

APPROVED

NOV 20 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-235

DATE November 20, 2019

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY SCHOOL PARKS PROGRAM - STATUS UPDATE AND AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT TO EXTEND TERM

AP Diaz	_____	S. Pifia-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed agreement (Extension Agreement), substantially in the form as attached as Attachment 1 to this Report, extending the term of the previous agreement (Attachment 2) between the Los Angeles Unified School District (LAUSD) and the Department of Recreation and Parks (RAP), regarding the Community School Parks Program, subject to the approval of the City Attorney as to form;
2. Authorize the Board of Recreation and Park Commissioners' (Board) President and Secretary to execute the Extension Agreement subsequent to all necessary approvals;
3. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for reimbursement of Community School Parks program upon the receipt of invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services in accordance with the Extension Agreement; and,
4. Authorize RAP's General Manager, or designee, to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

In alignment with RAP's Strategic Plan and the Mayor's Sustainable City pLAN / Green New Deal, in December 2017, RAP entered into an agreement (Initial Agreement) with LAUSD setting forth the terms and conditions of the City's operation of the Community School Parks (CSP) Program.

Building upon long-standing collaboration with LAUSD, RAP developed the CSP Program in an effort to increase walkable park access by opening play yards for community use at LAUSD elementary and middle schools located in park deficient areas of the City. As detailed in RAP's Strategic Plan, gaps in park equity in the city are directly linked to disparate health outcomes; as such, this data driven initiative is guided by RAP's commitment to closing park equity gaps by

BOARD REPORT

PG. 2

NO. 19-235

prioritizing investments in communities with the greatest park need. Per the Trust for Public Land, only 61% of residents in the City of Los Angeles live within ½ mile (10 minute walk) from a park. The Sustainable City pLAn / Green New Deal established new goals of increasing park access to 65% of Angelenos by 2025 and to 75% of Angelenos by 2035. The CSP Program is one important component of RAP's strategy toward meeting these aggressive park equity-related targets. The Initial Agreement provided RAP with the authorization to open specific school sites, and add additional school sites, through the adoption of additional exhibits to the Initial Agreement.

In April 2018, the program was launched at four elementary school (ES) sites, which include Cahuenga ES, Harvard ES, Leo Politi ES and 75th Street ES. These four schools serve between 45,000 - 50,000 residents within ½ mile (10 minute walk) from their homes. Since the initiation of the program, RAP staff has evaluated the opportunities and challenges of the RAP-CSP Program model, piloted pop up recreation at the CSP sites, participated in committees and working groups regarding joint use and school greening, collaborated with the University of Southern California (USC) School of Architecture to explore school play yard prototype concepts, and developed a phased CSP Program expansion plan.

This report requests the Board's approval of the Extension Agreement which will extend the term of the Initial Agreement between RAP and LAUSD to December 31st, 2020 and make other technical corrections on the Initial Agreement. The report also provides a status update on the program and various related activities.

Challenges and Opportunities of RAP's CSP Program Model

As discussed above, since April of 2018, RAP has opened four CSP sites on the weekends and certain days of non-instruction/holidays from 10:00am to 4:00pm. During this time of public use, Park Activity Monitors, hired by RAP, open and close school yard entrances, loan out sports equipment, and monitor the use of school play yards.

Thus far, the four CSP sites in operation have experienced relatively low visitation by community members, with the exception of some days of public use where much greater number of individuals utilized particular school sites. Various challenges contribute to the relatively low volume of visitation, which RAP staff intends to address in order to increase visitation and improve the success of the program.

Based on feedback from assigned CSP staff, youth and community members, some of the primary challenges resulting in low visitation include a lack of awareness regarding CSPs being open for community use, the lack of green space and shade at existing school play yards, and the lack of structured recreational / cultural activities at the CSPs during times of public use.

While some initial school (student/parent/teacher) and community engagement was conducted prior to the launching of the program, additional engagement and marketing to students, parents and community members would further assist RAP in activating the school play yards during community times of public use. Given that the majority of LAUSD elementary school play yards are for the most part composed of large areas of asphalt, RAP staff are coordinating with LAUSD to explore funding opportunities (discussed in more detail below) to implement greening, shade

BOARD REPORT

PG. 3

NO. 19-235

and other improvements at CSP sites in order for these selected schools to provide a more park-like environment for both students and community members.

Recognizing that opening the CSPs for public use provides RAP with an opportunity to provide recreational programs in areas of the City that lack parks and open space, RAP staff provided a series of pop-up recreational programming in the Summer of 2018 at the four (4) pilot CSPs. While this pop-up programming did result in increased visitation to the CSPs by youth and local community members, it was determined that routine and consistent structured recreational activities at each school site would further strengthen visitation to each CSP.

Community School Parks Working Group Committee

Over the course of the last year, an internal CSP Working Group Committee (Committee) composed of RAP staff has been convened to expedite the program's expansion and to develop strategies to address the challenges referenced above. The Committee has worked to create a Vision Statement (Attachment 3) regarding Community School Parks, in alignment with RAP's 5-Year Strategic Plan and the Sustainable City pLAn / Green New Deal. The Committee has also assessed best practices related to joint use programs nationwide to help inform the growth of the CSP Program. The Committee has also investigated some of the liability responsibilities associated with the operation of CSPs and has held some preliminary discussions with legislators on the topic.

Recognizing the need for increased activation of CSPs, RAP Recreation staff developed the concept of a new Mobile Recreation component for consideration by the Committee. The Mobile Recreation program would provide a variety of Olympic sports and recreational activities to youth. In an effort to close the gap in recreational opportunities, RAP will provide trained staff to introduce youth to various Olympic sports related activities leading up to Los Angeles hosting the 2028 Olympic Games.

The Mobile Recreation program will be comprised of dedicated themed vehicles equipped and customized to reflect the theme of the activities provided. Staff will visit CSP sites on the weekends providing Olympic sports related activities to youth, and will visit recreation centers during the weekdays. The target ages for this program is five (5) years of age to fifteen (15) years of age. Some examples of the mobile vans are tentatively planned to be themed as follows:

- **From Around the World** – This van would have sports equipment that represent sports which are non-traditional and are originally from other countries. Examples would include badminton (Greece, India, and China), cricket (England), and golf (Scotland).
- **Science of Sports** – This customized van would be equipped with high-tech equipment to learn cause and effect relationships and the reaction of forces generated during movement, to develop an understanding of how these forces cause the proper movement in your body to improve athletic performance.

BOARD REPORT

PG. 4

NO. 19-235

- **Bikes and Boards** – A van with skateboards, scooters, safety equipment and portable obstacles such as ramps and rails. Youth will be able to try out various “street elements” in a safe environment or practice the “tricks” with which they are already familiar.
- **Para Sports Van** – The para sports van would be customized to have para sport chairs to conduct wheelchair basketball and wheel chair tennis clinics. Additionally, adaptive equipment would be situated on this vehicle to offer activities such as table tennis, and badminton.
- **The Olympian within U.S.** – This van would allow children to try various types of sports equipment depending on the facility amenities on the day of the visit (tennis court / no tennis courts). This van would have a variety of equipment for traditional and non-traditional sports including, hockey, soccer, tennis and volleyball. Instruction would focus on the entry level learning of the skills and knowledge of these Olympic games.
- **Get Your Groove On** – Staff will teach children different types of dance and use equipment such as ribbons and hoops which are commonly found in rhythmic gymnastics.

As RAP works to implement additional recreational activities at the CSPs, the Committee has also identified various activities that are currently prohibited under RAP’s existing Initial Agreement with LAUSD, such as serving food, picnics, gymnastics and skateboarding, which are activities that are commonly permitted at parks often with appropriate supervision. RAP staff will be working with LAUSD to include these items as approved activities during hours of public use, as is feasible.

City, LAUSD and United Teachers of Los Angeles (UTLA) School Greening Task Force

In January 2019, UTLA and LAUSD agreed to a new Memorandum of Understanding (MOU) which effectively ended a teacher’s strike that occurred at the time. As part of the MOU, UTLA and LAUSD agreed to create a School Greening Taskforce in partnership with the City of Los Angeles (Attachment 4). The School Greening Task Force was tasked with creating a plan to increase green space at LAUSD schools, and to prioritize the study of schools without existing green space in areas of the City not located near parks.

RAP staff has participated in this School Greening Task Force, convened by the Mayor’s Office, which is developing screening criteria, based on park access and demographics / environmental justice data, to identify candidate LAUSD schools for greening improvements. The Task Force is also exploring various funding opportunities for school greening. Specifically, RAP is working with LAUSD to evaluate funding options being made available through an upcoming Proposition K Competitive Funding Cycle. The Proposition K Competitive Cycle funding guidelines are expected to be released in February 2020, with grant applications due to the Public Works Bureau of Engineering sometime between April through June of 2020. RAP plans to pursue these funds in collaboration with LAUSD, upon approval of the Board, to implement greening and other recreational improvements at CSP school sites to support community use of the school yards and benefit the student populations of each school as well. The School Greening Task Force is also

BOARD REPORT

PG. 5

NO. 19-235

exploring other funding opportunities for school greening projects, such as LA County Measure A and LA County Measure W grant funding.

USC School of Architecture – School Play Yard Prototype Concepts

Students and faculty of USC's Graduate Program in Landscape Architecture + Urbanism collaborated with RAP and LAUSD and undertook a School Yard Prototype Workshop in October 2019 that tasked teams of students to reimagine school play yards and design prototype concepts to assist RAP and LAUSD in the development of greening and other improvements at CSPs. Two school sites were selected as case study campuses, one elementary school and one middle school, and teams of students then prepared site analysis, research and final prototype designs for these campuses. These prototype designs were then presented to a panel of government representatives, including staff with the Mayor's Office, RAP and LAUSD. The excellent work of the USC students included innovative fencing / site-edge designs, creative topographical improvements, trees and shade proposals, and site-layout redesign elements that would have the potential to provide multiple social and environmental benefits.

CSP Program Expansion Plan

As mentioned above, RAP currently operates four (4) CSPs under its Initial Agreement with LAUSD. In alignment with the Sustainable City pLAn and RAP's Five-Year Strategic Plan, RAP has been tasked with expanding the program to roughly 30 schools in the next three years to meet the goal of providing 200,000 residents with park access. In order to meet this directive, RAP has developed a draft three-phase CSP Expansion Plan, as diagramed in Attachment 5.

Phase I (Fiscal Year 2020-21) – Phase I involves expanding the number of CSPs in the program from four (4) to twelve (12), comprised of clusters of four (4) CSPs in each of RAP's three regions (Pacific, Metro, Valley). Each CSP would include a team of part time Recreation Assistants and Recreation Instructors to provide site monitoring and enhanced recreational programming activities during hours of public use. The part time Recreational Instructors may rotate across schools as part of the Mobile Recreation program referenced above. In order to provide proper span of control, a supervisory structure would be introduced to include one full time Recreation Facility Director assigned to each of the three (3) regional CSP clusters, which would report to one full-time, Citywide Recreation Supervisor position. These full time positions would not only supervise the activities of part time staff and coordinate recreational programs, but would also assist with the opening of schools in their respective regions as well as support increased engagement with students, teachers and community members during the week to raise awareness of the CSP Program and attract participation in CSP recreational activities. Funding would also be allocated for landscape maintenance needs at each school site resulting from increased public use.

Phase II (Fiscal Year 2021-22) – Phase II involves expanding the number of CSPs in the program from twelve (12) to eighteen (18), comprised of two (2) clusters of three (3) schools (six total) in each of RAP's geographic regions. Similar to Phase I, teams of part-time staff would provide site monitoring and recreational programming at each CSP. Three additional full-time Recreation Facility Directors would be added, such that each would oversee a cluster of three schools. In

BOARD REPORT

PG. 6

NO. 19-235

addition, a Senior Recreation Director would be introduced to support Recreation Supervisor position with the management of the program on a Citywide basis. Additional resources would be allocated to address landscape maintenance needs at the additional CSPs.

Phase III (Fiscal Year 2022-23) – Phase III involves expanding the number of CSPs in the program from eighteen (18) to thirty (30). Preliminarily, these thirty (3) CSPs would be comprised of nine (9) to eleven (11) schools in each of RAP’s three geographic regions. Three full-time Recreation Facility Director positions and two full-time Senior Recreation Director positions would be added such that there would be three Recreation Facility Directors overseen by one Senior Recreation Director in each region. Additional resources would also be allocated to address landscape maintenance needs at the additional CSPs. It would be during this phase that RAP would plan to complete a group of initial school greening projects.

The implementation of this Phased Expansion Plan may require the approval of a new, longer-term Agreement with LAUSD, approval by the Board for the additional schools being proposed as part of the CSP program, allocation of additional budgetary resources as part of the annual City budget, and the award of grant funds and other monies to complete school greening improvements.

FISCAL IMPACT STATEMENT

The approval of the Extension Agreement by the Board will not impact RAP’s General Fund as funding has been appropriated in prior years to support the initiation of the CSP Program. RAP staff is developing a budget request, to be submitted to the Mayor’s Office as part of the City’s annual budget process, which would provide the resources needed to implement Phase I.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: Every Angeleno has walkable access to a park in their neighborhood regardless of race, ethnicity, or socio-economic status

Objective A) Establish a new Community School Park Program with the LAUSD and other partners to increase access to playgrounds and open space for 200,000 Angelenos living in the highest park need areas

This Report was prepared by Matthew Rudnick, Chief Management Analyst, Ryan Carpio, Director of Government Affairs, and Vicki Israel, Assistant General Manager.

LIST OF ATTACHMENT(S)

1. Extension Agreement
2. Initial Agreement
3. Vision Statement
4. LAUSD/UTLA MOU – School Greening Task Force
5. CSP Program Phased Expansion Plan Chart

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE CITY'S OPERATION OF COMMUNITY SCHOOL PARKS**

This AGREEMENT (“**Agreement**”) is made and entered by and between the **CITY OF LOS ANGELES**, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“**CITY**”), and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly formed and existing under the laws of the State of California (“**LAUSD**”). **CITY** and **LAUSD** may be referred to herein individually as “**PARTY**”, or collectively as “**PARTIES**.”

WITNESSETH:

WHEREAS, **PARTIES** entered into that certain Agreement between the **CITY** and **LAUSD** for the **CITY**'s operation of Community School Parks fully executed on December 11, 2017 (“**Original Agreement**”) for a Term of one (1) year;

WHEREAS, the intention of the Original Agreement was to provide neighborhoods without parks the opportunity to access open space for certain recreation;

WHEREAS, the Original Agreement expired as of December 10, 2018 and **CITY** has continued to offer its programs to the community with the knowledge and consent of **DISTRICT**.

WHEREAS, **CITY** has indicated it needs additional time to build awareness of and participation in programs at the **CSPs**;

WHEREAS, **CITY** has continued to explore additional programming at the existing **CSPs** and will continue to work to add new sites for **CSPs**;

WHEREAS, on February 19, 2019, **DISTRICT**'s Board of Education authorized the **CITY**'s use under the terms of the Original Agreement for an additional term of one (1) year and one (1) option for one (1) additional year;

NOW, therefore, for good consideration had and received, and the promises and covenants contained herein, the Parties agree as follows:

1. Observe Original Agreement. The Effective Date of this Agreement shall be as the date of the last signature to this Agreement. The Parties agree that the terms and conditions of the Original Agreement shall be deemed to have been in effect as of December 11, 2018 and shall continue to be observed by the Parties for the term of this Agreement. The term of this Agreement shall initially be December 11, 2018 to December 10, 2019. **CITY** has expressed its desire to exercise the one (1) year option to extend the initial term of this Agreement, and

DISTRICT agrees to such exercise, and the effective term of this Agreement shall expire on December 10, 2020.

2. Schools as CSPs. There was a mistake in the Original Agreement in that the fifth recital stated three (3) schools as CSPs but the exhibits identified four (4) schools. The Parties agree that the Original Agreement applied to and continues to apply to the four (4) schools.

3. Conflict. In the event of a conflict between the Original Agreement and this Agreement, the terms and conditions of this Agreement shall supersede.

4. Counterparts. 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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date set forth below.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS,
a municipal corporation acting by and through its
BOARD OF RECREATION AND PARK COMMISSIONERS

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

By: _____

By: _____

Name: Sylvia Patsaouras

Name: Aaron C. Bridgewater

Title: President

Title: Director of Facilities Planning and Development

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: Michael N. Feuer

Title: City Attorney

Date: _____

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR THE CITY'S OPERATION OF COMMUNITY SCHOOL PARKS**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("LAUSD"). CITY and LAUSD may be referred to herein individually as "PARTY", or collectively as "PARTIES."

WITNESSETH:

WHEREAS, CITY has set a goal to increase the percentage of residents living within a one-half mile of a park, especially in dense, park-deficient communities;

WHEREAS, CITY has challenges in meeting this goal due to a lengthy acquisition and development process for new park property and limited funding;

WHEREAS, in February 26, 2008, LAUSD's Board of Education and the City of Los Angeles City Council adopted companion resolutions entitled: "Create School-Community Parks in Partnership with Community Groups and the City of Los Angeles in support of making LAUSD schools available to the community";

WHEREAS, CITY has identified LAUSD owned and operated elementary and middle schools within densely populated areas that do not have parks and CITY desires to work with LAUSD to make the outdoor facilities and play yards at these schools available at no charge to the community during weekends, school holidays, and school vacation periods;

WHEREAS, City has initially selected three (3) schools, as identified in Exhibit A ("School") and has identified funding for staff and LAUSD costs so that the Schools may serve as Community School Parks ("CSPs"), as hereinafter defined, to provide outdoor recreational opportunities for the community;

WHEREAS, it is the intention of the PARTIES that this Agreement shall be a temporary agreement to allow the PARTIES obtain actual data and information regarding the use of outdoor facilities as community parks and, if such use is not disruptive to the school and used by the community, to negotiate an agreement with a longer term for Community School Parks ("CSP Agreements");

NOW, THEREFORE, the PARTIES hereby agree and understand as follows:

1. Purpose. This Agreement sets forth each PARTY's role and responsibilities in administering CSP operations at the selected Schools. PARTIES agree that the Schools may only be used for outdoor recreational activities and CITY and any CSP attendee must comply with LAUSD policies and procedures. The term "outdoor recreational activities" shall mean

activities that are typically allowed under a LAUSD Civic Center Permit. Notwithstanding any provision in this Agreement, the following shall be prohibited on a School: barbecues, grilling, food preparation and food or beverage sales; animals; bicycle riding; skate boarding, roller skating or roller blading; any type of motorized device such as, but not limited to, hover boards, bicycle, skate board, go kart, or remote controlled car, airplane or drone. It is specifically understood that the purpose of this Agreement is for the benefit of adults and youth from the community at large, and that this agreement is not governed by the provisions of California Education Code Section 38134. CITY agrees that LAUSD may close a Community School Park at any time without notice if LAUSD determines it is prudent to do so in the interest of safety or protection of the School.

Community School Parks shall be a portion of a School made available to the community for outdoor recreation and shall be located within the areas of the Schools identified in Exhibit A and approved by the principal of the School. CITY will provide and/or pay for general supervision of the CSPs and may work with LAUSD, the Schools' administrations and surrounding community to identify programming that may be of interest to the community and the students and implement said programming, at CITY's expense, and no charge to the public.

2. Use of Additional Schools as CSPs. Nothing herein shall prohibit LAUSD and CITY from working cooperatively to identify and establish CSPs at additional school sites which help CITY's goal of increasing access to outdoor recreational space for the students and the community. Additional schools may be added to this AGREEMENT, on the same terms and conditions and by mutual and written agreement of the PARTIES.

3. Term. The Effective Date of this AGREEMENT shall be as the date of the last signature to this AGREEMENT. This AGREEMENT shall terminate one (1) year from the Effective Date, unless otherwise extended by mutual agreement of the PARTIES and subject to each PARTY having the appropriate authority to execute an amendment to extend the term. This AGREEMENT shall be superseded by any subsequent agreement executed by the PARTIES addressing the use of LAUSD schools as Community School Parks. Notwithstanding any provision, either PARTY may terminate this Agreement in its entirety or its application to a particular School upon thirty (30) days written notice of termination to the other PARTY. The use of a School as a CSP is a concept that both PARTIES believe is worth pursuing but the PARTIES do not know if the primary use of a School to educate students can be accomplished with the secondary use of a School as an outdoor recreation "park." CITY and LAUSD are willing to test whether this concept works from a practical standpoint and determine whether there is an interest and actual use by the public for outdoor recreation activities at a School, whether CITY can fund the use of a School as a CSP, whether a School can be used as a CSP without damage or destruction of the School and without liability to the PARTIES. LAUSD discloses it is important that the use contemplated by this Agreement is cost neutral to LAUSD because budget cuts, declining enrollment and other factors affect the amount of general funds LAUSD receives. The cost and expense of M&O services, as defined below, and addressing any damage or destruction of the School or liability arising from the use of the School are often expenditures of the general funds, which general funds should be used first and foremost for the education of students.

4. Staffing for CSPs. It is the intention of the PARTIES, unless other arrangements are agreed to by the PARTIES in writing subsequent to the execution of this AGREEMENT, that

CITY shall provide the staff to monitor the use of the CSPs and LAUSD, through its Maintenance & Operations Department ("M&O"), shall provide the custodial services for the CSPs and CITY shall pay LAUSD for such M&O services as detailed below.

4.1 CITY to Retain Staff. CITY agrees to hire and train a minimum of two (2) persons as staff for each CSP at a School ("CSP Staff"). Unless otherwise agreed to in Exhibit A, CITY and LAUSD agree only one (1) CSP Staff shall be present at any given time when a CSP is open. The CSP Staff shall perform the following:

(a) open the CSP at the beginning of the CSP Hours, and secure the School, including the restrooms if included in a CSP, at the end of the CSP hours;

(b) monitor the use of the CSP, restrict access to the designated area and encourage compliance by the public with LAUSD policies, rules and requirements for outdoor recreation allowed on school property;

(c) monitor the activities of community members and encourage the safe use of any equipment such as, but not limited to, the playground apparatus;

(d) sign out, collect and store any CITY equipment such as, but not limited to, balls and other play items;

(e) call LAUSD regarding any possible damage or destruction of the School;

(e) call law enforcement and, if necessary, emergency services for situations such as, but not limited to, possible damage or destruction of the School, altercations or disputes, or first aid to any person.

5. Days of Use; Hours of Operation. CSPs shall be available on Saturdays, Sundays, school holidays, and during school breaks (i.e., Winter Break, Spring Break and Summer Break) as scheduled and approved by LAUSD and the respective Principal of each of the Schools, as specified in Exhibit A. Hours of use shall not exceed 8:00 a.m. to 9:30 p.m. on Saturdays, from 10:00 a.m. to 4:00 p.m. on Sundays, and holidays and during school breaks from 8:00 a.m. to 9:30 p.m. Monday to Saturday and Sunday from 10:00 a.m. to 4:00 p.m. ("CSP Hours"). Notwithstanding the foregoing, school approved extracurricular activities shall supersede, and the schedule of use for a CSP shall require the approval of the principal. CITY agrees that LAUSD and/or CSP Staff, in its or his/her discretion, may close a CSP if LAUSD and/or CSP Staff deem the use of the CSP as being unsafe.

5.2 LAUSD Policies, Rules & Requirements. LAUSD, at its cost and expense, shall assist CITY in training its CSP Staff in LAUSD's policies, rules and requirements for the CSP (see attached as Exhibit C). LAUSD and CITY agree that LAUSD policies, rules and requirements shall apply to any use of a CSP or School and in the event of a conflict, dispute or unanticipated situation, CITY will defer to LAUSD's preference for the CSP to preserve or protect and minimize damage to the School. LAUSD and CITY agree that CITY's policies, rules and requirements shall be primary in regards to the health, safety and general welfare of the public using the CSP and the employment, benefits, health and welfare of its CSP.

6. LAUSD and CITY to Collaborate. LAUSD and CITY shall collaborate and mutually agree on any community outreach to increase awareness of the availability of a CSP and any recreational or enrichment programs to be offered by CITY.

7. Maintenance. LAUSD shall provide the custodial and maintenance services for the CSP in accordance with LAUSD policies, rules and requirements and CITY shall pay LAUSD for its custodial and maintenance services which M&O services shall be provided on an hourly basis (and shall be billed in one (1) hour increments and not on a fractional basis less than one (1) hour) for the CSP and to the School, if necessary and as arising from the users of the CSP. The initial number of hours of M&O services identified in Exhibit A is an estimate based on what the PARTIES anticipate usage will be. The PARTIES agree to re-evaluate the number of hours of M&O services necessary for the School to be in a clean, safe and sanitary condition and CITY agrees that LAUSD shall have the final decision in determining the number of hours of M&O services. CITY understands a CSP is first and foremost a part of a school campus and use as a school is the first priority and the use of the designated area as a CSP is secondary to the use as a school, and CITY agrees the School, including the CSP, shall be clean and ready for use by the students and staff of the School.

8. Restrooms. A CSP shall not include use of restroom facilities at a School unless the PARTIES expressly agree in a written, executed agreement to include restroom facilities, the restroom facilities are identified and the PARTIES agree upon how the use of said restroom facilities and the CSP will be monitored. If restrooms are included in a CSP, LAUSD will provide M&O services to the restrooms and CITY shall pay LAUSD for such services. CITY shall bear all responsibility and liability for personal injury, death, property damage or destruction occurring within the restrooms when the CSP is open, except that the foregoing shall not apply to: 1) any personal injury, death, property damage or destruction, or other claim caused by or arising from the willful act or gross negligence of LAUSD, its officers, employees or retained third persons; or 2) any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred, if such condition is caused by or arising from the negligence of LAUSD, its officers, employees or retained third persons. If restrooms are being inappropriately used, damaged or destroyed, or personal injury occurring in the restrooms, or inadequately monitored, LAUSD and/or CITY may close the restrooms upon delivery of notice to the other party.

9. Storage. LAUSD shall provide CITY with an area in which CITY may store its outdoor recreation equipment such as, but not limited to, balls, tether balls, etc. CITY shall secure the storage as it deems appropriate. LAUSD shall not be responsible or liable for any loss or theft of the outdoor recreation equipment stored at a School.

10. Assignment. The rights and obligations of each PARTY under this AGREEMENT shall not be assigned without the prior written approval of the other PARTY, which approval may be denied or conditioned in such other PARTY's reasonable discretion. No such assignment will relieve the assigning PARTY of its obligations under this AGREEMENT. It is agreed by the PARTIES that CITY may, from time to time, desire to offer programming such as yoga or other recreational activities at the CSPs. CITY may allow such additional programming to be provided by a third-party, provided that CITY remains responsible and liable under this Agreement, the

third-party providing such programming is a CITY employee or a person or legal entity retained by CITY to provide such programming. At no time shall CITY charge a fee in exchange for use of the CSP or any school amenity, nor shall CITY collect fees from individuals participating in such programming in excess of CITY's direct cost (no profit).

11. Payment of Fees. Fees for M&O services, supplies and utilities will be calculated based on the rates described in Exhibit B attached hereto. Fees shall be payable by CITY in advance of services provided by LAUSD in support of each CSP on or before the first (1st) day of each month or such other date the PARTIES may agree upon. CITY and LAUSD shall perform periodic reconciliation calculations; provided, that if CITY is entitled to a credit, LAUSD shall apply said credit to the next payment of fees; provided, that if CITY owes additional fees, CITY shall pay to LAUSD the difference calculated based on the rates in Exhibit B within thirty (30) days of the date of reconciliation without invoice or demand. Notwithstanding any provision, LAUSD may increase the rates in Exhibit B upon thirty (30) days written notice to CITY. This section shall survive the expiration or earlier termination of this Agreement. LAUSD agrees to provide City, only upon request, with a reasonable accounting of any and all costs for M&O services, supplies and utilities. Such request shall be made no more often than on a quarterly basis.

12. Notices. Any and all notices, requests, demands or other communication required or permitted to be served on or given to either PARTY by the other shall be in writing and deemed to have been duly given: on the date of service of transmission via telecopy if served personally thereon, or sent via telecopy to, the PARTY to whom notice is to be given; on the date of delivery if sent via overnight courier; on the date of delivery if sent via electronic mail; or on the third day after deposit in the United States mail, if mailed to the PARTY to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to CITY: Los Angeles Department of Recreation and Parks
 221 N. Figueroa St., Suite 350
 Los Angeles, CA 90012
 Attention: Ryan Carpio
 Phone: (213) 202-2637
 Email: ryan.carpio@lacity.org

If to LAUSD: Leasing & Space Utilization
 333 S. Beaudry Ave., 23rd Floor
 Los Angeles, CA 90017
 Attention: Yekaterina Boyajian
 Phone: (213) 241-6457
 Email: yekaterina.boyajian@lausd.net

Either PARTY may change its address as indicated above by giving written notice to the other PARTY within thirty (30) calendar days of such change, and in the manner specified in this Section.

13. General Provisions

13.1 Liability. CITY shall be liable for any personal injury, death, property damage or destruction, or other claim caused by or arising from or in connection with CSPs and regardless of whether such liability arises from any person on the School when a CSP is open and/or CITY, its officers, employees, agents, or persons or third-parties retained by CITY to provide programming. The foregoing shall not apply to: 1) any personal injury, death, property damage or destruction, or other claim caused by or arising from the willful act or gross negligence of LAUSD, its officers, employees or retained third persons; or 2) any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred, if such condition is caused by or arising from the negligence of LAUSD, its officers, employees or retained third persons. This section shall survive the expiration or earlier termination of this Agreement.

13.1.1 CITY agrees that CSP Staff will be responsible for completing an inspection of the CSP premises at the opening and closing of the CSP each day. CSP Staff may, as needed, complete a property condition report to record the condition of the premises at the time of opening or closing. The parties agree to work together to develop a standard form and any necessary procedures to be used for reporting purposes. This section is intended to obligate CITY to be responsible for property damage occurring during CSP hours or afterhours, if the afterhours damage is a result of CSP staff failing to properly secure the premises in accordance with Section 4.1(a), above. Nothing in this section limits LAUSD's liability for any personal injury, death, property damage or destruction, or other claim resulting from a dangerous condition existing on the CSP's property or premises prior to the opening of the CSP on the day the injury occurred.

13.2 Equal Employment Opportunity. It is the policy of the LAUSD that, in connection with all work performed under LAUSD agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore CITY agrees to comply with applicable federal and state laws. In addition, CITY agrees to require like compliance by all subcontractors employed by CITY in connection with the CSPs.

13.3 Governing Law. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.

13.4 Fingerprinting. CITY shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

13.4.1 Require all current and subsequent employees, independent contractors or agents of CITY who may enter a CSP to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

13.4.2 Prohibit employees, independent contractors or agents of CITY from coming into contact with pupils until the CDOJ has ascertained that the employee, independent contractor or agent of CITY has not been convicted of a felony as defined in California Education Code Section 45122.1;

13.4.3 Certify in writing to LAUSD that neither CITY nor any of CITY's employees, independent contractors or agents who may enter a school site during the time when pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the LAUSD administrator for this contract; and

13.4.5 LAUSD may require CITY and its employees, independent contractors or agents who may have contact with pupils to submit to additional background checks at the LAUSD's sole and absolute discretion.

13.5 Insurance. CITY represents and warrants that it is self-insured and has sufficient funds to cover its duties and obligations under this Agreement. If CITY subsequently has a change to its self-insured status or does not have sufficient funds to cover its duties and obligations under this Agreement, CITY agrees it shall notify LAUSD prior to such change in status occurring or, at the very least, as soon as possible and thereafter CITY shall obtain and maintain policies of insurance required by LAUSD to provide coverage for the transaction contemplated in this Agreement; provided, that if CITY is unable to provide the required insurance coverage, LAUSD may terminate this Agreement immediately upon delivery of written notice.

13.5.1 Notwithstanding the foregoing provisions of this section to the contrary, City shall have the right to maintain the insurance required of this section 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 the City's sole option.

13.6 Indemnification. The parties hereto, as between themselves, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by this Agreement, including but not limited to the liability stated in Sections 8, 13.1 and 13.1.1, for injury occurring in the performance of this Agreement. In so doing, the City agrees to indemnify, defend, release, waive, and hold harmless LAUSD for any all claims, losses, damages, liabilities, costs, and expenses resulting from liability imposed upon the City by this Agreement. Separately, LAUSD agrees to indemnify, defend, release, waive, and hold harmless the City for any all claims, losses, damages, liabilities, costs, and expenses resulting from liability imposed upon LAUSD by this Agreement. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both City of Los Angeles Board of Recreation and Park Commissioners and Los Angeles Unified School District each certify that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement.

Parties agree to provide prompt notice to the other of (1) any third party communication regarding injury or damage caused by or arising from or in connection with the CSPs, and (2) any administrative claim filed with either party or any complaint or petition filed with a court regarding such injury or damage.

The terms and provisions of this section shall survive the expiration or termination of the Agreement.

13.7 Partial Invalidity. In the event any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, this Agreement shall automatically terminate. Nothing herein shall prevent the PARTIES from negotiating an amendment to this Agreement or

a new agreement subject to each PARTY having appropriate authority to negotiate and execute such amendment or new agreement.

13.8 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the PARTIES hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the PARTIES hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement.

14. List of Exhibits

Exhibits A

- A-1. Cahuenga Elementary School
- A-2. Harvard Elementary School
- A-3. 75th Street Elementary School
- A-4. Leo Politi Elementary School

Exhibit B

M&O Services Rates

Exhibits C

LAUSD CSP Policies, Rules and Requirements

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date first shown above.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS, a municipal corporation acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

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

By: 
President

By: 

Name: MARK HOVATTER

Title: CHIEF FACILITIES EXECUTIVE

By: 
Secretary

Date: 11/17/17

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney

Date: 12/11/17

EXHIBIT A

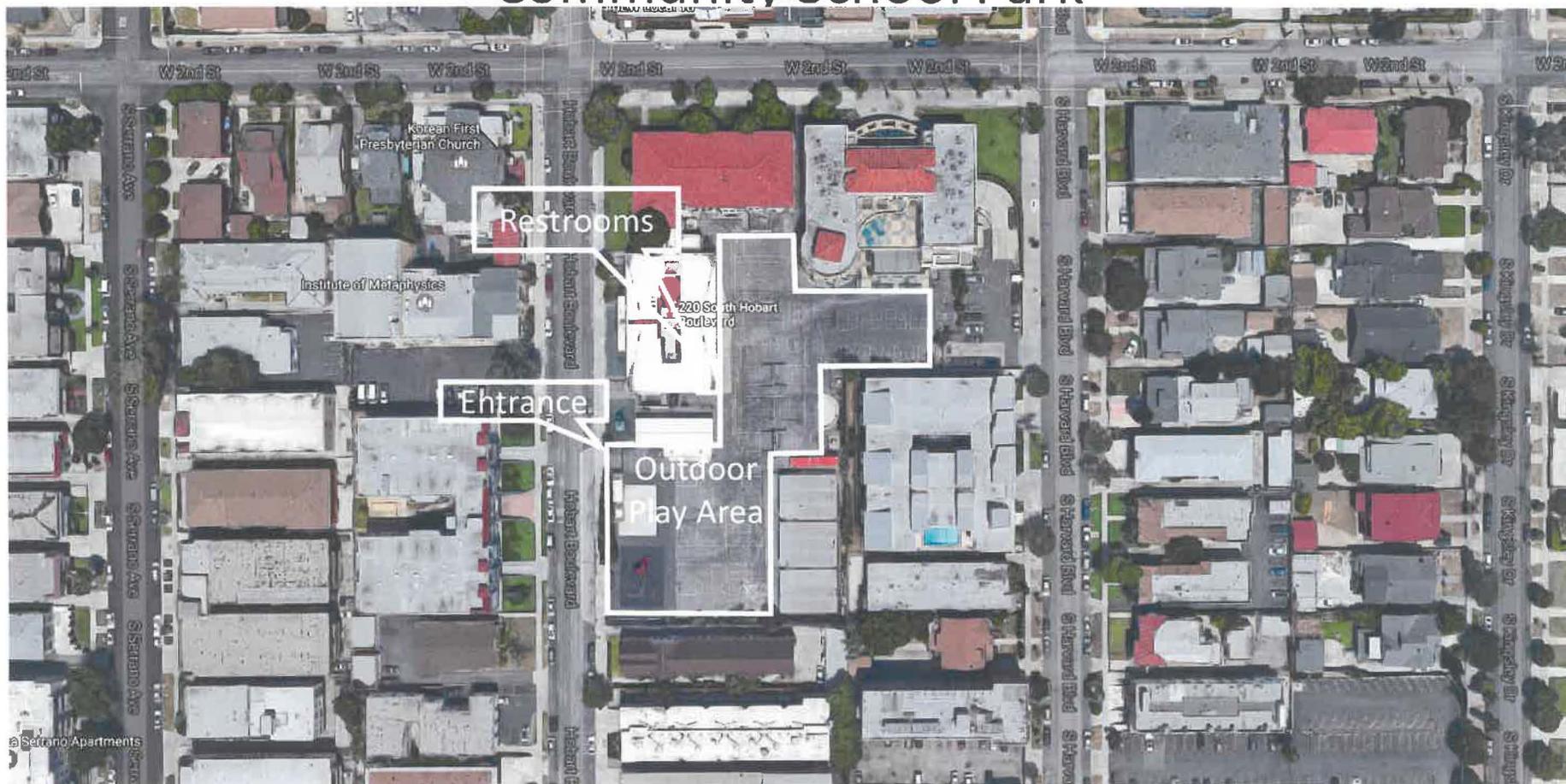
Identification of Schools

SCHOOLS:

Name of School	Cahuenga ES
Address	220 S. Hobart Blvd., Los Angeles, CA
Principal	Helen Yu
Principal Telephone	213-386-6303
Hours of CSP Operation	Saturdays, Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-2)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-1
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

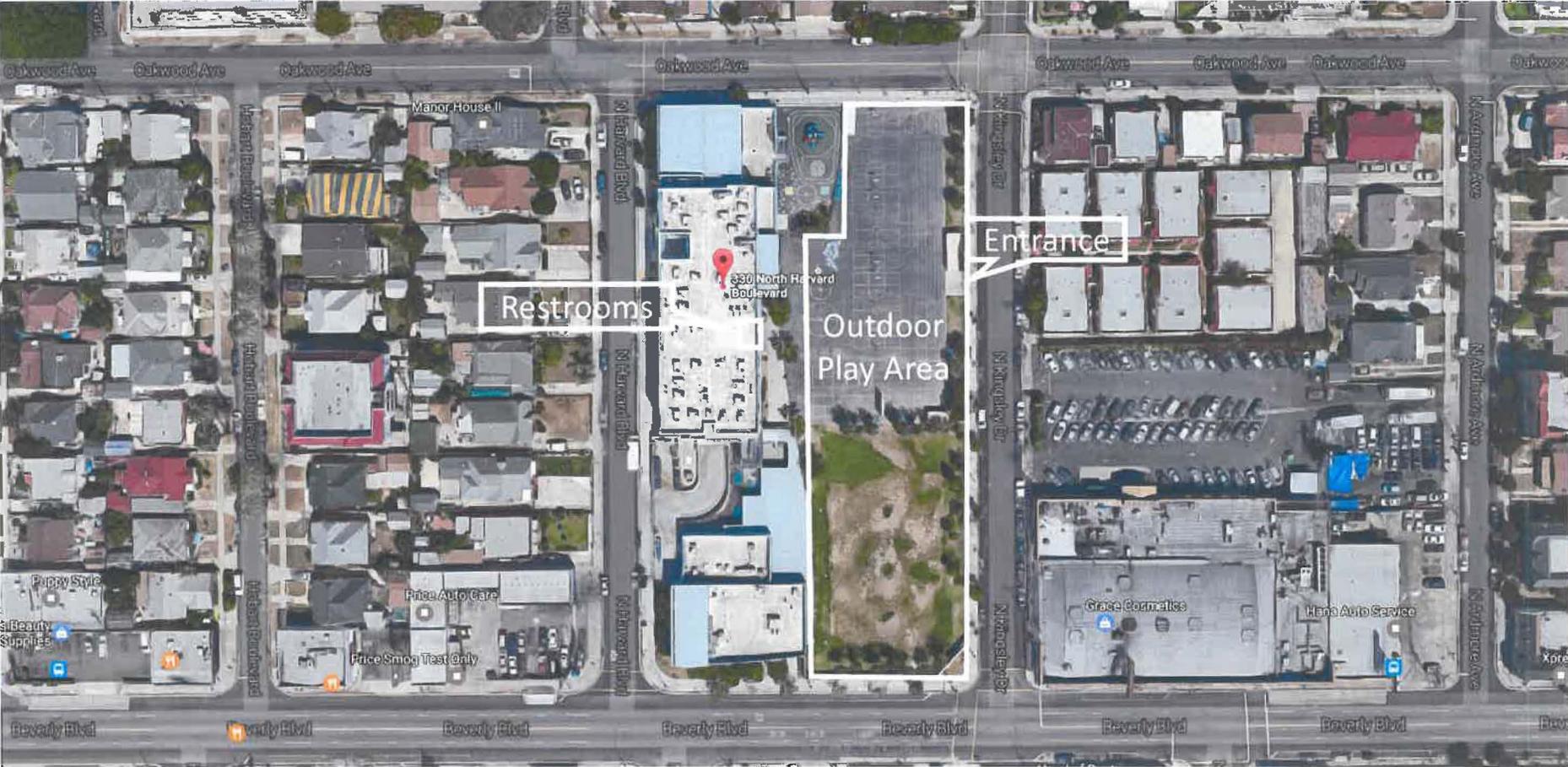
EXHIBIT A-1

Cahuenga Elementary School Community School Park



Name of School	Harvard ES
Address	330 N. Harvard Blvd., Los Angeles, CA
Principal	Mark Paz
Principal Telephone	323-953-4540
Hours of CSP Operation	Saturdays Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-3)
Restroom Access	Restrooms shall remain locked and may only be opened for single CITY employee use as needed; Restrooms available for use identified in A-2
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

EXHIBIT A-2
Harvard Elementary School
Community School Park



Name of School	75 th Street ES
Address	142 W. 75 th Street Los Angeles, CA
Principal	Miguel Campa
Principal Telephone	323-971-8885
Hours of CSP Operation	Saturdays Sundays, and School Holidays, 10 am – 4 pm; School Vacation Hours: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-4)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-3
# of Custodial Hours Required per day	One (1) hour
# of General Supervision Staff Required during CSP Hours	Two (2)

EXHIBIT A-3
75th Street Elementary School
Community School Park



Name of School	Leo Politi Elementary
Address	2481 West 11th Street, Los Angeles, CA 90006
Principal	Luis Ochoa
Principal Telephone	213-480-1244
Hours of CSP Operation	Saturdays 10 am – 4 pm; Sundays, and School Holiday: TBD and as agreed to in writing with LAUSD
Premises	Outdoor play area as identified in the Attached Plot Plan (A-4)
Restroom Access	Restrooms shall remain locked and may only be opened for single visitor use as needed; Restrooms available for use identified in A-4
# of Custodial Hours Required per day of use	One (1) hour
# of General Supervision Staff Required during CSP Hours	One (1)

EXHIBIT A-4
Leo Politi Elementary School
Community School Park

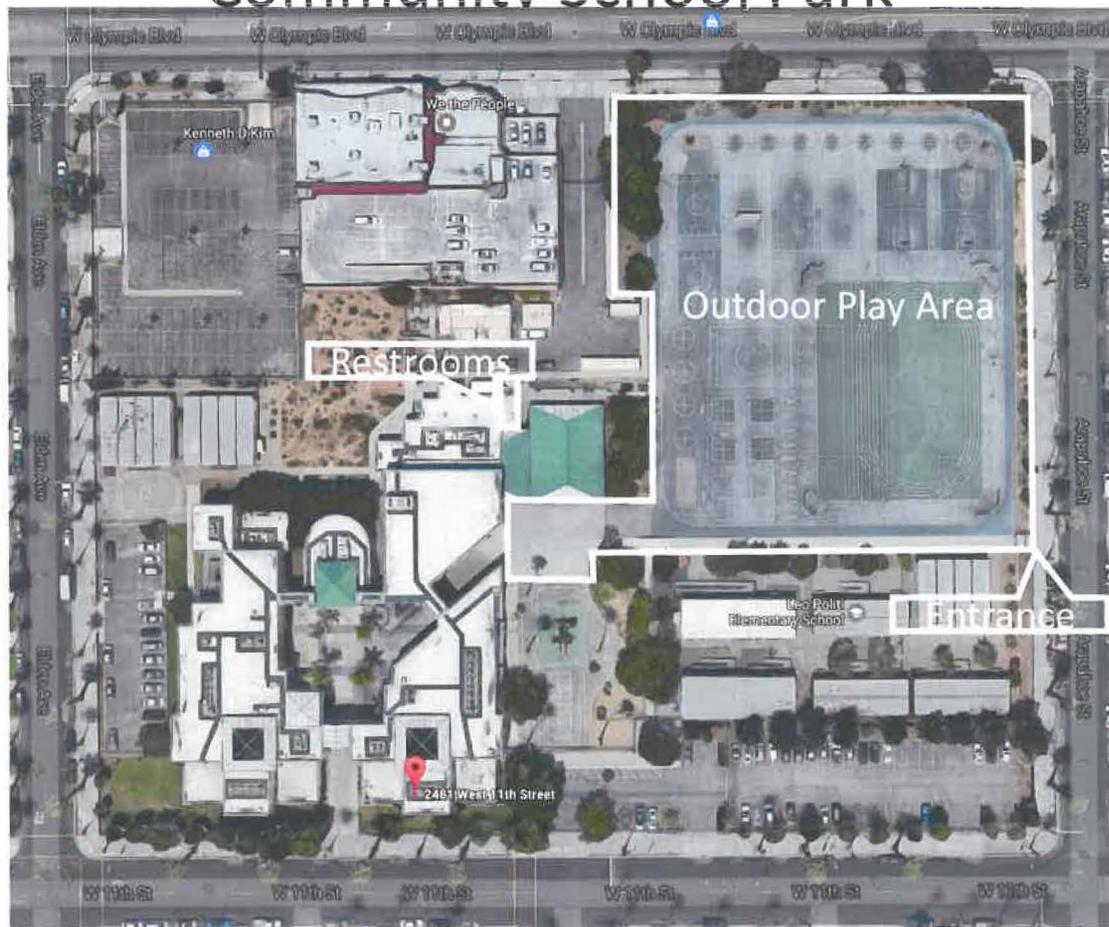


Exhibit B

M&O Services Rates

- M&O Custodial (overtime) – Thirty-Five Dollars (\$35.00) per hour, as required and/or requested by the Principals of the respective schools
- M&O Supplies – Five Dollars (\$5.00) per day
- Utilities: Two Dollars and Fifteen Cents (\$2.15) per hour

Exhibit C

LAUSD CSP Policies, Rules and Requirements

Authorized Activities	Prohibited Activities
Shuffle Board	Campaigning
Ladder Court	Use of Profane Language
Airplane Hopscotch	Possession or Use of Intoxicating Liquors/Beverages or Narcotics
Square Hopscotch	Quarreling or Fighting
Four Square	Betting or Other Form of Gambling
Traffic Jam	Card Playing
Maze	Conducting a Raffle or Lottery
Chess / Checker	Structures to be Erected or Assembled
Juggling	Use of Electrical or Mechanical Equipment
Tinikling / Tick Tack Toe	Sell, Offer or Advertise for Sale of Items
Fitness and Long Jump	Ballroom Dances
Pacer Fitness	Smoking
40 & 50 Meter Dash	Serving Food
Primary Circle	Paid Entertainment
Tag	Loud and Obstructive Music
Dodgeball	Barbecuing
Tetherball	Activity Involving an Open Flame
Volleyball	Use of Hazardous / Flammable Materials
Basketball	Activities for Profit
Primary Diamond	Roller Blading
Softball	Skateboarding
Football	Bicycling
Soccer	Gymnastics
Handball	Karate
Horizontal Bars	Weight Lifting
Obstacle Course	Wrestling
Jazzercise, Aerobics, Jujitsu	Hammer Throwing or Discus
	Picnics
	Carnivals
	Child Care

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LA

On 12/4/17 before me, Kimberly J. Henderson, Notary Public
(insert name and title of the officer)

personally appeared Sylvia Patsouras, Iris L. Davis
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly J. Henderson (Seal)



City of Los Angeles Department of Recreation and Parks Community School Park (CSP) Program Vision Statement

The historic urban development patterns throughout the nation and in the City of Los Angeles have created areas of the City that lack parks and open space. This has resulted in an inequity of recreational and physical fitness opportunities for some residents. The lack of safe recreation space for families to engage in physical activities contributes to negative health outcomes such as obesity and diabetes that disproportionately impact residents in these park deficient communities.

A nationally recognized standard for measuring a City's park access is the percentage of residents living within a ½ mile (10 minute walk) from a park or open space. Mayor Eric Garcetti's Green New Deal (Sustainable City pLAn) sets forth a goal to increase the City's park access to 65% of Angelenos by 2025 and 75% of Angelenos by 2035. According to the Trust for Public Land, approximately 61% of Los Angeles residents currently live within a ½ mile from a park or recreation facility. While the City of Los Angeles Department of Recreation and Parks (RAP) has made significant progress in expanding park access through the acquisition and development of new parks, additional strategies to increase park access must be implemented in order to meet the goals mentioned above. One key initiative proposed to advance the City's park access goals involves the opening of 25 school campuses as Community School Parks, with goal of providing park access to 200,000 residents living in park deficient communities by 2025.

The location of the LAUSD school sites in these impacted neighborhoods are situated within the ½ mile walking distance of the population. The elementary school grounds are generally of sufficient acreage to serve as neighborhood parks. The economy and logic of fully utilizing public assets by the joint use of the LAUSD school sites for community recreation and park purposes when not in use for their primary educational mission is well documented nationally and supported by the LAUSD policies.

Development of park like environments on school campuses to create Community School Parks can provide the amenities and programs for neighborhood playgrounds and community parks and recreation centers that will mitigate the lack of traditional recreational facilities in the impacted neighborhoods. The proposed Community School Parks on elementary school grounds would be operated by RAP on weekends, school holidays and vacation periods. Additionally, middle school facilities can be operated for the benefit of youth and adult sports and recreation on weekday evenings and on the weekends when not scheduled for school activities. The "Greening" of school grounds as called for in the UTLA and LAUSD Memorandum of Agreement and playground development of the school grounds would be guided by the LAUSD School Design Guide and the Public Recreation Plan Section 123 of the LA City General Plan and RAP suggested components for playgrounds.

In summary, the objective of the Community School Park Program is to address the lack of equity of RAP facilities and programs to service residents living in park deficient areas of the City, by employing best practices in the most cost effective manner.

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TA as part
of an overall
agreement

**Memorandum of Understanding
Between
United Teachers Los Angeles and Los Angeles Unified School District
Pilot Program - Green Spaces**

Attachment 4

The Los Angeles Unified School District shall create a Green Space Task Force that includes representatives from LAUSD, UTLA, and the City of Los Angeles. The task force shall be charged with creation of a plan to be presented to the Board of Education no later than December 1, 2019. The task force shall be tasked with creating a plan to increase green space, as defined in LAUSD's school design guide for all new projects (unless prohibited by law). The parties are in agreement that school greening projects enrich and strengthen our campus environments.

The District will work with UTLA, the City of Los Angeles, the County of Los Angeles, and appropriate nonprofit partners in an effort to create to the maximum extent possible, adequate green space for student physical activity.

In creating a task force plan, green space shall be studied in order of priority as follows:

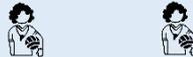
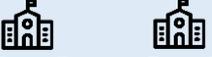
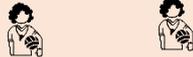
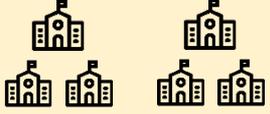
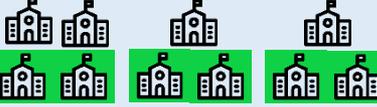
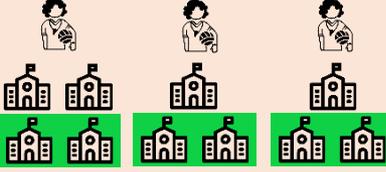
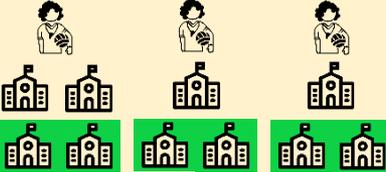
- a. Schools without any existing green space and not located near parks
- b. Schools without any existing green space
- c. Schools with small amounts of green space and communities with limited to no access to parks and recreation

LAUSD shall enter into any and all agreements with the City of Los Angeles, County of Los Angeles, and/or State of California (as permitted by law) necessary to secure funding from available sources, such as Proposition K (LA City parks measure), Proposition A (LA County parks measure), Proposition W (LA County stormwater measure) to create the above green space consistent with any plan adopted by the Board of Education.

The Facilities Services Division shall continue with the goals as listed in the Strategic Execution Plan that involves the removal of unused bungalows.

LAUSD staff shall report to the Board of Education annually on the progress towards creating green space as well as compliance with the Rodriguez Consent Decree.

RAP Community School Parks Program - Phased Expansion Plan - DRAFT

	<u># of CSPs</u>	<u>Pacific</u>	<u>Metro</u>	<u>Valley</u>	<u>Legend</u>
Current FY19-20	4				 Recreation Facility Director
Phase 1 FY20-21	12	 	  	 	 Senior Recreation Director  Recreation Supervisor
Phase 2 FY21-22	18	  	  	 	 CSP with PT Staff Team
Phase 3 FY22-23	30	  	  	 	 CSP with PT Staff Team & Greening / Improvmts