTY's Use Period to DISTRICT for purposes of granting permits or other agreements pursuant to California Education Code and DISTRICT policies.

11. INSURANCE

On an annual basis, and prior to the commencement of COUNTY's Use Period, COUNTY shall provide and keep in force insurance that meets the standards per Exhibit "C" attached hereto and incorporated herein. Such insurance to remain in full force and effect until the end of the Term of this Agreement. The Commercial General Liability Policy, Abuse coverage and the Commercial Automobile Policy must contain an Additional Insured Endorsement wording of:

LOS ANGELES UNIFIED SCHOOL DISTRICT & THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES

333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017

COUNTY, 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, as defined in Exhibit "C" for General Insurance, Workers Compensation, and Property Insurance; provided, that COUNTY shall deliver to DISTRICT a statement of its self-insurance that is acceptable to DISTRICT. DISTRICT shall have the right to review and adjust insurance requirements and COUNTY agrees to provide to DISTRICT acceptable evidence of satisfaction of insurance requirements within ten (10) business days of DISTRICT's notice to COUNTY.

12. INDEMNIFICATIONS

COUNTY agrees to indemnify, defend, and save harmless DISTRICT, its agents, officers and employees ("**DISTRICT Indemnites**") 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, property damage, or Workers' Compensation suits, arising from or connected with the operations or services of the COUNTY or performed on behalf of COUNTY by any person under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its trustees, officers, agents or employees.

DISTRICT agrees to indemnify, defend, and save harmless COUNTY, its agents, officers and employees ("**COUNTY Indemnitees**") 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, property damage, or Workers' Compensation suits arising from or connected with the operations or services of the DISTRICT or performed on behalf of DISTRICT by any person under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents or employees.

13. COUNTY'S DEFAULT; DISTRICT REMEDIES

(a) COUNTY's Default. COUNTY shall be in material default of any of its obligations under this Agreement if COUNTY fails to observe and perform COUNTY's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to COUNTY. Failure to provide written notice of noncompliance of the terms or conditions by DISTRICT shall not constitute a waiver of the terms or conditions.

(b) DISTRICT's Remedies. In the event of any default by COUNTY as described in Section 13(a) above, subject to all applicable laws that may restrict remedies against a body corporate and politic, including, but not limited to, restrictions within the California Government Code, DISTRICT may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.

14. NOTICES

Any executed copies of this Agreement and all related documents may be executed and delivered by mail or e-mail transmission. The recipient of said transmission shall consider such delivery to constitute delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by e-mail transmission shall be true and correct copy of the original document. All parties hereby agree that, when delivery of a document is affected by e-mail transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT:

Los Angeles Unified School District
333 So. Beaudry Ave., 23rd Floor
Los Angeles, CA 90017
Attn: Director of Real Estate and Business Development
Phone: (213) 241-6457
E-mail: albert.grazioli@lausd.net

With a copy to: Office of General Counsel, Facilities Services Team
Los Angeles Unified School District
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017
Attn: Mark Miller
Phone: (213) 241-4706
E-Mail: mark.a.miller@lausd.net

COUNTY:

COUNTY OF LOS ANGELES
Department of Parks and Recreation
1000 S. Fremont Avenue
Building A-9 West - Unit #40
Alhambra, CA 91803
Attn: Mercedes Santoro, East County Deputy Director
Community Services Agency/Interim Communications Manager
Phone: (626) 369-8694
E-Mail: msantoro@parks.lacounty.gov

With a copy to: Los Angeles County Counsel's Office
Property Division
500 West Temple Street
Los Angeles, CA 90012
Attn: Rory LoAllen
Phone: (213) 407-5194
E-Mail: rallen@counsel.lacounty.gov

Any party may change its address for notices by providing notice of such address change in accordance with this Section 17.

15. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement, the exhibits and schedules attached hereto, and any side letter or separate agreement executed by DISTRICT and COUNTY in connection with this Agreement and dated of even date herewith, contain all of the terms, covenants, conditions, warranties and

agreements of the parties relating in any manner to the use and occupancy of the Park Areas, and shall be considered to be the only agreement between the parties hereto and their representatives and agents with respect to such subject matter, and none of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed and duly delivered by all the parties hereto.

16. COUNTERPARTS

This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

17. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the party whose performance is delayed. If any delay is caused by such occurrences beyond the control of the party whose performance is delayed, the delayed party shall have the right to extend the time for performance of any act delayed thereby by the amount of time for which such performance was so delayed, provided that the delayed party provided written notice of the delay and a reasonable description thereof to the other party no later fifteen (15) days after the delay commenced.

18. SEVERABILITY

If any term, covenant, or condition of this Agreement shall, to any extent, be deemed by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. WARRANTIES

(a) DISTRICT's Warranties: As an inducement to COUNTY to enter into this agreement, DISTRICT represents, warrants and covenants as follows:

(i) that it is a duly organized and existing school DISTRICT under the laws of the State of California;

(ii) that it has the power and authority to carry on its function as a school district, to enter this Agreement (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) COUNTY's Warranties: As an inducement to DISTRICT to enter into this Agreement, the COUNTY represents, warrants and covenants as follows:

(i) that it is a body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) that it has the power and authority to enter into this Agreement, and to consummate the transaction herein contemplated;

(iii) that all actions to be taken by or on behalf of COUNTY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to COUNTY obtaining the approval of the Board of Supervisors, if required, and any other required governmental approvals, that this Agreement is a valid and binding obligation of COUNTY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

20. MISCELLANEOUS; ATTORNEYS' FEES

(a) This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between DISTRICT and COUNTY or to impose any partnership obligation or liability upon them. Neither party to this Agreement shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.

(b) Titles to Sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) This Agreement shall be governed by the laws of the State of California without reference to its conflicts of laws provisions.

(d) In the event any party hereto should commence an action against any other party hereto to enforce any obligation set forth herein, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

(e) The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed and delivered by both of the parties hereto prior to its becoming effective.

(f) Any party may waive the satisfaction or performance of any conditions or agreements in this Agreement which have been inserted for its benefit, so long as the waiver is signed by an authorized signatory of such party, specifies expressly the waived condition or agreement, and is delivered to the other parties hereto. No such waiver of any provision hereof in one instance shall be deemed a waiver of any other provision hereof or a waiver of the same provision in any other instance. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow up among the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of one of the parties to insist upon the performance by any other party in strict accordance with said terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

THE COUNTY OF LOS ANGELES,
a public body corporate and politic

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

By: _____

By: _____

Name: _____

Name: Albert J. Grazioli, Jr.

Title: _____

Title: Director of Real Estate and Business Development

Date: _____

Date: _____

APPROVED AS TO FORM

_____(Name),

_____(Title)

Dated: _____, 2024

By: _____
County Attorney

ATTESTED:

_____(Name), _____(Title)

Dated: _____, 2024

By: _____
Title

EXHIBIT "A"

Site Plan - School

EXHIBIT "A"

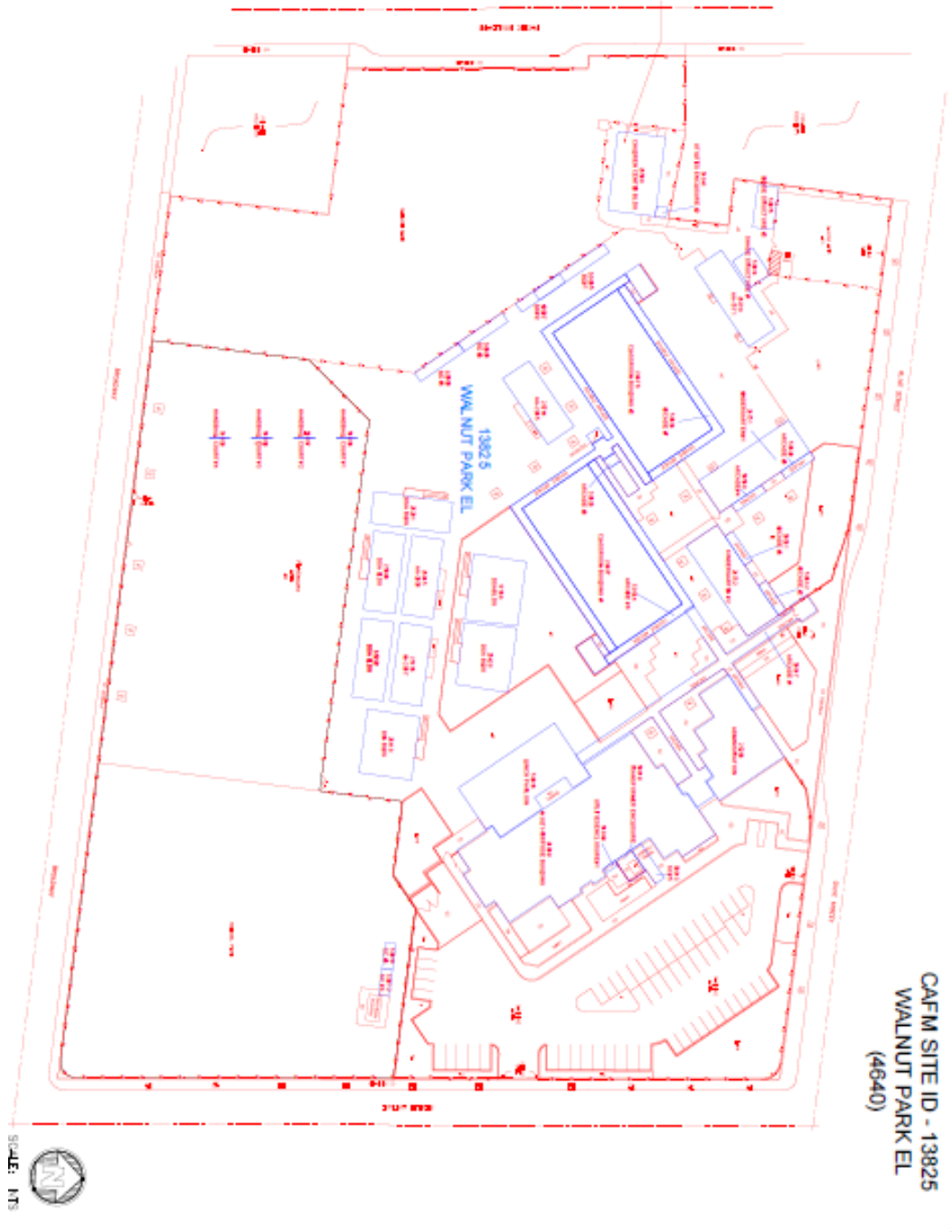


EXHIBIT "B"

Site Plan - Park Areas

EXHIBIT "B"



EXHIBIT “C”

Insurance

1. **Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. COUNTY, 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, as defined below, for General Insurance, Workers Compensation, and Property Insurance.

(a) **General Insurance – COUNTY Requirements:** Without limiting COUNTY’s indemnification of DISTRICT, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, COUNTY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **Exhibit “C”**. 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 COUNTY pursuant to this Agreement. DISTRICT in no way warrants that the Required Insurance is sufficient to protect the COUNTY for liabilities which may arise from or relate to this Agreement.

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

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

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

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

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

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

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

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

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

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

(g) COUNTY's Insurance Shall Be Primary. COUNTY'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 COUNTY. Any DISTRICT maintained insurance or self-insurance coverage shall be in excess of and not contribute to any COUNTY coverage.

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

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

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

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

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

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

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

2. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

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

Note: Commercial General Liability insurance limits vary depending on the COUNTY's activities on the DISTRICT School. The higher limits apply if the COUNTY engages in both types of activities listed below.

Limits required when COUNTY uses the School, and/or the Park Areas, as per the terms of the Agreement:

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

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

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

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

(e) **Property Coverage:** COUNTY given exclusive use of DISTRICT owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The DISTRICT and its Agents shall be named as an Additional Insured and Loss Payee on COUNTY'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.

EXHIBIT “D”

List of Permitted and Prohibited Activities

(See below)

The following is a list of some, but not all, allowed and prohibited activities. COUNTY and DISTRICT shall work together to determine whether an activity is allowed, and if the parties cannot agree, COUNTY agrees that DISTRICT shall decide whether an activity may occur on DISTRICT property.

Authorized Activities	Prohibited Activities
Shuffleboard	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 Forms of Gambling
Maze	Card Playing
Chess/Checkers	Conducting a Raffle or Lottery
Juggling	Structures to be Erected or Assembled
Tinikling / Tick Tack Toe	Use of Electrical or Mechanical Equipment
Fitness and Long Jump	Sell, Offer or Advertise for Sale of Items
Pacer Fitness	Ballroom Dances
40 & 50 Meter Dash	Smoking
Primary Circle	Serving Food
Tag	Paid Entertainment
Dodgeball	Loud and Obstructive Music
Tetherball	Barbecuing
Volleyball	Activity Involving an Open Flame
Basketball	Use of Hazardous/Flammable Materials
Primary Diamond	Activities for Profit
Softball	Roller Blading
Football	Skateboarding
Soccer	Bicycling
Handball	Gymnastics
Obstacle Course	Karate
Jazzercise, Aerobics	Weightlifting
	Wrestling

Authorized Activities	Prohibited Activities
	Hammer Throwing or Discus
	Picnics
	Carnivals
	Childcare
	Jiu-jitsu