

REPORT OF GENERAL MANAGER

NO. 05-304

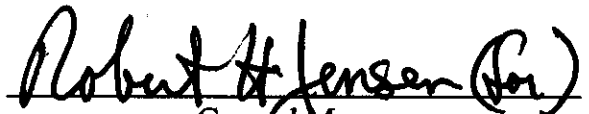
DATE November 16, 2005

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BALDWIN HILLS RECREATION CENTER - REVISED JOINT-USE AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE CONTINUED SHARED USE OF PORTIONS OF THE BALDWIN HILLS RECREATION CENTER AND OF BALDWIN HILLS ELEMENTARY SCHOOL DRIVEWAY

J. Combs	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
B. Jensen	_____	*M. Shull	<u>ms</u>


 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Rescind the Board's prior approval(s) of two previously proposed joint-use agreements between the Department and Los Angeles Unified School District, approved by the Board on January 20, 1999 (Board Report 36-99) and September 19, 2001 (Board Report 01-352), which were never executed;
2. Approve the current proposed ten (10) year joint-use agreement with the Los Angeles Unified School District, substantially in the form on file in the Board Office, subject to approval of the Mayor and City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Joint Use-Agreement to the Mayor for review and recommendation in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form; and,
4. Authorize the Board President and Secretary to execute the joint-use agreement upon receipt of the necessary approvals.

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SUMMARY:

Since 1957, the Los Angeles Unified School District (District) and the Department of Recreation and Parks (Department) have shared the use of certain portions of the Baldwin Hills Recreation Center (Rec. Center). The subject area is paved with asphalt and is used as a play area during regular school hours by the Baldwin Hills Elementary School (School), which is located immediately adjacent to the Recreation Center. The general public uses the subject area under Department supervision during non-school hours. The two agencies have historically shared the maintenance, operations, and liability for the joint-use area during their respective periods of use.

The current proposed agreement is for:

- A. The continued shared use of a paved asphalt portion of the Baldwin Hills Recreation Center for use as a children's play area;
- B. The use of twenty-five (25) parking spaces from the Rec. Center parking lot, by staff from the Baldwin Hills Elementary School; and,
- C. The shared use of the Baldwin Hills Elementary School driveway to allow ingress and egress to and from Highlight Place and the Rec. Center parking lot.

On January 20, 1999, the Board approved a ten (10) year joint use agreement with a reduction to the asphalt play area from approximately 1.82 acres to approximately 0.93 acres (Board Report No. 36-99). The reduction in the size of the asphalt play area was necessary at the time to accommodate the design and construction of a new Recreation Center and parking lot. Resolution No. 9780, approved as part of that action, provided instructions to the Board Secretary to forward the approved joint-use agreement to the Mayor's Office and City Attorney for review and comment. However, due to several personnel changes within the Board Office and the Department's reorganization, the approved joint use agreement was never received by either of the two offices. To compound matters, the District also experienced significant personnel changes through its own reorganization, which resulted in key staff no longer being present to follow up on the agreement's progress. Thus, the joint use agreement was never executed.

Due to substantial time elapsing from the period of the agreement's original negotiations and final arrangements in 1998 and 1999, many of the provisions and related information contained in the first joint use agreement had changed, as new circumstances materialized during the construction of the new recreation center. The Recreation Center's construction was completed in January of 2001. A second, revised joint-use agreement was then prepared for Board consideration and approval. This revised version would once again modify the size of the joint-use play area, but this time establishing the play areas to 1.22 acres as depicted on Exhibit-A. Due to the design and

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configuration of the new Recreation Center and parking lot, the Department would also require that joint-use of the Baldwin Hills Elementary School driveway be included in the joint-use agreement, so that access to the Rec. Center parking lot from Highlight Place could be established.

On September 19, 2001, the Board approved the new joint use agreement, officially establishing the 1.22 acre asphalt play area, Rec. Center parking lot, and school driveway as the joint-use areas for the future agreement between the Department and District (Board Report 01-352). Since approximately January 2002, the Recreation Center, which had been open to the public since its completion (January 2001), and School have shared the joint-use areas without interruption or significant difficulties. However, subsequent to the revised joint use agreement being approved by the Board, the District requested changes to certain provisions within the agreement. The requested changes related solely to the agreement's insurance and indemnification language. Upon completion of the City Attorney's review of the Districts' modifications, it was determined that the changes were substantial enough to require that the new agreement, as subsequently revised, be presented to the Board for review and approval.

With the exception of the modifications to the insurance and indemnification language, the provisions contained in this revised, third version of the agreement, are consistent with the provisions of the joint-use agreement previously approved by the Board in 2001. This joint-use agreement remains a ten-year agreement, free of monetary compensation to either of the two parties, and divides the maintenance, operations, and liability responsibilities according to the periods of each party's respective use. The reconfigured asphalt play area, which is owned by the City, will be jointly used by the Department and District during specified hours; the driveway, which is owned by the District, will be jointly used by both parties and their constituents for ingress-egress from Highlight Place; and, the school's teaching staff shall be allowed to utilize twenty-five (25) spaces within the Recreation Center parking lot during day-time school hours. At the end of each school day, the twenty-five (25) parking spaces used by the school staff will be relinquished to the Rec. Center for the community's evening use. The design of the parking lot, driveway, and asphalt play area is illustrated on Exhibit B. An aerial photo of the entire site has also been provided as Exhibit-C to provide a clearer view of the subject areas.

The joint use of these facilities (play area, parking lot and driveway) has worked to the benefit of the Department, District, and community for many years. However, due to an extended delay in executing an agreement between the Department and District, the subject areas of joint-use have been utilized by both parties and the community without the existence of an executed agreement. Despite the lack of an official document being in place, joint-use operations between the two parties have been conducted according to the terms and conditions of the joint use agreement without interruption or problems. Therefore, staff recommends that the revised joint use agreement be approved for a period of ten (10) years commencing from the date of execution.

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Department staff has determined that the proposed joint use agreement is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article VII, Section 1, Class 1 (14) of the City CEQA Guidelines, which allows for joint use of Public facilities involving negligible or no expansion of use.

The Superintendent of the Department's West Region and the office Council District 10, each support staff's recommendations.

FISCAL IMPACT STATEMENT:

This joint-use agreement will not impact the Department financially as the agreement contains no provision for monetary compensation to either party and each of the parties has been operationally responsible for its own use, which has been absorbed within the Department's current budget appropriations.

This report was prepared by Joel Alvarez of the Department's Real Estate and Asset Management Section.

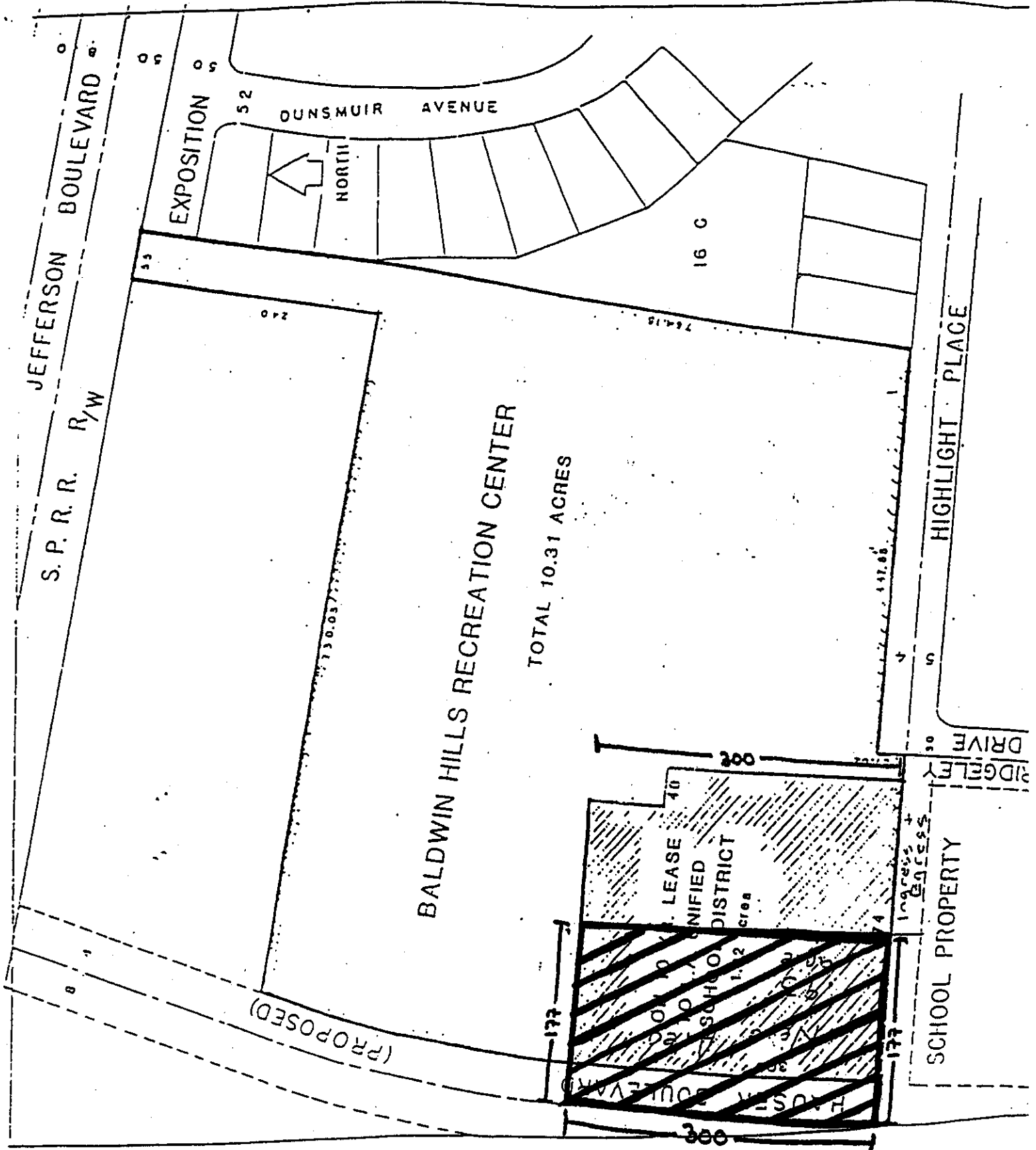
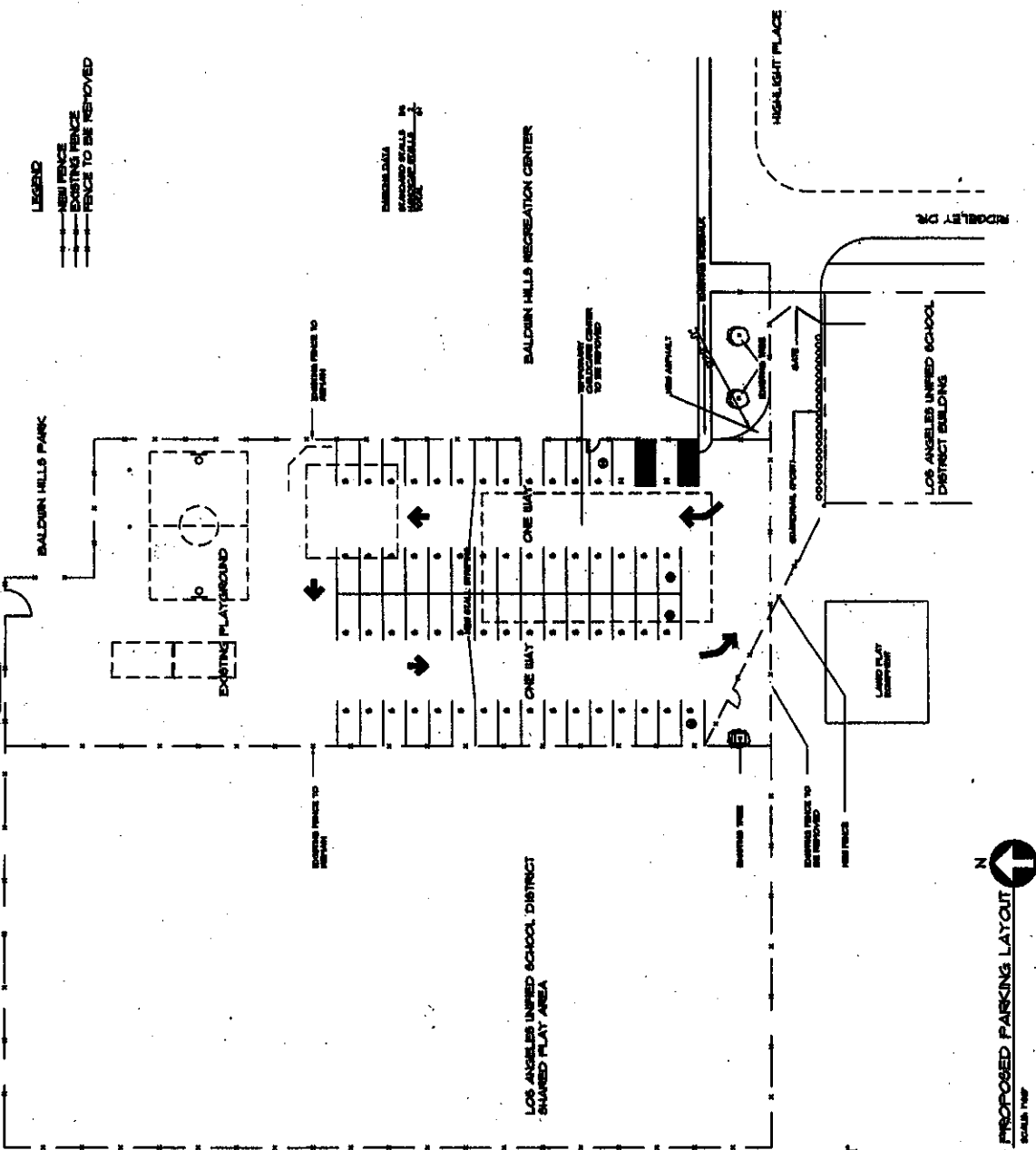


EXHIBIT "A"



**Baldwin Hills Recreation Center
LAUSD Joint Use Agreement**

Exhibit - B

PROPOSED PARKING LAYOUT
SCALE: 1/8" = 1'-0"



**BALDWIN HILLS RECREATION CENTER – BALDWIN HILLS ELEMENTARY
JOINT USE PLAY AREA AND DRIVEWAY**



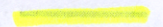
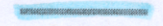
-  Baldwin Hills Recreation Center and Parking Lot (RAP Property)
-  Joint Use Play Area (RAP Property)
-  Joint Use Driveway (LAUSD Property)
-  Baldwin Hills Elementary School (LAUSD Property)

EXHIBIT - C