

APPROVED

JUNE 01 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-113

DATE June 01, 2023

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GREEN MEADOWS RECREATION CENTER – ACCESS AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) FOR TEMPORARY ACCESS TO CERTAIN LAUSD PROPERTY NEAR THE MERVYN M. DYMALLY HIGH SCHOOL POOL (POOL) FOR THE INSTALLATION OF A CONCRETE WALKWAY AND REIMBURSEMENT TO LAUSD FOR CERTAIN COSTS INCURRED BY LAUSD RELATED TO THE INSTALLATION OF A PEDESTRIAN GATE TO ACCOMMODATE PUBLIC ACCESS AND THE OPERATION OF AQUATICS PROGRAMMING BY THE DEPARTMENT OF RECREATION AND PARKS; LICENSE AGREEMENT WITH LAUSD FOR USE OF THE POOL AND AUXILLARY AREAS FOR SUMMER 2023; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(6) [CONSTRUCTION OR PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL FACILITIES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15311 OF CALIFORNIA CEQA GUIDELINES

*B. Aguirre BA M. Rudnick
B. Jackson C. Santo Domingo N. Williams

[Signature]
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve a proposed temporary Access Agreement (Agreement) between the Department of Recreation and Parks (RAP) and the Los Angeles Unified School District (LAUSD), substantially in the form set forth in Attachment 1 of this Report, authorizing RAP's reimbursement to LAUSD in the approximate amount of \$25,136.00, as described by Exhibit C of the proposed Agreement, for costs incurred by LAUSD from the installation of a pedestrian gate (Gate) located at a location mutually approved by RAP and LAUSD, along the Mervyn M. Dymally High School (School) existing wrought iron fence (Fence) surrounding the School's pool (Pool), and providing RAP with temporary access to certain exterior grounds of the School adjacent to said Pool and Fence, as described by Exhibit A-2 and Exhibit D of the Agreement, for the installation of a concrete walkway by RAP staff, as described by Exhibit B of the Agreement, to accommodate public access into the Pool deck and RAP's operation of Summer 2023 aquatics programs and activities, as

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described in part by the proposed Agreement, but more fully described by the proposed License Agreement described below in Recommendation 2 of this Report, subject to approval by the City Attorney as to form;

2. Approve RAP's installation of a concrete walkway measuring twelve feet wide and twenty-one feet long (12' x 21'), located on LAUSD School property adjacent to the Pool Gate and Fence, as discussed above and described in the proposed Agreement, to be funded from RAP's General Fund, in the approximate amount of \$22,600.00;
3. Approve the proposed License Agreement (License) between RAP and LAUSD, substantially in the form set forth in Attachment 2 and also attached as Exhibit F to the Agreement, authorizing RAP to access the Pool and LAUSD grounds in order to operate Summer 2023 aquatics programs and activities for the benefit and enjoyment of the public from June 10th, 2023, to September 4th, 2023, subject to approval by the City Attorney as to form;
4. Direct the Board of Recreation and Parks Commissioners (Board) Secretary to transmit the proposed Agreement and License to the City Attorney for review and approval as to form;
5. Authorize RAP's General Manager or designee to execute the Agreement and License subsequent to obtaining all necessary approvals;
6. Approve and authorize RAP's Chief Accounting employee to encumber and reimburse LAUSD up to \$25,136 from RAP's General Fund for the installation of the Gate as further described in this Report;
7. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(6) [Construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial or institutional facilities] of City CEQA Guidelines and Article 19, Section 15311 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
8. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
9. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

The Los Angeles Unified School District (LAUSD) and the City of Los Angeles Department of

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Recreation and Parks (RAP) have a long-standing working relationship for the shared-use of school and park facilities Citywide, and have entered into a variety of agreements over years. Such agreements and working arrangements are often in response to a lack of available recreational facilities at a park or school campus, which often results in one agency stepping forward to assist the other by providing access to available recreational resources.

The Green Meadows Recreation Pool, located at 431 E. 89th Street, Los Angeles 90003, is failing and in dire need of repair. For some time now, the Office of Councilmember Curren Price of the 9th Council District, has expressed concerns over RAP's ability to provide consistent aquatics programming for the Green Meadows Recreation Center community. In response to such concerns, RAP Executive staff, Aquatics staff, Partnership Section, and Planning, Maintenance and Construction (PMC) staff (collectively, "RAP Staff") have been working for months with LAUSD Real Estate staff and the School's administration to come up with a viable plan to be able to service the community and provide an enjoyable aquatics resource at the Pool for this Summer 2023, and will continue negotiations for a possible Joint Use Agreement or Joint Powers Agreement for the long-term. With the establishment of long-term arrangements with LAUSD for continued use of the Pool beyond Summer 2023, the park space presently occupied by the Green Meadows Pool could possibly be repurposed to provide an additional aquatics amenity, such as a splash pad or other recreational community gathering space.

Considering the costs of repairing the Green Meadows Pool, which would only provide for a short period of use with the risk of continued or additional failure during its use during this Summer 2023, RAP Aquatics staff (Aquatics) and Planning, Maintenance, and Construction staff (PMC) have determined that it would be more cost-effective and in the best interest of RAP and the community for RAP to enter into the arrangement proposed under the Agreement and License with LAUSD for use of the Pool for this Summer 2023, in order to provide the community with a more reliable Aquatics resource for children and families in the area. As part of this mutually beneficial arrangement to establish public access to the Pool for Aquatics programming during non-school hours and provide LAUSD with needed lifeguarding services during school hours, RAP is proposing to construct a new concrete walkway measuring twelve feet wide and twenty-one feet long (12' x 21'), on a portion of LAUSD property just outside the Pool, as described by the Scope of Work included in the proposed Agreement; and LAUSD will be installing a pedestrian Gate at a mutually approved location along the existing Pool Fence, to accommodate the public's access to the Pool without having access to the rest of the School campus. RAP has agreed to reimburse LAUSD for the cost of the Gate and its installation. The cost to RAP for such improvements is approximately \$47,736.00, which consists of the funding reimbursement to LAUSD in the approximate amount of \$25,136.00 for the installation of the Gate, and RAP's cost of installing the concrete walkway valued at \$22,600.00. In the event LAUSD terminates at its convenience the License allowing RAP to use the Pool for the Summer period from June 10th, 2023, to September 4th, 2023 (Use Period), LAUSD will reimburse RAP for the unamortized amount of the total cost of improvements, the amortization period being the Use Period.

From August 15th, 2023 to September 4th, 2023, as described in the proposed Addendum to the License, RAP has agreed to provide LAUSD with lifeguarding services during school days and

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hours once school instruction resumes after the summer break. LAUSD has agreed to pay RAP for such lifeguard services in the same manner currently done at other school sites through related aquatics agreements between RAP and LAUSD for RAP's use of such pools and provision of lifeguard services, which costs are based on the actual days and hours that RAP provides such services. Also as done at other LAUSD pool sites where RAP conducts aquatics programming, such costs for lifeguard services will be determined at the end of the Use Period described in the proposed Addendum and shall be invoiced by RAP to LAUSD accordingly.

Staff recommends approval of the proposed Agreement and License, so that RAP Aquatics staff may be able to use the Dymally Pool and provide much needed and desired recreation aquatics programs and recreational swim opportunities for this Summer 2023. Further, RAP's operation of the Dymally Pool this Summer will also establish the framework and/or test-model that will be considered in the negotiations and planning with LAUSD for the long-term under the aforementioned Joint Use Agreement or Joint Powers Agreement. RAP Staff are very confident that such long-term arrangements and related agreements for RAP's use of the Dymally Pool for a period of possibly up to forty (40) years, will be achieved in the relatively near future. RAP Staff respectfully request the Board's approval of this Report.

TREES AND SHADE

The proposed Agreement and construction of improvements as discussed in this Report calls for the removal of one non-protected tree in order to allow for the public's unobstructed access into the Dymally Pool deck, which tree is presently located on LAUSD property directly in front of the Gate location. RAP and LAUSD shall determine an appropriate location of one or more replacement trees at a nearby location on LAUSD property.

ENVIRONMENTAL IMPACT

The proposed project consists of construction of minor structures accessory to (appurtenant to) existing institutional facilities.

According to the parcel profile report retrieved on May 18, 2023, this area resides in a liquefaction zone, but the construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 18, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have listed the Project site as Case 60000455. The site is a former industrial site remediated between 2009 and 2011 to build Dymally High School. The soil in the swimming pool area presented lead concentrations above the State residential threshold and was excavated and replaced. Although the remediation of the northern area of the site is not yet completed, the south portion is expected to be clean. LAUSD's

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staff does not expect that the shallow excavation required for the proposed project will disturb any contaminated area. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical artifact.

Based in this information, staff recommends that the Board determines that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(6) of City CEQA Guidelines and Article 19, Section 15311 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT:

The Board's approval of the Agreement and License will have a relatively minor impact to RAP's General Fund in the amount of \$25,136.00, for the reimbursement of the Gate expense to LAUSD, and \$22,600.00, for the cost of RAP's installation of the concrete walkway, resulting in a total cost to RAP in the amount of \$47,736.00.

STRATEGIC PLAN INITIATIVES AND GOALS:

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 2: Offer Affordable and Equitable Recreation Programming
Outcome No. 1: Improved Health and Social Equity for Young Angelinos

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section, with input from RAP Staff.

List of Attachments:

1. Proposed Temporary Access License Agreement
2. License Agreement and Addendum

TEMPORARY ACCESS LICENSE AGREEMENT

This **TEMPORARY ACCESS LICENSE 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 (the "**District**") and the **CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS BOARD OF RECREATION AND PARK COMMISSIONERS** ("**CITY**"). This Agreement is effective on June, 2023 ("**Effective Date**"). The District, together with CITY, are sometimes referred to herein collectively as the "**Parties**", or individually as a "**Party**" with respect to the following:

RECITALS

WHEREAS, the District is the owner of real property, commonly known as Dymally Senior High School located at 8800 S. San Pedro St., Los Angeles, CA 90003 as further described in **Exhibit A-1 "Legal Description of Site"** attached to this Agreement (the "**Site**");

WHEREAS, CITY and District are negotiating a Joint Powers Agreement ("**JPA**") for, among other things, the CITY's use of the outdoor pool ("**Pool**"), track and field ("**Track and Field**") and softball field ("**Softball Field**") at the Site during non-school hours for recreational public programming and the City's provision of lifeguard services at the Pool during school hours;

WHEREAS, such use of the Pool by City will require the installation of a pedestrian gate ("**Gate**") as well as a concrete walkway leading to and from the former E. 88th Place to the Pool at the Site;

WHEREAS, District has agreed to install the Gate and CITY has requested permission from the District to enter the Site to install the concrete walkway as provided in the Scope of Work below;

WHEREAS, CITY recognizes that it shall be the sole user of the Work Area, as defined below, for the duration and period of the Agreement, as described by the Scope of Work;

WHEREAS, District has agreed to allow temporary summer use of the Pool for CITY operation of a summer aquatics program through its Department of Recreation and Parks ("**RAP**"), from June 12, 2023 to September 5, 2023, pursuant to the terms and conditions set forth by the District issued License Agreement ("**License**") as set forth in **Exhibit "F"** hereto; and

WHEREAS, the District and CITY now wish to enter into this Temporary Access License Agreement and License to allow CITY to make the improvements defined in the Scope of Work, reimburse District for agreed upon costs incurred by District for the installation of the Gate, and authorize RAP to operate the Aquatics Program as described below and in the License.

LICENSE AGREEMENT

NOW THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Temporary Agreement

The District grants to CITY, its employees, agents, representatives, consultants, contractors and subcontractors (collectively referred to as "**Contractor**") a revocable license to enter the Work Area, as defined below, on the Effective Date through August 14, 2023, during the hours of 7 a.m. to 5 p.m. (the "**Term**"), for the purpose of undertaking and completing the scope of work as set forth in **Exhibit "B" - Scope of Work** ("**Scope of Work**"), attached hereto and incorporated by reference herein.

Location: The location for the Scope of Work is the area at the Site and identified in **Exhibit “A-2” – Work Area** attached to this Agreement and is referred to as the “**Work Area**”. The Work Area shall be secured and physically segregated by a temporary fence or other barrier from public access to ensure the safety of the public.

Scope of Work: The license to enter upon the Site granted hereunder is revocable and for the specific purpose of allowing access to the site solely for the purpose of allowing Contractor to perform the Scope of Work. Contractor bears all liability and responsibility arising from its access and use of the Site.

Contractor recognizes that presently a significant risk of Coronavirus transmission exists when any group of people gathers. Contractor understands the risks reflected in the local, state, and federal alerts and guidelines. Contractor assumes all risks, known and unknown, arising from its use and occupancy of the District Site, including risks from COVID-19. Contractor assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Contractor’s use and occupancy of the Site and Pool.

Contractor agrees to waive and release all claims, causes of action, actions, liabilities and costs against the District and its governing board and members thereof, officers, agents and employees for damages or injuries related to Contractor’s use of the Site and Pool due to being exposed to or infected by COVID-19. Moreover, Contractor agrees to indemnify, defend, and hold District harmless for claims for damages or injuries related to Contractor’s use of the Site and Pool.

This Agreement is limited to the activities described above, and all actions deemed necessary by Contractor in preparation for carrying out the Scope of Work. The District does not grant permission for the performance, or any other activities not agreed upon in writing by the District. During Term, the District further reserves the right, upon reasonable notice to Contractor, to deny Contractor access to the Site if the District reasonably determines that the Scope of Work will interfere with the operations of the District at the Site.

2. **Manner of Work**

The Scope of Work shall be performed and completed in a good and workmanlike manner and shall not interfere with the operations of the Site. Contractor shall keep the Site free from any and all mechanics’, material suppliers’, and other liens arising out of any Scope of Work, or labor done, services performed, or materials used or furnished by or for Contractor or Contractor’s agents or volunteers in connection with this Agreement.

Pursuant to Paragraph 13 of this Agreement, Contractor will provide a minimum of twenty-four (24) hour advance notice to the District of the date the Scope of Work will begin and twenty-four (24) hour notice of Contractor’s completion of the Scope of Work to allow the District to inspect the Work Area.

3. **License Agreement**

Pursuant to the terms and conditions of the License attached hereto and incorporated herein by reference as **Exhibit “F” – License Agreement**, CITY shall be authorized to operate summer aquatics programs for the benefit and enjoyment of the public during non-school days and hours, and District students during school days and hours (collectively, “**Aquatics Program**” as may be further described in the License), from June 10, 2023 to September 5, 2023. The Parties agree that entering into the License is a consideration for entering into this Agreement and for performing the Scope of Work contemplated herein.

4. Joint Powers Agreement

It is understood and agreed by the Parties that CITY and District are negotiating a JPA for, among other things, the CITY's use of the outdoor Pool, Track and Field and Softball Field at the Site, during non-school hours for recreational public programming and RAP's provision of lifeguard services at the Pool during school hours.

5. Indemnification

CITY shall indemnify, defend, and hold harmless the District, its agents, representatives, employees, students, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of CITY and its contractors, consultants, or subcontractors in performing the Scope of Work pursuant to this Agreement. Contractor, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of the District, its agents, representatives, employees, students, and Board Members.

6. Insurance

Contractor shall, at its sole cost and expense, maintain in effect, during the Term of this Agreement, insurance coverages as set forth below and shall require any contractors or subcontractors hired to perform any of the Scope of Work under this Agreement, at its sole cost and expense, to acquire and keep in full force during the term of this Agreement, any and all insurance coverages as set forth below:

i. Additional Insured

The Commercial General Liability policy and the Commercial Automobile policy must name the following additional Insured, and the Certificate Holder portion of the insurance certificate must state as follows to be considered valid by the District:

**Los Angeles Unified School District and Its Board Members
333 South Beaudry Avenue, Los Angeles, CA 90017**

Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.

ii. Coverages

Contractor and any of its contractors or subcontractors shall maintain the following insurance coverage:

COMMERCIAL GENERAL LIABILITY	
General Aggregate Limit	\$2,000,000
Products & Completed Operations	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence Limit	1,000,000
Fire Damage (Any One Fire)	50,000
Medical Payments (Any One Person)	5,000

iii. Commercial [Business] Automobile Liability (CA or BA)

When applicable, all owned, hired, and non-owned autos, if no owned autos only hired and non-owned is required.

\$1,000,000 combined single limit

iv. Proof of Worker's Compensation and Employer's Liability Insurance

When applicable, in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

v. **Insurer's Rating**

All insurance required shall be issued by an authorized/admitted/licensed insurer With an A. M. Best rating of no less than A-, VII or which is otherwise acceptable to the District and licensed to do business in the State of California.

vi. **Other Requirements**

Contractor shall obtain a written obligation on the part of the insurance carriers to notify District in writing prior to any cancellation thereof. The policies shall also state that such insurance shall be determined to be primary over any other coverage available to the District. A certificate of insurance or other acceptable evidence showing the above coverage shall be submitted to District for review and acceptance **five (5) business days prior to the first day of use.**

vii. **Compliance**

If applicable, CITY, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies. CITY agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and the District may terminate the Agreement immediately upon notice to CITY. If the District terminates the Agreement pursuant to this section, CITY agrees that the District shall not be liable for any costs or expenses incurred by CITY arising from the Agreement except for those costs associated with the termination of the License.

7. Self Insurance

Notwithstanding the foregoing provisions of Section 6 to the contrary, CITY shall have the right to maintain the insurance required by Section 6 through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California Law, all at CITY's sole option. In such an event, CITY shall not be deemed to be in breach of Section 6.

8. Restoration of Property

Promptly after performing the Scope of Work, Contractor shall provide notice to the District contact and, with the exception of the concrete walkway, restore Site to the condition prior to the commencement of work by Contractor.

9. Compliance With Applicable Laws

Contractor agrees that all activities performed pursuant to this Agreement shall comply with all applicable local, state, and federal laws, including, but not limited to, statutes, regulations, codes, rules and City of Los Angeles ordinances.

10. Governing Law

This Agreement will be interpreted, and any dispute arising hereunder will be resolved, in accordance with the laws of the State of California, without reference to choice of law rules.

11. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

12. Relationship of the Parties

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal, and agent, or any or other business relationship by entering into this Agreement other than that of licensor and Contractor.

13. Approval and Notices

Any approval, disapproval, demand, or other notice which either party may desire or is required to give to the other party must be in writing or by electronic mail (E-mail) transmission.

To the District: Los Angeles Unified School District
Asset Management
333 South Beaudry Ave. 23rd Floor
Los Angeles, CA 90017
ATTN: Al Grazioli, Director of Real Estate and Business Development
Phone: (213) 241-6457
Email: albert.grazioli@lausd.net

With a Copy to: Los Angeles Unified School District
Office of the General Counsel
ATTN: Donna Kanemaru
333 South Beaudry Ave., 23rd Floor
Los Angeles, CA 90017
Phone: 213-241-4989
Email: donna.kanemaru@lausd.net

To Contractor: City of Los Angeles, Department of Recreation and Parks
ATTN: Special Operations Branch – Brenda Aguirre, Assist. G.M. _
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012
Phone: (213) 202-2633
Email: brenda.aguirre@lacity.org

With a Copy to: City of Los Angeles, Department of Recreation and Parks
ATTN: Partnership Section – Joel Alvarez, Sr. Management Analyst II
221 N. Figueroa St., Suite 180
Los Angeles, CA 90012
Phone: (213) 202-5600
Email: joel.alvarez@lacity.org

14. General Provisions

All of the limitations, covenants, conditions, and provisions contained in this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and, to the extent permitted hereunder, assigns; no Party hereto shall assign or delegate any of its rights or obligations hereunder without the written consent of the other Party. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a fully executed original.

In case any one or more of the provisions contained in this Agreement shall be deemed invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall in no way be affected or impaired thereby and shall be enforceable to the maximum extent permitted by law. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and they shall in no way be deemed to define, limit, or describe the scope of this Agreement or the intent of any provision thereof.

In the event any Party hereto should commence an action against any other Party hereto to enforce any obligation set forth herein, the non-prevailing party or parties (as determined by the court or arbitrator, if applicable) shall pay to the prevailing party its cost of litigation including reasonable attorneys' and consultants' fees, whether or not the suit is brought to judgment or conclusion in arbitration. The provisions of this Agreement shall not be amended or altered except by an Agreement in writing signed and delivered by all of the Parties hereto prior to it becoming effective. 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.

15. Exhibits

Exhibits "A-1" through "F" shall be incorporated herein and made a part hereof. These Exhibits must be attached to this Agreement as a condition for this Agreement to be effective and before Contractor may commence any work at the Site. Exhibit "F" shall be signed concurrently with or prior to the execution of this Agreement.

16. Authority

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of the applicable Party.

[The rest of this page is intentionally blank. Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representative as of the dates set forth below.

CITY OF LOS ANGELES,

a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By: _____

Name: _____

Title: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT,

a school district duly organized and existing under the laws of the State of California

By: _____

Name: Albert J. Grazioli, Jr.

Title: Director of Real Estate and Business Development

EXHIBIT "A-1"
Legal Description of Site

PARCEL 1:

APN: 6041-022-909

**EXHIBIT “B”
SCOPE OF WORK**

Site Location: Dymally Senior High School
8800 S. San Pedro St., Los Angeles, CA

1. Installation of the Pedestrian Gate: District and CITY have agreed that the installation of a Gate is necessary to ensure a secure entry from E. 88th Place, to the Site for the public’s use of the Pool at the Site. District and CITY have agreed to have the District replace part of the Site’s exterior gate and convert it to a double door pedestrian gate (“**Pedestrian Gate**”), at CITY’s sole cost and expense, the cost of which has been estimated to be \$25,136.08 (“**Funds**”) per Exhibit “C” – Estimate of Installation of Pedestrian Gate.

CITY agrees that the installation of the Pedestrian Gate may exceed the estimated amount of the Funds. CITY agrees to reimburse District for any additional funding necessary to complete the installation of the Pedestrian Gate as per Section 3 below.

2. Front-Funding. Due to the CITY’s inability to obtain the funds to pay for the installation of the Pedestrian Gate in a prior to the start of the CITY’s summer swim program, District has agreed to front-fund the payment of the Funds so that the work may be completed as soon as possible.

3. Reimbursement of Funds by the CITY. CITY shall, as soon as feasible, but no later than July 15, 2023, reimburse District the Funds via electronic transfer. Information on the electronic transfer information will be provided to the CITY when the CITY has the funding available to be transferred.

4. Concrete Walkway. CITY shall install a concrete walkway leading from the Pedestrian Gate to E. 88th Place, as per Exhibit “D” – Concrete Walkway. CITY shall remove a tree, as identified in Exhibit “D”, and any and all planting material in the area as necessary to install the concrete walkway. Such installation shall be to District standards as per the specifications in Exhibit “E” - Specifications. The CITY shall install the concrete walkway at its sole cost and expense, which is estimated to be \$22,600.00.

5. Re-planting of Tree. CITY shall work with District to either re-plant the tree to be removed or to plant a new tree on District property.

6. Repayment of Improvements. In the event the License (Exhibit F to the Temporary License Access Agreement) is terminated by District for its convenience prior to the expiration of the Licensee’s Use Period as set forth therein, District shall reimburse to Licensee that amount of the total costs expended for the Pedestrian Gate and Concrete Walkway (collectively, “Improvements”) which remain as unamortized at the time of termination with the amortization period of the costs of the Improvements being the Licensee’s Use Period.

EXHIBIT "C"
ESTIMATE OF INSTALLATION OF PEDESTRIAN GATE



Los Angeles Unified School District

Existing Facilities
 Maintenance & Operations



Project Cost Estimate

W.O.# 36274988

School Name: DYMALLY SH
 Cost Center: 0001766701

Complex Name: JORDAN

Requester Name: _____ Title: _____
 Date of Request: 1/25/23 Date of Estimate: 1/26/23 Phone: _____ FAX: _____

Description of Work

Description of the Work (includes items to be provided by school, cost saving alternatives, and impact on school operations):
 INSTALL DOUBLE DOOR PEDESTRIAN GATE.

Install exterior double door pedestrian gate between pool and the park

HW- Welder will modify 10-foot perimeter fence and fabricate and install new double pedestrian gate with panic hardware and gate closers in-between park and school for access to pool.

FA- Maintenance Worker will assist welder in modifying fence to have double ped gates.

ZM- Lock Smith will install panic Hardware and Gate Closer to new gates.

Total Cost: \$25,136.08

- Estimate includes liability, workman's compensation and motor vehicle insurance.
- All labor is fully warrantied
- Material is factory warrantied
- Final cost may increase due to unforeseen conditions or changes in the scope of work.
- Project will not be scheduled until an estimate form is signed by the site administrator
- All changes to the project which affect the cost will be reviewed on a separate form by the site administrator. The site administrator's approval must be obtained prior to the start of work.
- Estimate includes fringe benefits for employees performing the work. All project costs will be charged to the funding line(s) provided by the site administrator.
- Costs, including fringe benefits, may appear several months after project has been completed. This is due to the accounting system currently in place.

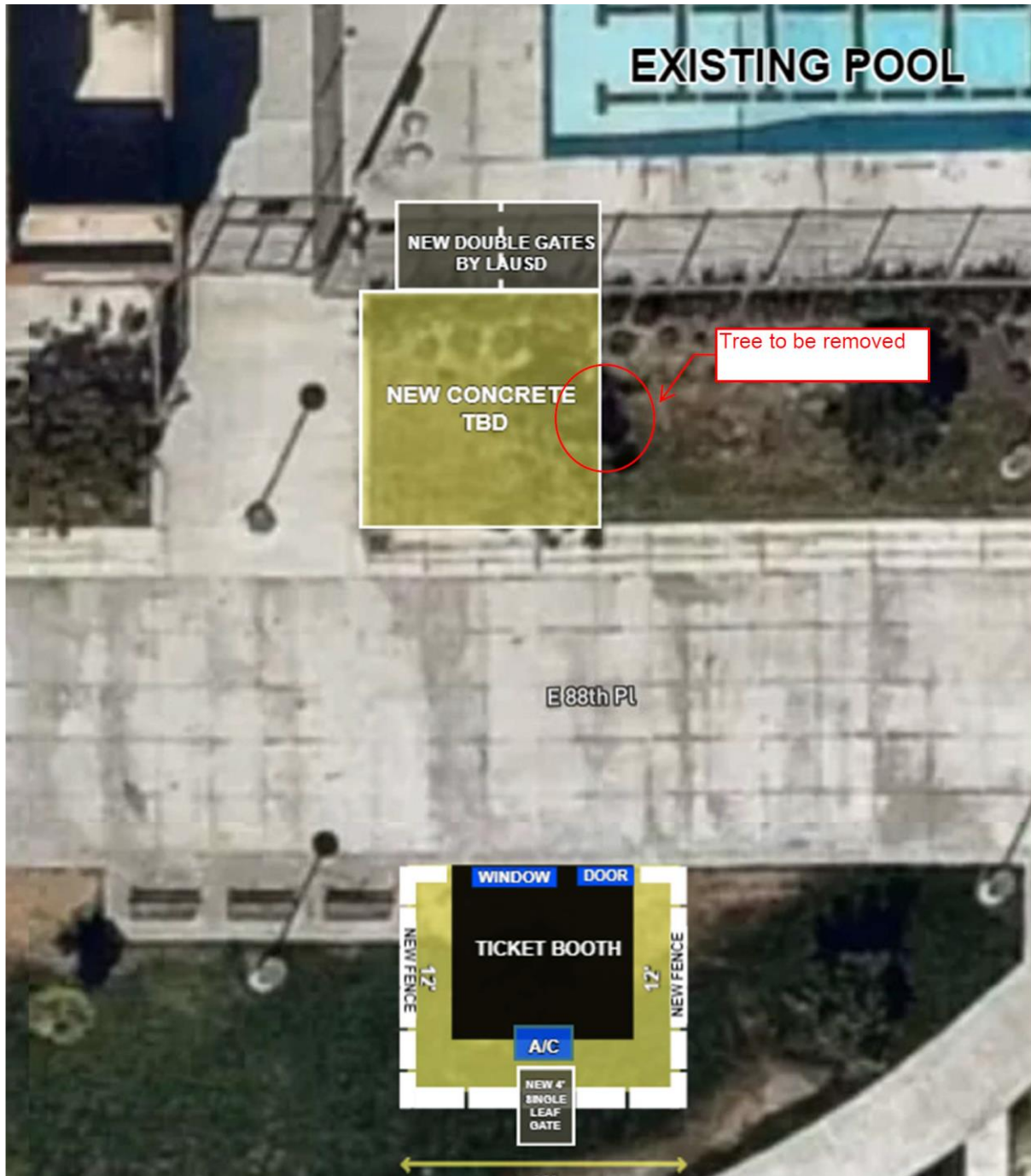
School Designated Funding Source

Cost Center	or	WBS (SAP Project)	and	Program (reqd)																											
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10 digits		10 or 14 digits		Last 5 digits of Functional Area																											

_____ 1-26-23 _____
 Preparer Signature Date Requester Signature Date

Estimate valid for 30 days from date of preparer's signature.

EXHIBIT "D"
CONCRETE WALKWAY



**EXHIBIT “E”
SPECIFICATIONS**

SECTION 03 1000

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete as indicated.
2. Installation of items to be embedded in concrete, such as anchor bolts, inserts, embeds, and sleeves.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 2000: Concrete Reinforcing.
3. Section 03 3000: Cast-In-Place Concrete.

1.02 REFERENCES

A. American Concrete Institute (ACI) Publication:

1. ACI 318 – Building Code Requirements for Structural Concrete, Chapter 6, Formwork, Embedded Pipes, and Construction Joints.
2. ACI 347 – Guide to Formwork for Concrete.

B. American Plywood Association (APA):

1. Form No. V345 - Concrete Forming Design/Construction Guide.

C. National Institute of Standards and Technology (NIST):

1. NIST Voluntary Product Standard PS 1.

1.03 **[Intentionally Omitted]**

1.04 REGULATORY REQUIREMENTS

- A. California Building Code (CBC), Chapter 19A.
- B. California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 4, Construction Safety Orders, Article 6, Excavations, Sections 1713 and 1717.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Storage shall prevent damage and permit access to materials for inspection and identification.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Form materials may be reused during progress of the Work provided they are completely cleaned and reconditioned, recoated for each use, capable of producing formwork of required quality, and are structurally sound.
- B. Form Lumber: WCLIB Construction Grade or Better, WWPA No. 1 or Better.
- C. Plywood: NIST Voluntary Product Standard PS 1, Group 1, Exterior Grade B-B Plyform or better, minimum 5-ply and 3/4 inch thick for exposed locations and at least 5/8 inch thick for unexposed locations, grade marked, not mill oiled. Furnished plywood with medium or high density overlay is permitted.
- D. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent Nox-crete", or equal.
- E. Tube Forms: Sonoco "Seamless Sonotubes," Ceme-Tube, Quik-Tube, or equal, of the type leaving no marks in concrete, one-piece lengths for required heights.
- F. Joist Forms: Code recognized steel or molded plastic types as required.
- G. Special Forms: For exposed integrally-colored concrete, plywood as above with high density overlay, plywood with integral structural hardboard facing or fibrous glass reinforced plastic facing, providing specified finish.
- H. For Exposed Concrete Finish:
 - 1. Plywood: New, waterproof, synthetic resin bonded, exterior type Douglas fir or Southern pine plywood manufactured especially for concrete formwork and conforming to NIST Voluntary Product Standard PS 1, Grade B-B grade, Class I.
 - 2. Glass-Fiber-Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surfaces.
 - 3. Steel: Minimum 16 gage sheet, well matched, tight fitting, stiffened to support weight of concrete, without deflection detrimental to tolerances and appearances of finished concrete surfaces.
 - 4. Plywood: "Finland Form,," "Combi Form" by North American Plywood Corporation, "Plyform" by Roy O. Martin, "ProForm" by Pacific Wood Laminates, or equal. The material shall be furnished with hard smooth birch face veneers with phenolic resin thermally fused onto panel sides. Edges shall be factory sealed.
- I. Form Ties: Prefabricated rod, flat band, wire, internally threaded disconnecting type, not leaving metal within 1 1/2-inch of concrete surface.
- J. Form Coating: Non-staining clear coating free from oil, silicone, wax, not grain-raising, "Formshield" by A.C. Horn, Inc., "Release" by Edoco/Dayton Superior, "Cast-Off" by Sonneborn/BASF Building Systems or equal. Where form liners are furnished, provide form coatings recommended by form liner manufacturer.
- K. Form Liner: Rigid or resilient type by L.M. Scofield, Symons, Greenstreak, or equal.
- L. Void Forms: Manufactured by SureVoid Products, Inc., Sonotube, Void Form International, or equal. Forms shall be "WallVoid" for temporary support of concrete walls and grade beams spanning between supports, and "SlabVoid" for

creating gaps between concrete slabs or steps and underlying soils. Void forms shall be fabricated of corrugated paper with moisture resistant exterior, and shall be capable of withstanding working load of 1,500 psf. Provide accessories as required.

PART 3 - EXECUTION

3.01 GENERAL

- A. Forms shall be constructed so as to shape final concrete structure conforming to shape, lines and dimensions of members required by Drawings and Specifications, and shall be sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together to maintain position and shape. Forms and their supports shall be designed so that previously placed structures will not be damaged.
- B. Use form coating at all surfaces in contact with concrete.

3.02 TOLERANCES

- A. Permitted abrupt or gradual irregularities in formed surfaces as measured within a 5 feet length with a straightedge shall per ACI 347, Table 3.1:

Class of Surface			
A	B	C	D
1/8 inch	1/4 inch	1/2 inch	1 inch

Edit Note: Edit tolerances indicated below for project specifics.

- 1. Class A: Use for concrete surfaces prominently exposed to public view.
- 2. Class B: Use for coarse-textured concrete-formed surfaces intended to receive plaster, stucco or wainscoting.
- 3. Class C: Use as a general standard for permanently exposed surfaces where other finishes are not specified.
- 4. Class D: Use for surfaces where roughness is not objectionable and will be permanently concealed.

3.03 ERECTION

- A. Plywood shall be installed with horizontal joints level, vertical joints plumb and with joints tight. Back joints by studs or solid blocking, and fill where necessary for smoothness. Reused plywood shall be thoroughly cleaned, damaged edges or surfaces repaired and both sides and edges oiled with colorless form oil. Nail plywood along edges, and to intermediate supports, with common wire nails spaced as necessary to maintain alignment and prevent warping.
- B. Openings for Cleaning: Provide temporary openings at points in formwork to facilitate cleaning and inspection. At base of walls and wide piers, bottom form board on one face for entire length shall be omitted until form has been cleaned and inspected.
- C. Chamfers: Provide 3/4 inch by 3/4 inch chamfer strips for all exposed concrete corners and edges unless otherwise indicated.

- D. Reglets and Rebates: As specified in Section 03 3000: Cast-In-Place Concrete.

3.04 REMOVAL OF FORMS

- A. Forms shall not be removed until concrete has sufficiently hydrated to maintain its integrity and not be damaged by form removal operations. Unless noted otherwise and/or permitted by the Architect, columns and wall forms shall not be removed in less than five days, floor slabs in less than seven days, beams and girders in less than 15 days, pan forms for joists may be removed after three days, but joist centering shall not be removed until after 15 days, and ramp, landing, steps and floor slabs shall not be removed in less than seven days. Shoring shall not be removed until member has acquired sufficient strength to support its weight, load upon it, and added load of construction.
- B. Compressive strength of in-place concrete shall be determined by testing field-cured specimens representative of concrete location or members, as specified in Section 03 3000: Cast-In-Place Concrete.

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.06 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

END OF SECTION

EXHIBIT “F”
LICENSE AGREEMENT
(See attached)



Los Angeles Unified School District LICENSE AGREEMENT

PART I: BASIC LICENSE INFORMATION

DATE: May 26, 2023

- SCHOOL:** Name: Dymally High School (1766701; BD 7)
Tel. No. 323-565-4600 Fax No. 323-750-1084
Address: 8800 S. San Pedro St., Los Angeles, CA 90003
- LICENSEE:** Name: THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners
Address: 221 N. Figueroa St., Suite 350, Los Angeles, CA 90012
Contact Name: Brenda Aguirre Tel. No. 213-202-2633 Email: Brenda.Aguirre@lacity.org
- LICENSE AREA:** Pool and Auxiliary Areas, as identified in Exhibit A
- LICENSEE'S USE PERIOD:**
DISTRICT SHALL HAVE THE RIGHT TO TERMINATE THIS LICENSE FOR ANY REASON UPON TEN (10) DAYS' WRITTEN NOTICE TO LICENSEE. Licensee shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as the result of the termination of this Agreement.

DATE(S): June 10, 2023 - September 5, 2023

TIME OF USE: See Addendum 1

PROPOSED USE: See Addendum 1

Licensee at its sole cost and expense, shall be responsible to obtain any permit or approval to use the License Area for its identified proposed use.

- LICENSE FEE:** ~~See Addendum 1 payment paid prior to the execution of this Agreement. Payment must be in the form of a CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER delivered to the address set forth in the Notices section below.~~

~~The charges for utilities, custodial, and supplies are an estimate based upon the use described in the application and the current rates incurred by District. District shall review the actual costs incurred for utilities, custodial, and supplies under this Agreement. If the actual cost incurred exceeds the estimate, District shall provide Licensee with written notice of the actual costs and within ten (10) days of Licensee's receipt of said written notice, Licensee shall pay the difference between the estimated charges and the actual costs.~~

- LICENSEE'S INSURANCE:** For the duration of the term, Licensee shall provide and maintain insurance in accordance with the current Insurance Requirements list provided by District. Licensee shall not be permitted to use the License Area until District has received and approved of Licensee's insurance. **See Addendum 1.**
- NOTICES:** All notices required by this Agreement shall be in writing and delivered to Licensee at the address set forth above and to District as follows:

Los Angeles Unified School District
Real Estate & Business Development
333 South Beaudry Avenue, 1st Floor
Los Angeles, California 90017
Attn: Director, Real Estate & Business Development

Tel. No.: 213.241.6785
Fax No.: 213.241.6784

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. mail within one (1) day of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. District and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given

hereunder by District's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

Notwithstanding any other provision, any notice required herein may be delivered by electronic mail or e-mail as the sole method of delivery or in addition to any other delivery method permitted herein.

THIS LICENSE AGREEMENT is made by and between District and Licensee, as respectively identified in Part I above.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PART II: PROVISIONS IN ADDITION TO PART I ABOVE.

8. Grant of License: District hereby grants to Licensee a **nonexclusive** license to use the License Area as set forth in Part I above and for no other purpose without the prior written consent of District, which consent may be withheld or conditioned in District's sole and absolute discretion. Licensee agrees to only use the License Area in strict accordance with the terms and conditions set forth herein. Licensee understands that its use is secondary to District's instructional program and no part of Licensee's use shall disrupt District's instructional program as determined by District in its sole discretion.

9. Conditions:

- (a) **As-Is Condition:** Licensee accepts the License Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Licensee agrees that District shall not make any alterations, modifications, repairs, or improvements to the License Area at any time.
- (b) **Alterations, Additions, or Improvements:** Licensee shall not make any alterations, additions, or improvements to the License Area during the term of this License Agreement. District discloses and Licensee understands that any alterations, modification, and improvements to the School may be subject to the approval of the Division of State Architect. Any alterations, additions, or improvements without the prior consent of District shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of District, District shall have the right to restore the License Area to the condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse District for its costs incurred thereby within ten (10) days of Licensee's receipt of District's invoice. The exercise of District's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to District.
- (c) **Safe and Sanitary:** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. The License Area is part of an operating school and damage, destruction, and excess trash and debris will affect the District's ability to conduct the instructional program. Licensee shall report to District any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof, that arises out of or is in any way related to Licensee's use of the License Area. Upon expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to District in the same condition as delivered to Licensee, ordinary wear and tear excepted.
- (d) **Comply with Law:** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.
- (e) **Signs and Posters:** (Board Rule 1316 - Announcements of Meetings (Amended 10-1-90)) Any person or group granted a permit to hold a meeting on school premises may post a sign announcing such meeting in the place and manner designated by the principal; provided that such sign shall not be larger than 24 inches by 48 inches in perimeter dimensions. The sign shall not be posted more than two hours prior to the time of the meeting, and shall be removed immediately after the meeting.
- (f) **Food, Drinks, Tobacco, Liquor, Narcotics, Firearms, and Drones.** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by District or District's school principal or designee. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, the use of electronic smoking devices, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling or conducting a lottery. The possession and carrying of firearms and weapons of any kind on District property shall be prohibited, except for peace officers or other authorized law enforcement personnel, unless expressly authorized in writing in advance by District, which authorization and any conditions thereto shall be in its sole and entire discretion, shall be considered

on a case-by-case basis, and may be withheld for any reason or no reason whatsoever. The operation of drones of any kind in the airspace above the District's premises is generally prohibited.

- (g) **Use of Other Equipment; Classrooms:** The fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless specifically identified in Part I above. If this Agreement includes the use of District's equipment, District does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify District of any damage or destruction of such equipment. Licensee shall reimburse District for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult; and (6) students may not utilize any portion of the School that is not designated as part of the License Area, the area immediately surrounding the License Area, and those logical pathways for access to and from the License Area.
- (h) **Flammables:** Licensee shall obtain the necessary permits from the City or County Fire Department prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides and, upon request, shall provide a copy of said permits to District.
- (i) **Emergency Access:** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.
- (j) **Persons with Convictions:** Licensee shall not allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4.
- (k) **Other Structures; Power Sources and Electrical Cables:** No structures may be erected or assembled on the License Area nor may any electrical, mechanical, or other equipment be brought thereon unless previously authorized in writing by District's Office of Environmental Health & Safety. Electrical cords and cables shall be in good condition (not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways.
- (l) **Property Taxes/Assessments:** The property interest conveyed herein may be subject to real property, personal property or possessory interest taxation and/or assessment. In such event Licensee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or other tax or assessment levying body upon the License Area or due to Licensee's occupancy and any improvement or fixtures located hereon or, in the event District receives notice of such assessment after the expiration or earlier termination of this Agreement, Licensee shall reimburse District immediately upon receipt of written notice of the amount owed.
- (m) **Operation of Child Care Facility.** Licensee shall not operate a Child Day Care Center on the License Area without the appropriate license(s), permit(s) and approval(s) required by the California Department of Social Services. Licensee agrees that if Licensee's use qualifies as a Child Day Care Center at any time, Licensee shall immediately stop its activities until Licensee has obtained all necessary permits and approvals for the Child Day Care Center. If Licensee's use of the License Area as described in Section I involves instruction and/or activities for children or youth, Licensee shall complete "Addendum A to Facility Use License," which shall be attached hereto and incorporated as a part of this License.
- (n) **Fingerprinting and Background Clearance.** If Licensee and its personnel, agents or volunteers will have more than limited contact with students, Licensee shall abide by the requirements of Education Code section 45125.1 and submit their fingerprints for background check and clearance in a manner authorized by the California Department of Justice.
- (o) **Tuberculosis Testing.** Licensee assures that its employees, subcontractors and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.

10. Waiver; Indemnity:

- (a) District shall not be liable for and Licensee hereby waives all claims against District for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors. District and Licensee hereby agree and acknowledge that the relationship between District and Licensee is solely a District/Licensee relationship and not a principal/agent relationship or any other

relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of District or as part of District's operations as a school district. The provisions of this Section 10(a) shall not apply to the extent that all or part of the liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this Agreement.

- (b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect District, its Board of Education, its officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee of the License Area, or (ii) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (iii) the use or occupancy of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iv) any claim by a third party that District is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 10(b) shall not apply to the extent that all or part of the liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 10, District shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by District of the License Area, including, without limiting the generality of the foregoing: (a) any default by District in the observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part to be observed or performed; and (b) the use or occupancy of the License Area by District or any person claiming by, through or under District or District's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

- 11. Hazardous Materials:** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the School by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. Licensee agrees to indemnify, defend (by counsel approved by District), and hold District harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without limitation diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, 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 industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

- 12. Announcements:** Licensee shall read or have read the following statement at the beginning of any meeting or other activity which is open to the public held pursuant to this License Agreement: **"Use of these school premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California to «Licensee» from the Board of Education of the Los Angeles Unified School District. The Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity."** Licensee shall include the above statement in any and all written material, statements, fliers, publications, electronic publications on the Internet, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger. Licensee shall include this statement in connection with any audio or video dissemination of information concerning the activities to be held pursuant to this License Agreement.
- 13. Security:** District makes no representations or warranties regarding the safety or security of the License Area. District shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area.
- 14. Assignment:** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area.
- 15. Default by Licensee:** Each of the following shall be a material breach of this Agreement by Licensee:

- (a) Licensee shall fail to make any payment owed by Licensee under this Agreement, as and when due, and where such failure is not cured within three (3) business days following receipt of written notice by Licensee from District; and
- (b) Licensee shall fail to observe, keep or perform any of the terms, covenants, agreements, or conditions under this Agreement that Licensee is obligated to observe or perform, other than that described in subparagraph (a) above, for a period of five (5) days after notice to Licensee of said failure; provided, however, that if the nature of Licensee's default is such that more than five (5) days are reasonably required for its cure, then Licensee shall not be deemed to be in material breach of this Agreement if Licensee shall commence the cure of such default so specified within said five(5) day period and diligently prosecutes the same to completion, but in no event shall Licensee have a period longer than twenty (20) days to cure such default.

If a default shall be made under any provision of this Agreement, District may reenter the License Area, take possession thereof, and remove all persons therefrom.

If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to District at law, Licensee hereby agrees that District shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to District's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease.

- 16. Circumstances Beyond District Control:** Licensee agrees that circumstances beyond the control of the District such as, but not limited to, natural disasters, civil unrest, or damage or destruction to the License Area that prohibit or limit the use of the License Area shall cause this Agreement to automatically terminate unless the parties execute a written instrument agreeing to continue this Agreement in effect as modified. In the event this Agreement terminates pursuant to this provision, Licensee shall be entitled to a refund of that portion of the License Fee paid by Licensee applicable to the period that the License Area is not available for use by Licensee. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.
- 17. Severability; Section Headings:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.
- 18. Time of Essence:** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.
- 19. Entire Agreement:** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.
- 20. Modification or Amendment:** This Agreement may not be modified, amended, or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such modification, amendment, or termination is sought.
- 21. Legal Actions:** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, District shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.
- 22. Absence of Waiver:** No waiver by District or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by District or Licensee of the same or any other provision.
- 23. Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
- 24. District's Right of Entry:** District and District's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as District may deem necessary or desirable.
- 25. Facsimile, Electronic or E-Mail Transmission:** Any executed copies of the License Agreement and all related documents may be executed and delivered by facsimile, electronic or e-mail transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to the License Agreement hereby warrant and represent that any document which they deliver by facsimile, electronic or e-mail transmission shall be a true and correct copy of the original document. All parties hereby agree that, when delivery of a

document is effected by a facsimile, electronic or 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.

26. Representations & Warranties:

- (a) If License Area is being used for the operation of a child care program, as that term is described by the California Department of Social Services, Licensee represents and warrants that it has all licenses or certificates required to operate the childcare program or has received waivers from such requirements. Copies of such licenses and permits shall be provided immediately to District upon request. Licensee shall notify District immediately of any suspension, termination, non-renewal or restriction of any required license or permit.
- (b) Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

27. COVID-19:

For as long as the County of Los Angeles Department of Public Health continues to require guidelines and protocols associated with COVID-19, Licensee must agree to, and comply with, all such guidelines and protocols and agree to follow all of the County guidelines in effect on the date of use and protocols for the Licensee's permitted use (youth and adult, indoor and outdoor). The County guidelines for Licensee's intended use can be found on the District's Website.

This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution hereof, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

This Agreement is issued in accordance with the provisions of the Education Code of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth adjacent to their respective signatures.

DISTRICT:

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

Date: _____

By: _____
Name: Albert J. Grazioli
Title: Director of Real Estate & Business Development

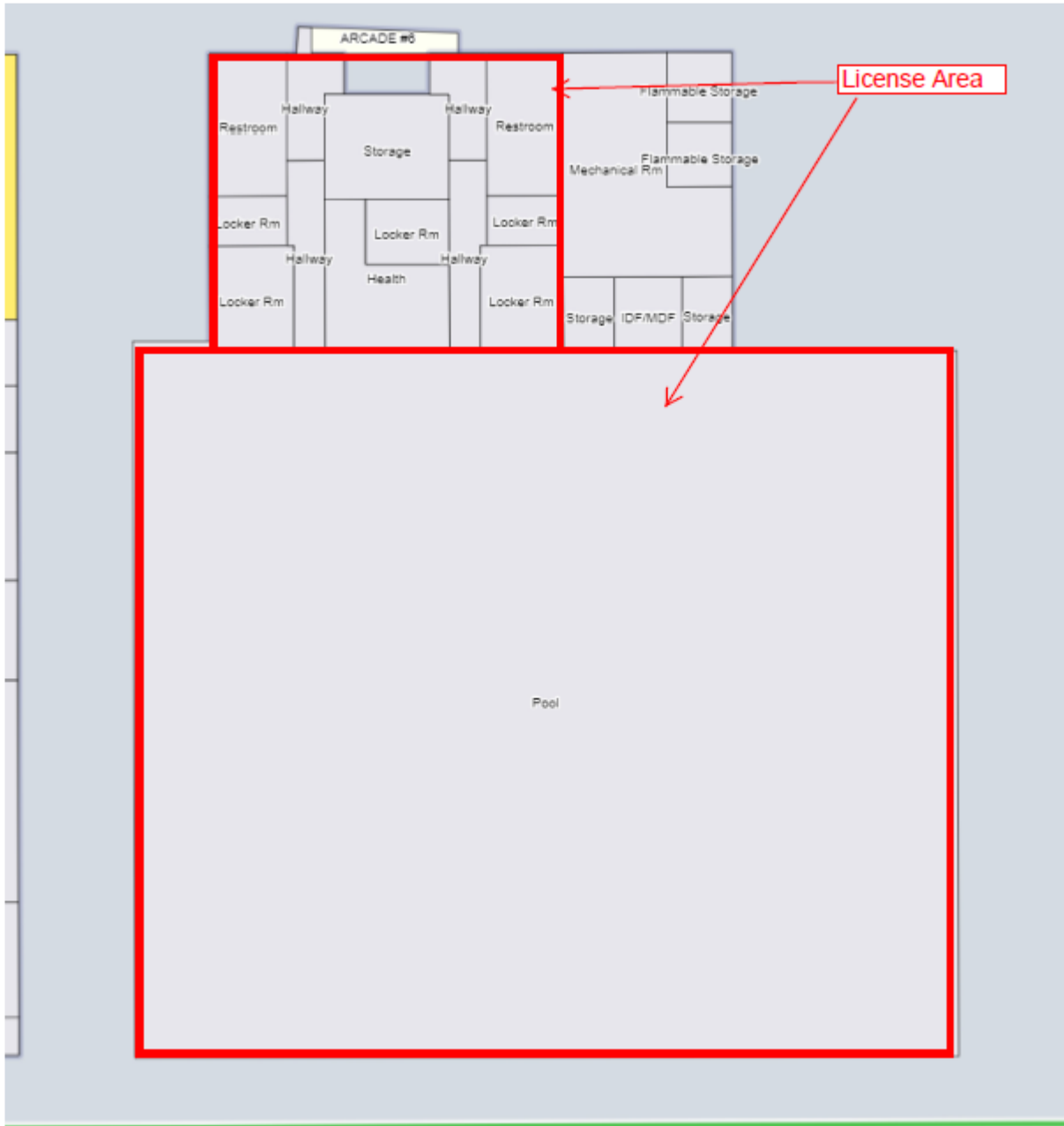
LICENSEE:

THE CITY OF LOS ANGELES,
a municipal corporation, acting by and through its Board of
Recreation and Park Commissioners

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A



ADDENDUM NO. 1

District and Licensee agree that this **Addendum No. 1** shall be made a part of and incorporated into that certain License Agreement (the “**Agreement**”) executed simultaneously herewith. The term “**Agreement**” shall include this Addendum No. 1.

PART I: BASIC LICENSE INFORMATION. The following is hereby modified:

1. Section 4 LICENSEE’S USE PERIOD.

- (a) TIME OF USE: June 10th to August 14th, 2023: Mondays to Fridays, 9:00 am – 9:00 pm; Saturdays and Sundays: 8:00 am – 6:30 pm; and August 15 – September 5, 2023: Mondays, Closed; Tuesdays – Fridays, 4:00 – 9:00 pm; and Saturdays and Sundays, 8:00 am – 6:00 pm .

Licensee acknowledges that District’s primary objective is to provide educational programming for students and the concept of “education” involves more than academic instruction but includes providing opportunities for competition (sports, dance, etc.), recreation, art, social interaction and life skills for the students and their families. As examples, and not intended to be construed as limitations, of events that provide benefits to the School and community, back-to-school events, athletic competitions, book fairs, school fairs and other fundraising activities, drama or musical rehearsals and productions, intramural sports leagues and enrichment educational and sports programs often occur after 3:30 pm on school days. So long as District provides Licensee with a schedule of such School events prior to August 15, 2023, such School events shall take priority in the use of the pool. In the event District would like to use the pool for an unscheduled School event during Licensee’s Use Period, District and Licensee, in good faith, will negotiate and mutually agree on whether the event can be accommodated during Licensee’s Use Period. Only School events proposed after-school hours by District will receive the priority of use.

- (b) PROPOSED USED: Licensee shall be authorized to operate summer aquatics programs for the benefit and enjoyment of the public during non-school days and hours, including, but not limited to, recreational swim, swim lessons, and aquatics programs for youth and adults, as well as provide lifeguard services, as defined below, for District students during school days and hours (collectively, “**Aquatics Programs**”).

- i. Program Supervision: Licensee aquatics staff shall be present during Licensee’s Use Period to organize, plan, operate, and supervise the Aquatics Programs. Aquatics staff to provide supervision of locker rooms as well as the collection, checking in, and securing of the public’s personal belongings. Licensee staff will conduct light maintenance tasks throughout the pool including restrooms, such as picking up and disposing

of trash as needed. Supplies will be restocked after light cleaning of locker rooms and restrooms.

- ii. Lifeguard Services: Licensee shall provide lifeguard staff to operate the License Area safely which shall include but not be limited to the following:
 - A. An established Emergency Action Plan;
 - B. Continuous supervision of the License Area including the pool. A lifeguard(s) shall be present at the pool at all time and the pool shall not be left unattended unless Licensee has determined that no person is in the pool and/or the pool area and Licensee secures the pool and/or pool area from access by any person during the period of time that the lifeguard(s) are not present during Licensee's Use Period;
 - C. Educating students and public patrons regarding pool rules and standard regulations;
 - D. Teach swimming lessons and water safety;
 - E. Conduct certain as-needed light maintenance tasks in the pool, which shall exclude the use of any and all chemicals in the License Area; and,
 - F. Provide general lifeguards, as-needed first-aid, and emergency services if required ("**Lifeguard Services**").

District shall reimburse Licensee for the provision and cost of Lifeguard Services for the License Area during School days and hours for the District Aquatics Program.

2. Section 5 LICENSE FEE:

District shall provide general maintenance of the pool, including the replenishment of supplies. Licensee agrees to reimburse District for the prorated costs and expenses incurred for pool maintenance, including, but not limited to, chemicals, custodial supplies and utilities. District shall provide Licensee with an invoice of the prorated costs for Licensee's use (the "License Fee") within sixty days (60) days of the last date of Licensee's Use Period, which shall be payable by Licensee within thirty (30) days of the invoice. Payment of the License Fee shall be remitted to the address provided in Section 7 NOTICES of the Agreement.

3. Section 6 LICENSEE'S INSURANCE:

Notwithstanding any provision in the Agreement, Licensee, at its sole cost and expense, shall acquire and keep in full force during the term of the Agreement, any and all insurance coverage that may be required by District. Such insurance coverage must meet the following District requirements:

- (a) Commercial General Liability Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than Three Million U.S. Dollars (\$3,000,000.00)

per occurrence and Three Million U.S. Dollars (\$3,000,000.00) in the aggregate.

- (b) Business Automobile Liability Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury and property damage covering owned, non- owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
- (c) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

Insurer's Rating; Additional Insureds: All insurance required shall be issued by an authorized insurer with an A. M. Best rating of no less than A-, VII or which is otherwise acceptable to District and licensed to do business in the State of California.

District and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and non-contributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide said insurance to District for District's review and acceptance. Licensee shall cause the insurers to notify District in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Policies must name the following additional Insureds, and the Certificate Holder portion of the insurance certificate must state exactly as follows to be considered valid by District.

**Los Angeles Unified School District and Its Board Members
Real Estate and Business Development Department
333 South Beaudry Avenue, 23rd Floor Los Angeles, CA 90017**

A certificate of insurance or other acceptable evidence showing the above coverages shall be submitted to DISTRICT for review and acceptance five (5) business days prior to the first day of use.

Notwithstanding the provisions of Section 6 of the Agreement to the contrary, Licensee shall have the right to maintain the insurance required by Section 6 through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California Law, all at Licensee's sole option.

4. Additional Conditions:

- (a) DISTRICT shall maintain the License Area in accordance with its school standards. Licensee shall reimburse DISTRICT for the reasonable and proportional cost to clean the License Area following Licensee's use of the License Area. Licensee acknowledges and agrees that Licensee shall incur and

pay additional cleaning costs in the event there is any defecation, vomiting or other sanitation issues which occur in the swimming pool during Licensee's period of use that necessitates the draining and/or additional cleaning for sanitation purposes of the swimming pool ("sanitation event"). Licensee shall notify DISTRICT immediately of any sanitation event during Licensee's period of use so that District may evaluate the situation and schedule the cleaning of the swimming pool, if necessary. Licensee understands that if a sanitation event occurs, the swimming pool shall not be usable during the cleaning and sanitation work and District shall not be liable to provide additional time to Licensee's use period; provided, further that the License Fee shall not be abated unless said work to clean the swimming pool results from the negligence or willful act of District. Licensee shall pay to District the reasonable cost of any cleaning and sanitation work within fifteen (15) days of its receipt of District's invoice.

- (b) Licensee, at its sole cost and expense, shall provide staff or personnel necessary for the safe use and control of the License Area and Licensee's staff shall include at least one (1) person certified in water safety and rescue, and life saving techniques.

Licensee's Initials to Section 4(b) _____

5. Waiver; Indemnity:

- (a) District shall not be liable for and Licensee hereby waives all claims against District for damage to any property or injury, illness or death of any person in, upon or about the License Area arising at any time and from any cause whatsoever, and District shall not be liable for and Licensee hereby waives all claims against District arising in any way due to, in connection with or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees or contractors. District and Licensee hereby agree and acknowledge that the relationship between District and Licensee is solely a District/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using and operating from the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of District or as part of District's operations as a school district.

Licensee's Initials to Section 5(a) ____

- (b) To the fullest extent permitted by law, Licensee shall indemnify, defend and protect District, its affiliates, successors and assigns and its officers, directors, shareholders, Board of Education members, other members, partners, agents and employees (singularly, "**Indemnified Party**"; collectively, "**Indemnified Parties**") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including, without limitation, court

costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee of the License Area, or (ii) in connection with the operations by Licensee at the License Area, including, without limiting the generality of the foregoing: (A) any default by Licensee in the observance or performance of any of the terms, covenants or conditions of this agreement on Licensee's part to be observed or performed;(B)the use or occupancy of the License Area by Licensee or any person claiming by, through or under Licensee or Licensee's employees, agents, contractors, Licensees, directors, officers, partners, trustees, visitors or invitees or any such person in, on or about the License Area either prior to, during, or after the expiration of the term of this agreement (singularly, "Liability"; collectively, "Liabilities"); and (C) any claim by a third party that District is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this agreement. The provisions of this Section 3(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District's obligations under this agreement.

Licensee shall, upon request by any Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

Notice of the assumption of such defense ("**Notice**") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal by the Indemnified Party of a request that Licensee defend such Liability;

- i. Such defense shall be conducted by reputable attorneys retained by Licensee selected from an approved list provided by District, or attorneys selected by Licensee with the approval of the District which may be withheld in District's sole and absolute discretion, and with the prior written approval of all the Indemnified Parties against whom such Liability has been asserted or threatened, all at Licensee's sole cost and expense. In the event the interests of Licensee and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Licensee shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.
- ii. If Licensee fails to deliver the Notice or fails to choose counsel from District's approved list or as indicated above and which is reasonably satisfactory to such Indemnified Party, Licensee shall conclusively be bound by and be liable for all Liability suffered or incurred by such Indemnified Party, including, without limitation, the amount of any judgment, settlement, compromise, fine or penalty and all costs and fees of counsel incurred by such Indemnified Party in connection therewith,

whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

- iii. Licensee agrees promptly to notify the Indemnified Parties of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Licensee, or any of the directors, officers, agents or employees of Licensee, in connection with the matters covered hereby.

Licensee's Initials to Section 5(b) _____

Notwithstanding anything to the contrary set forth in this Section 5, District shall remain liable for any and all losses, costs, damages, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by District of the License Area, or (ii) in connection with the operations by District at the License Area, including, without limiting the generality of the foregoing: (a) any default by District in the observance or performance of any of the terms, covenants or conditions of this agreement on District's part to be observed or performed and (b) the use or occupancy of the License Area by District or any person claiming by, through or under District or District's employees, agents, contractors, directors, officers, partners, trustees, visitors or invitees or any such person in, on or about the License Area either prior to, during, or after the expiration of the term of this agreement.

The provisions of this Section 5 shall survive the expiration or earlier termination of this agreement.

6. Compliance and Repayment.

If applicable, Licensee, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies. Licensee agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and District may terminate the Agreement immediately upon notice to Licensee. If District terminates the Agreement pursuant to this section, Licensee agrees that District shall not be liable for any costs or expenses incurred by Licensee arising from the Agreement. Notwithstanding the foregoing, in the event the Agreement (to which this Addendum No. 1 is made a part of) is terminated by District for its convenience prior to the expiration of the Licensee's Use Period as set forth herein, District shall reimburse to Licensee that amount of the total costs expended for the Pedestrian Gate and Concrete Walkway (as such terms are defined in that Temporary Access and License Agreement to which this Agreement is attached as Exhibit F, and collectively referred to as "Improvements") which remain as unamortized at the

time of termination with the amortization period of the costs of the Improvements being the Licensee's Use Period.

In the event of any conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date set forth adjacent to their respective signatures.

LICENSEE

Dated: _____

By: _____

Name: _____

Title: _____

DISTRICT

Dated: _____

By: _____

Name: Albert J. Grazioli, Jr.

Title: Director of Real Estate and Business
Development