

Paramount Unified School District

TO: David J. Verdugo, Superintendent
FROM: Michael Conroy, Assistant Superintendent – Business Services
DATE: September 15, 2010
SUBJECT: Facilities Use Agreement

BACKGROUND INFORMATION:

For over forty years, the City of Paramount and the Paramount Unified School District have shared a variety of facilities for civic, recreational, tutorial and athletic activities. This joint use concept represents a long-standing partnership wherein public agencies and the citizens of the community maximize the use of public facilities and minimize the cost of land acquisition, construction and program administration.

The City and the District continue to work collaboratively and have established on-going processes to ensure that all facilities are safe, well-maintained and utilized to maximum potential. The proposed Facilities Use Agreement between the City of Paramount and the Paramount Unified School District will combine all facilities into one agreement with the potential to add future facilities, as the agreement is reviewed for renewal every five years.

POLICY/ISSUE:

Board Policy 1330(a) - Use of Facilities Agreement

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the proposed Facilities Use Agreement and authorize the Superintendent or designee to execute all necessary documents pertaining thereto.

PREPARED BY:

Patti Cummings, Director of Facilities

DISTRICT PRIORITY 7:

Increase parent and community involvement and collaboration.

**FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND
PARAMOUNT UNIFIED SCHOOL DISTRICT**

This Agreement is made and entered into this 15th day of September, 2010, between the CITY OF PARAMOUNT, a municipal corporation (hereinafter referred to as "City"), and the PARAMOUNT UNIFIED SCHOOL DISTRICT, a public school district (hereinafter referred to as "District"). The Agreement is made pursuant to being adopted by the City Council of the City of Paramount at its meeting held on the 7th of September, 2010, and by the Board of Education of the Paramount Unified School District at its meeting held on the 15th day of September, 2010.

RECITALS

WHEREAS, City and District are authorized and empowered by Section 10900 of the California Education Code to cooperate with one another in the development and execution of adequate programs of community recreation which will contribute to the attainment of general recreational objectives for children and adults of said public authorities; and

WHEREAS, City and District have previously entered into several agreements (Roosevelt School, Steam Engine Park, Paramount Park Pool, Paramount High School – West, Paramount Park and Progress Park) (collectively "Recreation Agreements"), providing for the City to use designated District Facilities as centers for community recreation, and the District to use designated City Facilities for educational and recreational purposes the last of which expiring June 30, 2039; and

WHEREAS, the Recreation Agreements have resulted in many joint uses of City and District Facilities for a variety of recreational uses that produced overall benefits for the community; and

WHEREAS, City is the owner of real property known as Park Facilities located in Paramount, California and consisting of nine turfed athletic fields, gymnasium, pools, playground equipment, and other recreational areas (hereinafter referred to as "Park Facilities"). Park Facilities locations are depicted on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, District is the owner of real properties known as District Facilities located in Paramount, California; Lakewood, California; South Gate, California; and Long Beach, California and consisting of recreational facilities and athletic fields (hereinafter referred to as "District Facilities"). District Facilities locations are depicted on Exhibit "B" attached hereto and incorporated herein by this reference; and

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

WHEREAS, City is agreeable to making Park Facilities available to District for District educational and recreational uses during school hours, Monday through Friday, and to be arranged after normal school hours and on Saturday, Sunday and holidays; and

WHEREAS, District is agreeable to making the designated District Facilities available to City for community recreation after normal school hours, Monday through Friday, and to be arranged on Saturday, Sunday, and holidays;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the City and the District agree as follows:

SECTION I
CITY USE OF DISTRICT FACILITIES

A. CITY AGREES:

1. That District reserves the right of first priority for use of District Facilities.
2. To formulate and enforce such rules and regulations as are acceptable to the District and are necessary to maintain proper standards of conduct and safety on District Facilities and comply with all state and federal law, as well as District and City administrative regulations, ordinances and policies.
3. To provide expendable supplies, materials and equipment necessary for Public Recreation Programs and Activities as defined below at City's sole cost.
4. To repair or cause to be repaired per District specifications and with District approval, or reimburse the District for the cost of repairing damage to District Facilities during periods of use by the City which is directly caused by the use thereof for City-sponsored recreation programs, except where such damage may be attributable to ordinary or reasonable use of the facilities. If the City does not commence such repairs within a reasonable time, the District may undertake such repairs and invoice the City for the cost of the repairs. The City shall pay the invoice within thirty (30) days of receipt.
5. To check before each use the condition of District Facilities it will be using to ensure the District Facility is safe for its intended use by Public Recreation Program participants. City agrees to notify the District in writing by the next business day of any repairs needed in order to ensure the safety of program participants. City will not allow anyone onto the District Facility until such repairs are made and any potentially dangerous conditions are eliminated.
6. To accept responsibility for security and supervision of all activities during the period it has permission to use District Facilities and to formulate and enforce such rules and regulations as are acceptable to the District and are

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

necessary to maintain proper standards of conduct and safety on District Facilities for all groups in accordance with District rules and regulations and any additional rules, regulations, statutes or codes governing the use of school facilities in the State of California, including fingerprinting or background checks requirements.

7. To maintain baseball diamond infields at District Facilities No. 1, 3, and 4 as listed in Exhibit B. Maintenance shall include turf maintenance, brick dust grooming and replenishment, bleacher inspection and repair, and (backstop) fencing repair as needed. If the City does not commence such maintenance or repairs, the District may undertake such maintenance or repairs and invoice the City for the cost of the maintenance or repairs. The City shall pay the invoice within thirty (30) days of receipt.
8. To maintain stadium lights located on baseball fields at District Facilities No. 1, 3, and 4 as listed in Exhibit B. Maintenance shall include light bulb replacement, minimal light standard repair, and other routine maintenance required to operate stadium lights. If the City does not commence such maintenance or repairs, the District may undertake such maintenance or repairs and invoice the City for the cost of the maintenance or repairs. The City shall pay the invoice within thirty (30) days of receipt. In the event that stadium lights require complete replacement, City and District shall develop and enter into a separate cost-sharing agreement for the replacement of the stadium lights.
9. To remove litter in the designated-use areas at District Facilities in Exhibit B. All trash generated as a result of City use of the designated use areas shall be removed from said areas by the City by the end of each day. After using District Facilities each day, City shall place District Facilities in the same order and condition as existed at the commencement of the City-sponsored activity.
10. To open and close District Facilities during the time Public Recreation Programs and Activities are conducted by the City. Keys will be distributed through the District Operations Department pursuant to District policy.
11. That use of the designated District Facilities will be exclusively for Public Recreation Programs and Activities, as defined below.

B. DISTRICT AGREES:

1. To grant the City a right to access District Facilities as necessary for City's use in accordance with this Agreement.
2. To furnish custodial services for District Facilities.

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

3. To be responsible for maintenance of District Facilities other than maintenance provided by the City as designated in Section 1A, 7 and 8 above. Such maintenance shall include mowing, fertilizing, pest control, and other field preparation, as well as inspection and repair of playground equipment. Documentation of maintenance, inspection and repairs of District Facilities, involving City use, shall be available for review during District business hours, within a reasonable time upon request of the City. City shall be provided copies, at City's cost, upon request.
4. To be responsible for the maintenance of all irrigation equipment and the control/scheduling of all irrigation systems in the District Facilities. Documentation of maintenance, inspection and repairs of District Facilities, involving City use, shall be available for review during District business hours, within a reasonable time upon request of the City. City shall be provided copies, at City's cost, upon request.

**SECTION II
DISTRICT USE OF PARK FACILITIES**

A. DISTRICT AGREES:

1. That City reserves the right of first priority for use of Park Facilities.
2. That use of the designated Park Facilities will be exclusively for student recreation and physical education purposes.
3. To formulate and enforce such rules and regulations as are acceptable to the City and are necessary to maintain proper standards of conduct and safety on Park Facilities for all age groups and comply with all state and federal law, as well as District and City administrative regulations, ordinances and policies.
4. To provide expendable supplies, materials and equipment necessary for student recreation and physical education programs at District's sole cost.
5. That hours of use of Park Facilities will be mutually agreed upon between City and District.
6. That, in the event playground equipment at Paramount Park and Progress Park require complete replacement, City and District shall develop and enter into a separate cost-sharing agreement for the replacement of the playground equipment.

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

7. To remove litter in the designated-use areas at Park Facilities in Exhibit A. All trash generated as a result of District use of the designated use areas shall be removed from said areas by the District by the end of each school day. After using Park Facilities each day, District shall place Park Facilities in the same order and condition as existed at the commencement of the District-sponsored activity.
8. To repair or cause to be repaired per City specifications and with City approval, or reimburse the City for the cost of repairing damage to Park Facilities during period of use by the District which is directly caused by the use thereof for District-sponsored recreation or physical education programs, except where such damage may be attributable to ordinary or reasonable use of the facilities. If the District does not commence such repairs within a reasonable time, the City may undertake such repairs and invoice the District for the cost of the repairs. The District shall pay the invoice within thirty (30) days of receipt.
9. To accept responsibility for security and supervision of all activities during the period it has permission to use Park Facilities and to formulate and enforce such rules and regulations as are acceptable to the City and are necessary to maintain proper standards of conduct and safety on Park Facilities for all age groups in accordance with City rules and regulations and any additional rules, regulations, statutes or codes governing the use of Park Facilities in the State of California.
10. To be responsible for immediately bringing to the attention of the City, in writing, any repairs needed to ensure the safety of participants anywhere regarding the Park Facilities. The District shall not allow anyone onto the aforementioned facilities until such repairs are made and any potentially dangerous conditions are eliminated.
11. To check before each use, the condition of the playground equipment, athletic fields, gymnasium, and pool for any possible dangerous conditions which would cause injury to participants. The District agrees to notify the City in writing by the next business day of any repairs needed in order to ensure the safety of program participants. The District shall not allow anyone onto the Park Facilities until such repairs are made.
12. To ensure that the Park Facilities' parking lots are not used for District use without prior permission from the City for District-sponsored special events. District and City will coordinate for such parking lot uses during meetings as scheduled in Section III, 4 below.
13. To open and close Park Facilities during the time District programs and services are conducted by the District. Keys will be distributed through the

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

City's Community Services and Recreation Department, pursuant to City policy.

B. CITY AGREES:

1. To grant the District the right to access City Facilities as necessary for District's use in accordance with this Agreement.
2. To furnish custodial services for Park Facilities.
3. To be responsible for maintenance of Park Facilities. Such maintenance shall include mowing, fertilizing, pest control, and other field preparation, as well as inspection and repair of playground equipment. Documentation of maintenance, inspection and repairs of Park Facilities, involving District use shall be available for review during City business hours, within a reasonable time upon request of the District. District shall be provided copies, at District's cost, upon request.
4. To be responsible for the maintenance of all irrigation equipment and the control/scheduling of all irrigation systems in the Park Facilities. Documentation of maintenance, inspection and repairs of Park Facilities, involving District use, shall be available for review at any time. District shall be provided copies, at District's cost, upon request.

**SECTION III
GENERAL PROVISIONS**

1. The term "Public Recreation Programs and Activities" as used herein shall be defined as those programs of recreation and instruction under the direction of the City, which are open to the general public, and shall not include adult sports leagues and shall not include those activities conducted and supervised by the District after school hours. City may not license, lease or otherwise contract with third parties to run third-party recreation programs or any other third-party use at the District facilities.
2. The District shall allow the City use of designated District Facilities for Public Recreational Programs and Activities in accordance with a schedule acceptable to the District; provided, however, that such scheduled use shall not at any time interfere with the use of the facilities, grounds, or equipment for regular conduct of school or for any other purpose authorized by the District.
3. Any Recreation Agreements that are currently in full force and effect between the Parties are hereby terminated and shall be replaced by this Agreement.

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

4. City and District shall meet and prepare a use schedule ("Schedule"), which shall be attached to this Agreement as Exhibit "C" to outline the anticipated uses of the Park Facilities and District Facilities. City and District shall meet to review the designated use of the areas covered by this Agreement three (3) times per year in each of the following months: January, May, and August. As a result of this review, a Schedule may be revised upon the mutual consent of both City and District. Said changes, when made, shall then become a part of this Agreement.
5. The Parties acknowledge that either Party may initiate improvements or construction on their respective facilities that may render one or more of the facilities unavailable for use under this Agreement. Each Party may schedule renovation and/or repairs of its own facilities at the times of its choosing, in its sole discretion. Such improvements or construction may be undertaken without the input or approval of the other Party.
6. The term of this Agreement shall commence on September 15, 2010, and shall terminate on September 14, 2015. The District or City may terminate this Agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.
7. All notices regarding this Agreement shall be in writing and shall be given to the other Party at the following addresses:

To the District at:

Superintendent
Paramount Unified School District
15110 California Avenue
Paramount, California 90723-4378

To the City at:

City Manager
City of Paramount
16400 Colorado Avenue
Paramount, California 90723-5091
8. No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof. Any waiver must be in writing and mutually agreed upon by both Parties.
9. This Agreement constitutes the entire agreement between the Parties. It may not be modified except by an amendment in writing signed by both City and District.

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

10. City and the District shall not assign, transfer, or subcontract any of their rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other.
11. Each Party shall take out and maintain general liability insurance to protect itself, and name the other Party as an additional named insured, from any claims for damages for personal injury or death and damage to property which may arise from operations of the Parties under this Agreement. Such insurance shall be for \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Each Party shall provide to the other Party a certificate of insurance naming the other Party as an additional insured by separate endorsements, and agreeing to hold the other Party harmless from any and all claims, loss, or damages which may occur as a result of each Party's use of the other Party's property. In addition, the certificate shall provide that such insurance may not be canceled or reduced without at least thirty (30) days written notice to the other Party. Each Party shall take out and maintain worker's compensation insurance as required by law, and provide proof to the other Party. Neither Party will be allowed to use any of the facilities listed in this Agreement until these requirements have been satisfied. Failure by District to procure or maintain required insurance shall constitute a default under this Agreement, upon which City may terminate this Agreement. Failure by City to procure or maintain required insurance shall constitute a default under this Agreement, upon which District may terminate this Agreement. The Parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the Parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the Parties may meet their insurance requirements under this Section in the same manner.
12. No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with this Agreement. This indemnity shall survive termination of this Agreement.

Each Party agrees to require all third-party organizations that it authorizes to use or enter the Site, to execute a document stating the following:

FACILITIES USE AGREEMENT
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

[Name of Organization] agrees to hold harmless, defend, and indemnify the Paramount Unified School District and the City of Paramount, their respective Board members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Paramount Unified School District and the City of Paramount, and/or their respective Board members, agents, officers, employees and representatives), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of or access to the Site known as [name of Site], by [name of organization] or its agents, officers, employees and representatives.

13. No use of the District Facilities by the City or Park Facilities by the District shall be interpreted as conveying any ownership or other property interest in the respective facilities.

IN WITNESS WHEREOF, this Agreement has been duly executed with all of the formalities required by law on the respective dates set forth opposite their signatures.

_____, 2010

CITY OF PARAMOUNT

By _____
City Manager

Printed Name

_____, 2010

PARAMOUNT UNIFIED SCHOOL
DISTRICT

By _____
Superintendent

Printed Name

EXHIBIT "A"

**CITY OF PARAMOUNT
PARK & RECREATION FACILITIES
USED BY PARAMOUNT UNIFIED SCHOOL DISTRICT**

- 1) Paramount Park, Gymnasium and Pool
14400 Paramount Blvd.
Paramount, CA 90723
 - Gymnasium used by Paramount High School for basketball, volleyball, and marching band practices and events.
 - Pool used by Paramount High School swim team, water polo, and other sports for practices, athlete conditioning, and events.
 - Playground, ballfields, and turf area used by Paramount Park School for physical education classes and recreation purposes.

- 2) Progress Park
15500 Downey Avenue
Paramount, CA 90723
 - Playground, ballfields, and turf area used by Jefferson School for physical education classes and recreation purposes.

- 3) Spane Park
14400 Gundry Avenue
Paramount, CA 90723
 - Park Facilities used by Los Cerritos School for field trip.

- 4) Senator Ralph C. Dills Park
6500 San Juan Street
Paramount, CA 90723
 - Park Facilities used for school field trips.

Remaining Park Facilities not currently used by District, but available for use:

- | | |
|---|--|
| 5) All American Park
13330 Orizaba Avenue
Paramount, CA 90723 | 7) Village Park and Skate Park
7718 Somerset Blvd.
Paramount, CA 90723 |
| 6) Pequeño Park
13931 Downey Avenue
Paramount, CA 90723 | 8) Orange Avenue Pool
14618 Orange Avenue
Paramount, CA 90723 |

EXHIBIT "B"

**PARAMOUNT UNIFIED SCHOOL DISTRICT
FACILITIES AVAILABLE FOR PARK & RECREATION USE**

- 1) Alondra Middle School
16200 Downey Avenue
Paramount, CA 90723
 - Track and Field Area used by City Parks & Recreation after school hours.
 - Gymnasium to be used by City Parks & Recreation after school hours.
*pending completion – December 2010 and agreed upon calendar usage after hours
 - Ballfield and turf area
- 2) Paramount High School
14429 Downey Avenue
Paramount, CA 90723
 - Athletic Stadium – Track and Field area used by City Parks & Recreation after school hours - * coordinates with PHS Sports and activities
 - Delores Stephens Library – to be used by City after school hours
*pending completion – August 2010 and with specific guidelines on hours available, supervision, materials available, etc
 - Gymnasiums – to be used by City Parks & Recreation after school hours
 - Ballfields and field areas - to be used by City Parks & Recreation after school hours
- 3) Paramount High School – West Campus
14708 South Paramount Blvd.
Paramount, CA 90723
 - Ballfields and field areas used by City Parks & Recreation after school hours.
 - New mini-gymnasium to be used by City Parks & Recreation after school hours.
*pending completion August, 2010 and agreed upon calendar usage after hours
 - Clearwater Auditorium to be used by City of Paramount after school hours.
- 4) Roosevelt Elementary School
13451 Merkel Avenue
Paramount, CA 90723
 - Ballfields used by City Parks & Recreation after school hours.
- 5) Zamboni Middle School
15733 Orange Avenue
Paramount, CA 90723
 - Gymnasium to be used by City Parks & Recreation after school hours.
*pending completion – December 2010 and agreed upon calendar usage after hours
- 6) All Schools
 - Dedicated classrooms, cafeteria, computer labs, and field area for STAR and GRIP Program, when space is available after school