

CITY OF LOS ALAMITOS
3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA
CITY COUNCIL
SPECIAL MEETING
Monday, September 15, 2014 – 5:00 p.m.

I, Gerri L. Graham-Mejia, as Mayor of the City of Los Alamitos, do hereby call a special meeting of the City Council of the City of Los Alamitos, to be held at the time and place listed above to discuss the matters listed below.


Gerri L. Graham-Mejia, Mayor of the City of Los Alamitos

NOTICE TO THE PUBLIC

This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

1. **CALL TO ORDER**

2. **ROLL CALL**
Council Member Edgar
Council Member Grose
Council Member Kusumoto
Mayor Pro Tem Murphy
Mayor Graham-Mejia

City of Los Alamitos

Agenda Report Special Orders

September 15, 2014
Item No: 3A

To: Mayor Gerri L. Graham-Mejia & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: Windmera Quintanar, CMC, City Clerk

Subject: Interview Applicants for the Parks, Reaction, and Cultural Arts Commission

Summary: This report provides relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Commission.

Recommendation:

1. Interview the following applicants; and,
5:00 Emil Jorge
5:10 James Main
2. Make appointments to the Parks, Recreation, and Cultural Commission; or,
3. Action as Council deems appropriate.

Background

The Los Alamitos Municipal Code provides for the appointment of residents to City Boards and Commissions. City Council policy has determined interested parties, including incumbents, need to submit an application for consideration by the Council. All applicants are interviewed before the Council in an open setting.

Three scheduled vacancies on the Parks, Recreation, and Cultural Arts Commission, have occurred. Availability Notices were posted at City Facilities, on the City's website, advertised on LATV-3, and copies were provided to the press inviting residents to apply for these positions.

Discussion

Recruitment for the Parks, Recreation, and Cultural Arts Commission was opened in July 2014. At that time no applications were received for the three positions. The City Clerk's Office reopened recruitment and has received two applications for the three positions. Recruitment will be reopened for any remaining positions after Council's action tonight.

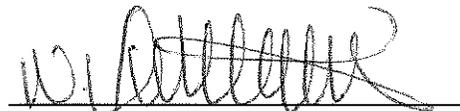
Commissioners Candace Dewitt-Drucker, Chuck Landon, and Cathie Matsubara have terms that will expire September 2014. Commissioner Landon was appointed to the Personnel Appeals Commission and Commissioners DeWitt-Drucker and Matsubara have indicated to Staff that they will not be reapplying.

At this time, it is appropriate to conduct applicant interviews so appointments may be considered.

Fiscal Impact

None.

Submitted By:



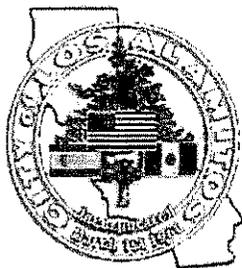
Windméra Quintanar, CMC
City Clerk

Approved By:



Bret M. Plumlee
City Manager

Attachments: 1. Applications & Interview Questions
2. Local Appointment List



CITY OF LOS ALAMITOS

3191 Katella Ave., Los Alamitos CA 90720
(562) 431-3538 <http://cityoflosalamitos.org>

RECEIVED

AUG 20 2014

City Clerk's Office
City of Los Alamitos

COMMISSION APPLICATION

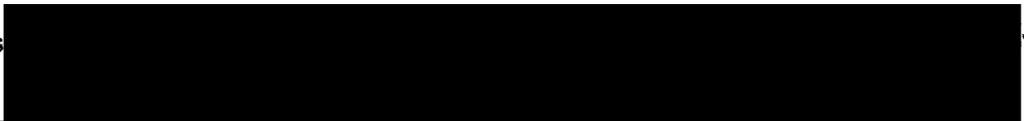
Application to be considered for the following Commissions:

- Cable Parks, Recreation, and Cultural Arts
- Personnel Appeals Planning Traffic

Apartment Row

Applicant's name Emil Jorge

Applicant's address



720

Home Telephone:

E-mail:



Years Lived in Los Alamitos 2

Previous service on any Commission/Board? Yes No

If Yes, which Commission? _____ When? _____

Are you available to attend evening meetings? Yes

Do you presently contract any services or are you otherwise employed by the City? Yes No

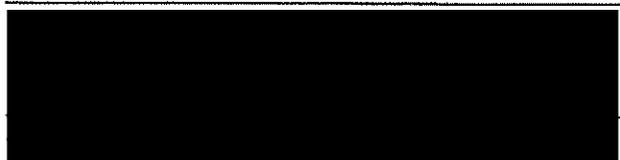
If so, what is the nature of the contract or employment? _____

Please describe how your qualifications and skills would benefit the Commission:

Having lived in Rossmore my entire life and recently moved to Los Alamitos, I am keenly aware of the area and its related issues. I have served on the Board of Directors at Casa Youth Shelter for twelve years and was President for three of those years. My company, Sparta Graphics, Inc. has been in business in Los Alamitos for almost thirty years. I have three boys that are each in multiple sports that primarily use local parks for practice and games. I believe in the concept of giving back to the community and feel this would be a wonderful way to continue in that pursuit.

Please describe your educational background and list any professional or vocational licenses/certificates:

I attended Los Alamitos High School and the University of California, Berkeley.



8/20/14
Date

September 15, 2014

**INTERVIEW QUESTIONS FOR
PARKS, RECREATION, AND CULTURAL ARTS COMMISSION**

Emil Jorge

- 1. What special traits, characteristics or experience do you bring to the Parks, Recreation, and Cultural Arts Commission?**
- 2. Why do you want to serve on the Parks, Recreation, and Cultural Arts Commission?**
- 3. What do you think is/are the most significant issue(s) facing the Parks, Recreation, and Cultural Arts Commission?**
- 4. In your own words, what do you feel is the role of the Parks, Recreation, and Cultural Arts Commission in Los Alamitos?**
- 5. When considering actions by the Parks, Recreation, and Cultural Arts Commission, how do you balance the best interest of the entire community against the likes/dislikes of yourself, your friends or your neighbors?**



CITY OF LOS ALAMITOS

3191 Katella Ave., Los Alamitos CA 90720
(562) 431-3538 <http://cityoflosalamitos.org>

RECEIVED Date Received
(Date stamped)

2014 SEP -2 PM 12:00

COMMISSION APPLICATION

Application to be considered for the following Commissions:

- Cable
- Parks, Recreation, and Cultural Arts
- Personnel Appeals
- Planning
- Traffic

Applicant's name James ANDREW MANA Suburbia

Applicant's address [REDACTED] 90720

Home Telephone: [REDACTED]

E-mail: [REDACTED] Years Lived in Los Alamitos 32

Previous service on any Commission/Board? Yes No

If Yes, which Commission? _____ When? _____

Are you available to attend evening meetings? yes

Do you presently contract any services or are you otherwise employed by the City? Yes No

If so, what is the nature of the contract or employment? _____

Please describe how your qualifications and skills would benefit the Commission:

29 years employed by Bristol Myers Squibb as a leader. Many years involved with youth sports in Los AL. Son & Daughter served as student reps on this commission.

Please describe your educational background and list any professional or vocational licenses/certificates:

BA UCLA, Many Leadership positions at Bristol Myers Squibb

[REDACTED] 8/28/14
Date

Attachment 2

CITY OF LOS ALAMITOS
3191 Katella Avenue, Los Alamitos, CA 90720

LOCAL APPOINTMENTS LIST

NOTICE IS HEREBY GIVEN that the City of Los Alamitos encourages residents to apply for positions on City Commissions, Boards and Committees that will have vacancies in 2011. At the end of each year, the City releases a list of expiring appointed terms for the coming year, names of incumbents, and the dates of their appointments. The following is a complete list for 2011. Interested residents may contact the Office of the City Clerk for applications and additional information, (562) 431-3538, Ext. 220.

QUALIFICATIONS AND REQUIREMENTS: Members of the following Commissions and Boards shall be appointed, and shall be subject to removal, by motion of the City Council adopted by a majority vote. The members thereof shall be appointed from the qualified electors of the City, none of who shall hold any paid office or employment in the City government and shall serve until their respective successors are appointed and qualified. If a member of a Board or Commission is absent from three (3) consecutive meetings of such Board or Commission, unless by permission of such Board or Commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall become vacant and shall be so declared by the City Council.

Planning Commissioners are designated "code filers" under California Government Code Section 87200. All other Boards/Commissions are designated "code filers" under the City's Conflict of Interest Code (COIC). Financial disclosure must be made periodically on specific forms and become documents of public record.

CABLE TELEVISION COMMISSION - The Cable Commission consists of five members, plus one-full time student member who is at least 16 years of age. The Commission meets on the third Wednesday of January, March, May, July, September & November, at 7:00 p.m., in the Los Alamitos Council Chambers, 3191 Katella Avenue, Los Alamitos. The Cable Commission is responsible for the administration of the local cable television access program. Applicants must be interviewed by the City Council prior to appointment.

Commission (3 years)	Members	Appointment	Exp. Date	Residential Area
CABLE TV	Steve Clayton	July 2011	December 2014	Highlands
CABLE TV	Alice Jempsa	July 2011	December 2014	Suburbia
CABLE TV	Thomas Rothwell	July 2011	December 2014	College Park North
CABLE TV	Shelley Hasselbrink	May 2013	December 2016	Carrier Row
CABLE TV	John Underwood	August 2012	December 2017	Carrier Row
CABLE TV Student	VACANT		December 2016	

PARKS, RECREATION & CULTURAL ARTS COMMISSION - This is a seven-member Commission, which meets on the first Wednesday of each month at 7:00 p.m. in the City Council Chambers, 3191 Katella Avenue, Los Alamitos. It is responsible for advising the City Council in all matters pertaining to public recreation and parks, including problems of development of recreation areas, facilities, programs and services and formulating policies on recreational services, and also programming yearly events within the community that promote fine arts.

Commission (3 years)	Members	Appointment	Exp. Date	Residential Area
PR & CA	Candace DeWitt-Drucker	July 2011	September 2014	Highlands
PR & CA	Cathie Matsubara	July 2011	September 2014	Old Dutch Haven
PR & CA	VACANT		September 2014	
PR & CA	Pete Carvajal	February 2003	December 2014	Highlands
PR & CA	Thomas Lindsey	December 2014	December 2014	Old Town West
PR & CA	Samuel Manning	July 2009	December 2014	Woodcrest
PR & CA	Elliot Singer	October 2008	December 2014	Highlands

PERSONNEL APPEALS COMMISSION - This is a five-member Commission, which meets on an as-needed basis. The Personnel Appeals Commission receives and hears appeals on personnel matters.

Commission (4 years)	Members	Appointment	Exp. Date	Residential Area
PERSONNEL APPEALS	Marilyn Bates	August 2012	August 2016	Greenbrook
PERSONNEL APPEALS	Cathie Salai	August 2008	August 2016	Greenbrook
PERSONNEL APPEALS	Chuck Landon	August 2014	December 2016	Greenbrook
PERSONNEL APPEALS	Robert Lee	February 2003	December 2018	Carrier Row
PERSONNEL APPEALS	Betty Schmicker-Black	September 1994	December 2018	Greenbrook

PLANNING COMMISSION - This is a seven-member Commission that meets on the second Monday of each month at 7:00 p.m. in the Los Alamitos Council Chambers, 3191 Katella Avenue, Los Alamitos. The Planning Commission is responsible for recommendations and implementation of the City's General Plan and zoning ordinances, as well as review of development proposals.

Commission (3 years)	Members	Appointment	Exp. Date	Residential Area
PLANNING	Will Daniel	February 2005	December 2014	Highlands
PLANNING	Victor R. Sofelkanik	August 2000	December 2014	Greenbrook
PLANNING	John Riley	July 2009	July 2015	Country Squares
PLANNING	Art DeBolt	January 2013	December 2015	Suburbia
PLANNING	Mary Anne Cuiilty	December 2013	December 2015	Highland
PLANNING	Wendy Grose	January 2010	December 2015	Old Town West
PLANNING	Gary Loe	January 2010	December 2015	Highlands

TRAFFIC COMMISSION - This is a seven-member Commission that meets monthly on the second Wednesday of each month at 7:00 p.m. in the Los Alamitos Council Chambers, 3191 Katella Avenue, Los Alamitos. The Traffic Commission is responsible for reviewing complaints, requests or suggestions concerning traffic safety conditions and making recommendations to the City Council.

Commission (3 years)	Members	Appointment	Exp. Date	Residential Area
TRAFFIC	Dave Emerson	January 2012	December 2014	Suburbia
TRAFFIC	Johanna Schleuter	March 2011	December 2014	Carrier Row
TRAFFIC	Richard Vardeman	March 2011	December 2014	College Park North
TRAFFIC	Gina Biri	May 2013	December 2016	Carrier Row
TRAFFIC	James Wilhelm	May 2010	May 2016	Commercial
TRAFFIC	Javier Mejia	January 2013	December 2016	Apartment Row
TRAFFIC	Daniel Patz	January 2013	December 2016	Greenbrook

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City of Los Alamitos

Agenda Report Special Orders

September 15, 2014
Item No: 3B

To: Mayor Gerri L. Graham-Mejia & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: Corey Lakin, Director of Recreation & Community Services

Subject: Review of the Draft Individual Joint Use Agreement for McAuliffe & Oak Fields & Draft Master Joint Use Agreement with the Los Alamitos Unified School District & Discussion of Future Individual Joint Use Agreements

Summary: This agenda item presents the Draft Individual Joint Use Agreement for McAuliffe Middle School Field, Oak Middle School Field, and the revised Draft Master Joint Use Agreement between the City of Los Alamitos and the Los Alamitos Unified School District. Staff is seeking theoretical approval of these three draft agreements and direction from the City Council on the negotiations of additional four Individual Joint Use Agreements for Oak Middle School sites: Gymnasium, Outdoor Basketball Courts, Community Restrooms, and Bike/Walk Path to Coyote Creek Park.

Recommendation:

1. Review, discuss, alter and theoretically approve the Draft Individual Joint Use Agreement for McAuliffe Middle School Fields;
2. Review, discuss, alter and theoretically approve the Draft Individual Joint Use Agreement for Oak Middle School Fields;
3. Review, discuss, alter and theoretically approve the revised Draft Master Joint Use Agreement; and,
4. Discuss and provide direction to Staff regarding the additional four prospective Individual Joint Use Agreements for Oak Middle School (Gymnasium, Outdoor Basketball Courts, Community Restroom & Bike/Walk Path to Coyote Creek Park.

Background

Since 1974, the City of Los Alamitos and Los Alamitos Unified School District (formerly Anaheim Union School District) have had a Joint Use Facility Agreement for one or more School District facilities.

Expired Agreements (Past)				
Site	Term	Agreement Dates	Revenue	Expenses
Oak Gymnasium	In Perpetuity	1974-	City = 100%	Maintenance = 100% District Utilities = 100% District
Oak Fields	25 years	1978-2003	Field Use = 50%/50% Light Use = 100% City	Maintenance = 100% District Water = 100% District Lights/Electricity = 100% City
McAuliffe Fields	10 years	2001-2011	Field Use = 50%/50% Light Use = 100% City	Large Field Maintenance = 85% City/ 15% District Large Field Water = 50%/50% Track/Track Field Maintenance = 100% District Track Field Water = 100% District Lights/Electricity = 100% City

In September 2010, the City and District updated the Master Joint Use Agreement in order to solidify the liability and legal aspect of the Joint Use Facilities and agreed to continue the IJUAs as is, until they become updated over the next few years. Since then, the Los Alamitos Unified School District and Los Alamitos City Working Group has discussed the updating of the Individual Joint Use Agreements and with the recent Field Use and Fee Schedule updates that were implemented January 1, 2014, now is the time to update the IJUAs.

Staff from the Los Alamitos Recreation and Community Services Department and Los Alamitos Unified School District individually and jointly spent the last several months drafting and revising the Individual Joint Use Agreement for McAuliffe Middle School Fields. On July 21, 2014, the City Council hosted a workshop on the Draft IJUA for McAuliffe Fields and the Draft MJUA, with some discussion of the future IJUAs. At that time, a future workshop was deemed necessary to further discuss the agreements and provide direction to Staff on how to proceed with the agreements.

Discussion

The City-District Working Group met on August 26, 2014 and asked Staff to continue moving forward with the next IJUA for Oak Middle School Field, since it looks similar to the McAuliffe IJUA, but provides for the District to maintain that field. It was recommended that the entire Council and Board individually review and provide feedback on the proposed language for these two draft Individual Joint Use Agreements and the draft revised Master Joint Use Agreement before continuing to move forward on the other IJUAs. Below is a summary of the changes to the Draft Individual Joint Use Agreement for McAuliffe Middle School Fields (Attachment #1) and Oak Middle School Fields (Attachment #2), and the Draft Master Joint Use Agreement (Attachment #3) and the overall changes that may be used for the additional IJUAs that will be drafted next. Attachment #4 shows an estimated net cost to the City under the proposed IJUAs, if they are structured similarly.

Individual Joint Use Agreements

Staff were tasked with rewriting the Individual Joint Use Agreements for Oak and McAuliffe Middle School sites. In total, this includes six different locations that have expenditures for maintenance and revenues from user groups. Before, there were only three IJUAs (Oak Gym, Oak Field, McAuliffe Field) and now three additional IJUAs will be developed for Oak Middle School (Community Restrooms, Outdoor Basketball Courts, Bike/Walk Path to Coyote Creek Park). Staff from the City and LAUSD put together what was deemed “fair and equitable” separation of duties, maintenance, cost-sharing and revenue collection. This allows for a 50%/50% split in revenues and expenditures, with each agency being solely responsible for the maintenance of the fields at one site and invoicing the other for expenses and dividing the revenues. Below is a table as above highlighting the Oak Fields and McAuliffe Fields, with the proposed changes based on the new draft IJUAs.

Proposed Agreements				
Site	Term	Agreement Dates	Revenue	Expenses
Oak Fields	In MJUA (5 years + possible 5-yr. extension)	In MJUA (2015-2019)	Field Use = 50%/50% Light Use = 100% City	Maintenance = 50%/50% (District staff will maintain the fields) Water = 50%/50% Lights/Electricity = 100% City
McAuliffe Fields	In MJUA (5 years + possible 5-yr. extension)	In MJUA (2015-2019)	Field Use = 50%/50% Light Use = 100% City	Maintenance = 50%/50% (City staff will maintain the fields) Water = 50%/50% Lights/Electricity = 100% City

The City will maintain all of seven acres of McAuliffe Middle School Field (large fields and track field and track), while the District will maintain all ten acres of Oak Middle School Field. The City and District will split the cost of water for all fields as well as any “large non-routine maintenance items [that] will be discussed in advance between the Parties before implementation when possible” (Section 4.1.2 of the IJUAs).

The additional costs associated with the new IJUAs are:

- McAuliffe \$18,000-\$20,000 per year (approximately \$1,250 is not included in the FY 14-15 budget) for maintenance and water for track field & track
- Oak \$12,000-\$24,000 per year (none is budgeted in the FY 14-15 budget) for water

Draft Master Joint Use Agreement

The Master Joint Use Agreement (MJUA) houses the legal language and the broad terms and timeline for all of the Individual Joint Use Agreements. The MJUA was originally agreed to and signed by both entities in September, 2010. Since the MJUA is a five-year agreement with the possibility of a five-year extension, staff is recommending renewing the MJUA at the same time as the IJUAs, so they are all on the same timetable and are renewed together.

A new subsection (7.4) was added by the District to continue allowing “the City to utilize District land next to Oak School which is currently being used a parking lot, sidewalks and play areas next to the community center as shown on Exhibit B [of the MJUA]. The City’s continued use is conditioned on the City being responsible for maintaining all the improvements on the property as well as maintaining all insurance and indemnifying the District for any claims arising from the use of the property as long as this agreement is in place.”

Additionally, a new section in the MJUA (Section 8.0) was added to describe the use of the Field Capital Improvement Program (CIP) Funds collected by the City and District to assist in providing funding for rehabilitation of the fields in the future. These “capital direct fees (previously referred to as the ‘per head fee’) will be collected and maintained in a separate account (referred here after as the CIP Fund)” and can be used only for large Capital Projects, like redoing an entire field (turf, irrigation, etc.). The recommendation is that the CIP Funds should accumulate a minimum balance of \$500,000 before any money is allocated to a specific project, due to the expensive nature of such projects. Project locations will begin with (in order):

1. Joint-Use Fields (McAuliffe and/or Oak Middle School Fields)
2. City of Los Alamitos Fields (Laurel Park, Little Cottonwood Park, Orville Lewis Park)
3. District Fields (Elementary, Middle or High School Fields in the District)

Not all the funds must be spent on one project and consensus must be reached by the City Council and School Board on which project to fund for the Joint-Use fields, while the City or the District will have final say on the projects that impact the fields each entity owns. However, the District is still reviewing new language in the revised Civic Center Act that may alter the way the CIP funds are charged and collected, and since the land is owned by the District, both the City and the District must abide by the Civic Center Act on District property. Attachment #2 is the Draft Master Joint Use Agreement with the recommended language.

Future Individual Joint Use Agreements

The Individual Joint Use Agreements for the Oak Gymnasium, Oak Outdoor Basketball Courts, Oak Community Restrooms and Oak Bike/Walking Path to Coyote Creek Park has not been discussed in detail, but Staff would like direction from the City Council on how to proceed.

Initial discussions have included that the City will continue to maintain the Oak Bike/Walking Path to Coyote Creek Park as they currently do. All expenses and maintenance costs are paid for by the City and there are no revenues associated with this IJUA. The Oak Community Restrooms are currently maintained by the District during and immediately after school activities and the City maintains them during and immediately after City-allocated times. The District and City both restock the restrooms and provide custodial staff and supplies for the restroom. It is being recommended to continue this practice going forward. If items are found broken due to vandalism either during school hours or during City-allocated hours, the responsible party will be

accountable for repairing/replacing the broken item(s). As repairs are needed to the facility due to age, it is recommended that the costs associated with the repairs be shared between the City and the District.

The Oak Outdoor Basketball Courts are mainly used by the District with only occasional use by the City and the user group National Junior Basketball. With the minimal wear and tear on this outdoor facility, Staff will recommend that the District cover all expenses associated with the courts, except for the lights that the City will maintain.

The Oak Gymnasium was recently upgraded and therefore initially will need little maintenance, other than custodial work, which both the City and the District are responsible for during their allocated times. The gymnasium floor should be refinished annually at a cost estimate of \$4,200-4,600, so if that expenditure is split between the entities, the City would be responsible for approximately \$2,200 for that project. However, additional costs like utilities and unforeseen maintenance repairs, are unknown at this time and therefore cannot be predicted. Additionally, the revenues for the Oak Gymnasium are currently retained entirely by the City (approximately \$20,000 per year), so dividing that revenue with the District would result in a loss of approximately \$10,000 annually for the City.

Fiscal Impact

The fiscal impact for the two Draft Individual Joint Use Agreements (McAuliffe Fields and Oak Fields) \$30,000-\$45,000 annually, mostly depending on the water costs for both facilities and extra staff time to maintain the extra acre of turf at McAuliffe Field. The water costs (\$12,000-24,000) and fertigation (\$1,000-1,500) at McAuliffe Track Field are not currently budgeted in the FY14-15 budget. (Since the track and track field are in disrepair, the Public Works Department will continue to maintain those facilities as best as they can, under the current conditions.)

There is no fiscal impact for the Master Joint Use Agreement changes, as the CIP Fees were established in the "Facility User Policy and Procedures – Rules and Guidelines". However, the District has indicated that the State regulations for school fees will be changing and therefore will likely affect how the CIP fees are collected in the future. The District is still researching the regulations imposed by the State and will keep the City informed as they decipher the policies.

The fiscal impact for the additional IJUAs (Oak Gymnasium, Oak Community Restrooms, Oak Outdoor Basketball Courts, Bike/Walk Path to Coyote Creek Park) vary from no additional impact to a known revenue loss and expenditures increase of approximately \$12,500 for the Gymnasium. With no predicable new ongoing expenditures for the restrooms, outdoor courts and bike/walk path, the variables are within the Oak Gymnasium IJUA. Ranges can vary from \$0 to \$12,500 or more, depending on the direction provided by the City Council and the negotiations with the District of the four Individual Joint Use Agreements.

Submitted By:



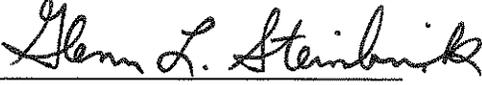
Corey Lakin
Director of Recreation & Community Services

Approved By:



Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:



Glenn L. Steinbrink
Interim Administrative Services Director

- Attachments: 1. Draft Master Joint Use Agreement
2. Draft McAuliffe Middle School Fields Individual Joint Use Agreement
3. Draft Oak Middle School Fields Individual Joint Use Agreement
4.. MJUA & IJUA Revenue/Expenditure Differences for City*

DRAFT AS OF 9/9/14
MASTER JOINT-USE AGREEMENT
FOR USE OF SHARED SITES

between

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
(562) 431-3538

&

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
(562) 799-4700

THIS MASTER JOINT-USE AGREEMENT FOR USE OF SHARED SITES (“Agreement”) is made as of the ____ day of _____, 2014 (the “Effective Date”) by and between the LOS ALAMITOS UNIFIED SCHOOL DISTRICT (“District”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the California Education Code and the CITY OF LOS ALAMITOS, a California charter city (“City”). Collectively, the District and the City shall be referred to herein as the “Parties” and individually as a “Party”.

DRAFT AS OF 9/9/14

RECITALS

A. California Education Code Section 10900 et seq. authorizes and empowers school districts to cooperate with public agencies in organizing, promoting, and conducting joint programs of recreation as well as education.

B. California Government Code Section 6500 et seq. (the "Joint Powers Law") provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties.

C. Pursuant to the Joint Powers Law, the District and the City are each public agencies and are authorized and empowered to contract for the joint exercise of powers.

D. The District and City wish to share with each other the use of their separately owned property (collectively "the Property") for the common general educational and recreational objectives of the community and to jointly accomplish various projects related to the improvement and use of the Property.

E. The purpose of this Agreement is to establish a framework setting forth the basic terms applicable to the Parties' joint use of the Property. The District and the City acknowledge that this Agreement is being entered into by each Party, as a courtesy between public agencies and for the mutual benefit of each.

F. It is the desire of the District and the City, upon the express terms and conditions set forth in this Agreement, to utilize the Individual Joint Use Agreements for the mutual benefit and use of each Party, pursuant to the terms set forth herein.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

(Intentionally Left Blank)

DRAFT AS OF 9/9/14

AGREEMENT

0.0 DEFINITIONS. For purposes of this Agreement, the following terms mean:

0.1 “Annual Committee”: the committee created pursuant to Section 6.0 of this Agreement.

0.2 “Donation”: any gift, present, or contribution of any monetary value, including those from user groups, except Government Grants, received by either party that is related to a Site or its use pursuant to any Individual Joint Use Agreement.

0.3 “Government Grant”: a monetary grant from any local, state or federal governmental entity.

0.4 “Individual Joint Use Agreement” or “IJUA”: any separate agreement entered into by the Parties to govern the joint use of a specific Site.

0.5 “Owner”: the Party who owns a particular Site.

0.6 “Site”: a specific property and its associated facilities subject to this Agreement.

1.0 CIVIC CENTER ACT. The District may identify any Site it owns as a “Civic Center” pursuant to Education Code Section 38130 *et seq.* (“Civic Center Act”). Subsequent to identification as a Civic Center, the use of any such Site must comply with the provisions of the Civic Center Act to the extent the property is under the control of the District. To the extent permitted by law, and regardless of whether the Site is designated as a Civic Center, the Parties shall charge a fee for its use, as set forth in the Individual Joint Use Agreements, to organizations or persons other than the Parties to cover expenses of the particular activity or service conducted on the Site.

2.0 TERM OF THE MASTER JOINT USE AGREEMENT. This Agreement shall commence upon the Effective Date, and remain in effect for five (5) years. The Parties may upon mutual written agreement extend the term for an additional five (5) years. Each Individual Joint Use Agreement shall contain a separate provision setting forth the term for that IJUA.

3.0 EARLY TERMINATION OF AGREEMENT.

3.1 In the event of unforeseen circumstances, either Party may terminate this Agreement or any or all IJUA’s upon six (6) months written notice to the other Party. For these purposes, “unforeseen circumstances” means dire financial conditions for either Party, City or District loss of revenue or funding, or the terminating Party’s need for the exclusive use of the facility or Site identified in the IJUA.

3.2 Notwithstanding the foregoing, in order to maximize any applicable Government Grant fund requirements, the Parties may agree to extend or otherwise waive any termination right, upon mutual approval by the Parties’ respective governing boards. However, should the

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City seek a grant for purposes of use on the District's property, the City will first receive approval to seek and use the Grant on the District's property from the District. ~~If in the future, should City property become the subject of an IJUA between the Parties, the opposite will apply, in that should the District apply for a grant for purposes of use on the City's property, it will first receive approval to seek and use the Grant on the City's property.~~

4.0 EMERGENCY NEED. Nothing in this Agreement or any IJUA shall limit either Owner's right to make unlimited use of all or any portion of its Sites during an emergency. For purposes of this Agreement, an emergency is any circumstance or event that the Owner deems to pose an actual or potential danger to life or property.

5.0 INDIVIDUAL JOINT USE AGREEMENTS.

5.1 Descriptions of each individual joint use project are set forth in the IJUA's attached hereto as Exhibit A. To the extent that any provision in any of the IJUA's conflicts with any provision in this Agreement, this Agreement shall prevail unless modifications are mutually agreed upon in each IJUA.

5.2 Upon the effective date of this Agreement, this Agreement shall govern the following IJUA's and property identified therein:

5.2.1 Individual Joint Use Agreement, No. 1, for the McAuliffe Fields.

5.2.2 Individual Joint Use Agreement, No. 2, for the Oak Fields

5.2.3 Individual Joint Use Agreement, No. 3, for the Oak Gymnasium.

5.2.4 Individual Joint Use Agreement, No. 4, for the Oak Outdoor Basketball Courts

5.2.5 Individual Joint Use Agreement, No. 5, for the Oak Community Restrooms

5.2.6 Individual Joint Use Agreement, No. 6, for the Oak Bike/Walk Path to Coyote Creek Park

5.3 The Parties may enter into additional IJUA's, and any such IJUA's shall be subject to all provisions in this Agreement as if expressly stated in that IJUA.

6.0 ANNUAL COMMITTEE MEETING. The Parties shall ~~establish a committee to meet~~ annually to discuss issues regarding the Sites, this Agreement, and the IJUA's, including, but not limited to, scheduling, repairs, and maintenance of the Sites.

~~6.0 The committee shall be comprised of 4, 6, or 8 members, divided equally between the Parties, and appointed by the Party's respective Executive Officers. The District Superintendent~~

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and the City Manager or their respective designees shall be ex-officio members of the committee and the committee will not be a Brown Act body.

~~7.0~~ **7.0 OWNERSHIP OF THE SITES, FACILITY, FURNISHINGS, AND EQUIPMENT.**

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~~7.1~~ **7.1** Each Owner shall retain its existing ownership interest in and to its Sites and any land, building, or improvement existing thereon as of the effective date of the applicable IJUA. No past, present, or future use of any of the Sites pursuant to this Agreement shall be interpreted as conveying any ownership or other property interests in any of the Sites.

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~~7.2~~ **7.2** Personal property, trade fixtures, furnishings, or equipment installed or placed on a Site by a Party after the effective date of the applicable IJUA shall remain that Party's separate property.

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~~7.3~~ **7.3** Upon the expiration or termination of an IJUA, the Party who is not the Owner shall remove from the Site its personal property, trade fixtures, furnishings, or equipment within 90 days or longer by mutual agreement of the parties or else such personal property, trade fixtures, furnishings, or equipment shall become the sole property of the Owner. If a Party removes any personal property, trade fixtures, furnishings or equipment from a Site of which it is not the Owner, that Party must return to its original condition that portion of the Site affected by such removal.

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~~7.4~~ **7.4** The District agrees to continue to allow the City to utilize District land next to Oak School which is currently being used as parking lot, sidewalks and play areas next to the community center as shown on Exhibit B. The City's continued use is conditioned on the City being responsible for maintaining all the improvements on the property as well as maintaining all insurance and indemnifying the District for any claims arising from the use of the property as long as this agreement is in place.

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~~8.0~~ **8.0 PROJECT FUNDING AND CAPITAL COSTS.** The terms under which the joint use of any Site is to be funded and the terms for sharing any associated capital costs shall be set forth in the applicable IJUA's. However, any Capital Direct Fees assessed to users will be controlled by this MJUA, here in.

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~~8.1~~ **8.1** Any fee collected for the purpose of capital direct fees (previously referred to as the "per head fee") will be collected and maintained in a separate account (referred here after as the CIP Fund) that can be reported on regularly to the Governing Board or City Council. The capital fees are to be paid to the entity who owns the property being rented out through the Use of Facilities process for which the fee was collected.

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~~8.2~~ **8.2** How and when the Capital Direct Fee is collected will be controlled by "Facility User Policy and Procedures – Rules and Guidelines" as approved by the Los Alamitos Unified School District Board and the City of Los Alamitos City Council.

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8.3 The CIP Fund for both entities will be maintained under the following guidelines:

8.3.1 The fees collected by the City and the District, will be placed into a CIP Fund that will only be used on major field construction/upgrades. This Fund will not provide for or be used for any ongoing maintenance or normal repairs by either entity.

8.3.2 The two CIP Funds together must have accumulated a combined minimum balance of \$500,000 before any money is allocated to any specific projects. The Fund Balance will be shared at all City-School District Working Group Meetings, at the biannual Community Sports Board Meetings, annually at a Parks, Recreation and Cultural Arts Commission meeting and annually during the budget process for both the City and District or as requested by City Council or District Board of Education Members.

8.3.3 Once the combined CIP Fund balances have reached the minimum \$500,000 balance, the City-School District Working Group may begin developing and prioritizing field CIP projects. Once the minimum balance has been reached in the CIP Funds, CIP Project suggestions will be listed and submitted to the City Manager and District Superintendent and/or his/her designee in January annually in priority order by community organizations including: the Community Sports Board, City Staff, District Staff, Parks, Recreation and Cultural Arts Commission, District Booster Clubs, City Council Members, and District Board of Education Members. City and District Staff will collect and compile the suggestions and submit them to the City-School District Working Group. The City-School District Working Group will prioritize the project(s) and forward a uniform recommendation to the City Council and District Board of Education for approval and funding allocation.

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8.3.4 CIP Projects considered for funding should be utilized in the following order and repeated in the same order. Only by decision by of both the Los Alamitos City Council and District Board of Education ~~should~~ shall the order change or be altered. One or multiple projects may take place within a year, in consecutive years or may skip years, depending upon the funding available, but will always follow the project order listed below:

Project #1: Joint-Use Fields

Project #2: City of Los Alamitos Fields

Project #3: District Fields

8.3.5 Not all of the CIP Funds need to be spent on one specific project or in any given year. Funds can continue to accumulate until enough money is collected for large-scale (Capital) projects. When a Joint-Use Field project is on the schedule, ~~both~~ the Los Alamitos City Council and District School Board must both agree on a project for the field, before it receives funding for the project. In the years that a City-owned field is ready for its project, the Los Alamitos City Council will have ~~approve~~ the final approval of the project and in the years that a

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District-owned field is ready for its project, the District Board of Education will have final approval of the project.

~~9.0~~ **9.0 DONATIONS.** All Donations received specific to one of the Party's sites under this agreement, shall be used as deemed appropriate by the recipient. However, if the donation will in any way affect the landowner Party's physical property or financially impact them in any way, then the approval, acceptance and usage of the donation must be received from the landowner Party prior to acceptance of the donation.

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~~10.0~~ **10.0 GOVERNMENT GRANTS.** Any Government Grant received by either Party shall be used in accordance with the terms and provisions of that grant.

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~~11.0~~ **11.0 IMPROVEMENTS.** Either party may request to make improvements to any Site that is subject of an IJUA between the Parties and is owned by the other Party in accordance with the conditions set forth in this Section.

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~~11.1~~ **11.1** The requesting Party shall be responsible for **all** costs associated with any improvements requested unless otherwise determined and agreed to in writing in advance by both Parties.

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~~11.2~~ **11.2** The landowner Party shall have the right to review and approve all project planning, design and construction, and shall have final approval of all contracts and schedules related to any requesting Party's improvements.

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~~11.3~~ **11.3** The landowner Party's Governing Board must approve all building plans and construction plans for every requested improvement in advance.

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~~11.4~~ **11.4** The landowner Party's Chief Executive must approve in advance all vendors and contractors employed by the requesting Party for improvements.

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~~11.5~~ **11.5** All construction services for the requesting Party improvements shall be performed by a properly licensed architect, engineer, contractor, or inspector. All construction management services shall be provided by a licensed contractor, architect or engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

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~~11.6~~ **11.6** All contractors and subcontractors, and their employees and agents who enter onto a District Site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and subcontractors, the District and the City shall each require said third party, contractor or subcontractor to acknowledge that he/she has been informed that California Penal Code § 469 provides that any person who "knowingly makes, duplicates, causes to be duplicated, or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor; and that said third party, contractor or sub-contractor further specifically acknowledges that he/she shall be responsible for any such duplication or unauthorized use of said keys, whatsoever.

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~~12.0~~ **12.0 UTILITY COSTS.** Utility costs for the IJUA's shall be shared as follows unless otherwise specified in the IJUA's.

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~~12.1~~ **12.1** Electricity, Water, and Gas. Each Party shall pay a share of the electrical, water, and gas actual usage for each Site in proportion to its use of the Site. The Owner of the Site shall present the other Party with an invoice for electrical, water, and gas usage and such invoice must be paid within thirty (30) days of receipt.

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~~12.2~~ **12.2** Telephone. Each party shall be responsible for its separate use of telephone service provided to the Sites and pay such utility bills directly to the service provider.

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~~12.3~~ **12.3** Trash. Each Owner shall be responsible for collection of garbage at its Sites.

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~~13.0~~ **13.0 MAINTENANCE.** Cleaning, repair, maintenance, and all other custodial services for the Sites shall be shared in accordance with the applicable provisions set forth in the IJUA's.

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~~14.0~~ **14.0 USE SCHEDULING.** The District shall, in conjunction with the City, develop and administer the scheduling for use of the Sites unless otherwise mutually agreed in the applicable IJUA.

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~~15.0~~ **15.0 USE OF SITES.**

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~~15.1~~ **15.1** Each Site shall be used to the maximum extent possible for both school and community purposes to the extent that such does not interfere with the Owner's schedules for maintenance, repair, or use of the Site, which schedules shall have priority over any use of the Site by the Party who is not its owner, unless otherwise specified in an IJUA as specified in Section 5.

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~~15.2~~ **15.2** The Parties shall utilize the Sites in conformance with all applicable Federal, state, and local laws, as well as any applicable administrative regulations and policies adopted by either Party.

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~~15.3~~ **15.3** The Parties shall hold any third party user who fails to comply with established guidelines liable to pay for all damages caused thereby to the Site.

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~~15.4~~ **15.4** Disputes under this section shall be resolved pursuant to Sections 24.2 and 24.3 of this Agreement.

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~~15.5~~ **15.5** Advertising on any Site shall be in accordance with the policies established by the Owner's governing body.

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~~16.0~~ **16.0 FIELD USE; PRIORITY; ALLOCATION, FEES AND PERMITS.** The use of any fields owned by the District shall be subject to the District's Schedule of Charges, Field Use, and Field Schedule, which shall be subject to annual review and revisions, unless otherwise specified in an IJUA as specified in Section 5.

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~~17.0~~ 17.0 INDEMNIFICATION.

~~17.1~~ 17.1 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 or in connection with any obligation delegated to the Parties 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 any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

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~~17.2~~ 17.2 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:

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[Name of Organization] agrees to hold harmless, defend, and indemnify the Los Alamitos Unified School District and the City of Los Alamitos, 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 arising out of the use of or access to the Site known as (List Site Name: _____) by (List name of organization: _____) (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Los Alamitos Unified School District and/or the City of Los Alamitos, and/or their respective Board members, agents, officers, employees and representatives).

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~~17.3~~ 17.3 Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

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~~18.0~~ 18.0 INSURANCE.

~~18.1~~ 18.1 General Insurance Requirements: For each of the IJUA's, without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain, and shall require their subcontractors to maintain, the insurance programs set forth in this Section. Each Party's insurance shall be primary to

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and not contributing with any other insurance or self-insurance programs maintained by the other Party, and shall be provided and maintained at the insured Party's own expense.

~~18.2~~ **18.2** Insurance Coverage Requirements: For each of the IJUA's, each Party shall maintain the following programs of insurance coverage:

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~~18.2.1~~ **18.2.1** General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

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—— **General Aggregate:** **\$10 million**

—— **Per Occurrence Limit:** **\$-5 million**

~~18.2.2~~ **18.2.2** Automobile Liability insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

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~~18.2.3~~ **18.2.3** Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractor and/or subcontractors shall be responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

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—— **Each Accident:** **\$1 million**

~~18.3~~ **18.3** Evidence of Insurance: Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Parties prior to commencing services under each of the IJUA's. Such evidence shall identify the applicable Individual Joint Use Agreement and the required coverages, and provide that the other Parties receive written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.

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~~18.4~~ **18.4** Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A: VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

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~~18.5~~ **18.5** Notification of Incidents, Claims or Suits: Each Party must notify the other of any accident or incident relating to its use of the Site pursuant to this Agreement, which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

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~~19.0~~ **19.0** NON-DISCRIMINATION. The Parties agree that in providing use of the Sites pursuant to the IJUA's, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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~~20.0~~ **20.0 REVIEW AND MODIFICATION PROCESS.** Each Party shall designate a representative as the contact liaison in connection with any and all issues pertaining to this Agreement. The terms and conditions of the Agreement may be revised or amended in writing as may be necessary from time to time and as mutually agreed by the Parties provided that any such amendment is consistent with the original intent of the Agreement.

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~~21.0~~ **21.0 NOTICES.**

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~~21.1~~ **21.1 Notice:** Notices shall be personally delivered or delivered by United States Mail, postage-prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Notices shall be delivered to the Parties at the following addresses:

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To District: Los Alamitos Unified School District
 10293 Bloomfield Street
 Los Alamitos, CA 90702

Attn: Deputy Superintendent

Telephone: (562) 799-4700
Facsimile: (562) 799-4711

With a copy to: Atkinson, Andelson, Loya, Ruud and Romo
 12800 Center Court Dr., Suite 300
 Cerritos, CA 90703

Attn: Andreas C. Chialtas, Esq.

Telephone: (562) 653-3200
Facsimile: (562) 653-3333

To City: City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720

Attn: City Manager

Telephone: (562) 431-3538
Facsimile: (562) 493-1255

With a copy to: Cary S. Reisman
 City Attorney
 Wallin, Kress, Reisman & Kranitz, LLP
 2800 28th St., Suite 315

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Santa Monica, CA 90405-6201

Telephone: (310) 450-95829586
Facsimile: (310) 450-0506

~~21.2~~ 21.2 **Emergency Contact Numbers:** The Parties will provide and periodically update each other's after-hours emergency contact information for appropriate supervisory staff. Such information must include emergency contact numbers for other facilities that may be utilized in the event of a community emergency.

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~~22.0~~ 22.0 **PARTY EMPLOYEES.**

~~22.1~~ 22.1 **District Employees:** For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees and no District employees shall be considered as an employee of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.

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~~22.2~~ 22.2 **City Employees:** For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District, nor shall such City employees have any District pension, civil services, or other status while an employee of the City.

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~~23.0~~ 23.0 **MISCELLANEOUS.**

~~23.1~~ 23.1 **Attorneys' Fees; Litigation:** In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

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~~23.2~~ 23.2 **Mediation.** In the event any dispute arising under the terms of this Joint-Use Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy-two (72) hours of the request of either Party. If, within seven calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

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~~23.3~~ 23.3 **Arbitration of Disputes.** In the event that the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, §1280 et seq., or its successor statute. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each Party shall select an arbitrator and those two arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil

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Procedure §1283.05. The arbitrator, or three arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

~~23-4~~ **23.4** Assignment: No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

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~~23-5~~ **23.5** Binding on Heirs: This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

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~~23-6~~ **23.6** Time of the Essence: Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

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~~23-7~~ **23.7** Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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~~23-8~~ **23.8** Entire Agreement, Waivers and Amendments: This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

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~~23-9~~ **23.9** Exhibits. All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

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~~23-10~~ **23.10** Interpretation: Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

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~~23-11~~ **23.11** Authority: The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

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~~23-12~~ **23.12** Execution in Counterpart: This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute one agreement binding on all

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Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

~~23.13~~ 23.13 Effect of Recitals: The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

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~~23.14~~ 23.14 Conflicts of Interest: No director, officer, official, representative, agent, or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

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~~23.15~~ 23.15 Rights and Remedies are Cumulative: Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

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~~23.16~~ 23.16 Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

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~~23.17~~ 23.17 Cooperation: The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

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~~23.18~~ 23.18 Ambiguities Not to be Construed Against Drafting Party: The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

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~~23.19~~ 23.19 Nonliability of Officials: No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

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23.20 Third Party Beneficiaries: Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

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IN WITNESS WHEREOF, Los Alamitos Unified School District and the City of Los Alamitos have entered into this Agreement as of the Effective Date.

LOS ALAMITOS UNIFIED SCHOOL DISTRICT,
a California public school district

CITY OF LOS ALAMITOS,
a California charter city

By: _____
Patricia L. Meyer,
Deputy Superintendent

By: _____
Bret M. Plumlee,
City Manager

Attest:

Attest:

By: _____
[NAME, TITLE]

By: _____
Windmera Quintanar, CMC,
City Clerk

Approved as to Form:

Approved as to Form:

By: _____
Andreas C. Chialtas, Esq.
Atkinson, Andelson, Loya,
Rudd & Romo

By: _____
Cary S. Reisman, Esq.
City Attorney
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EXHIBIT "A"

INDIVIDUAL JOINT USE AGREEMENTS

Individual Joint Use Agreement, No. 1, for the McAuliffe fields.
_____Date of Adoption: _____

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Individual Joint Use Agreement, No. 2, for the Oak Fields.
_____Date of Adoption: _____

Individual Joint Use Agreement, No. 3, for the Oak Gymnasium.
_____Date of Adoption: _____

Individual Joint Use Agreement, No. 4, for the Oak Outdoor Basketball Courts.
_____Date of Adoption: _____

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Individual Joint Use Agreement, No. 5, for the Oak Community Restrooms. .
Date of Adoption: _____

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Individual Joint Use Agreement, No. 6, for the Oak Bike/Walk Path to Coyote
Creek Park.
Date of Adoption: _____

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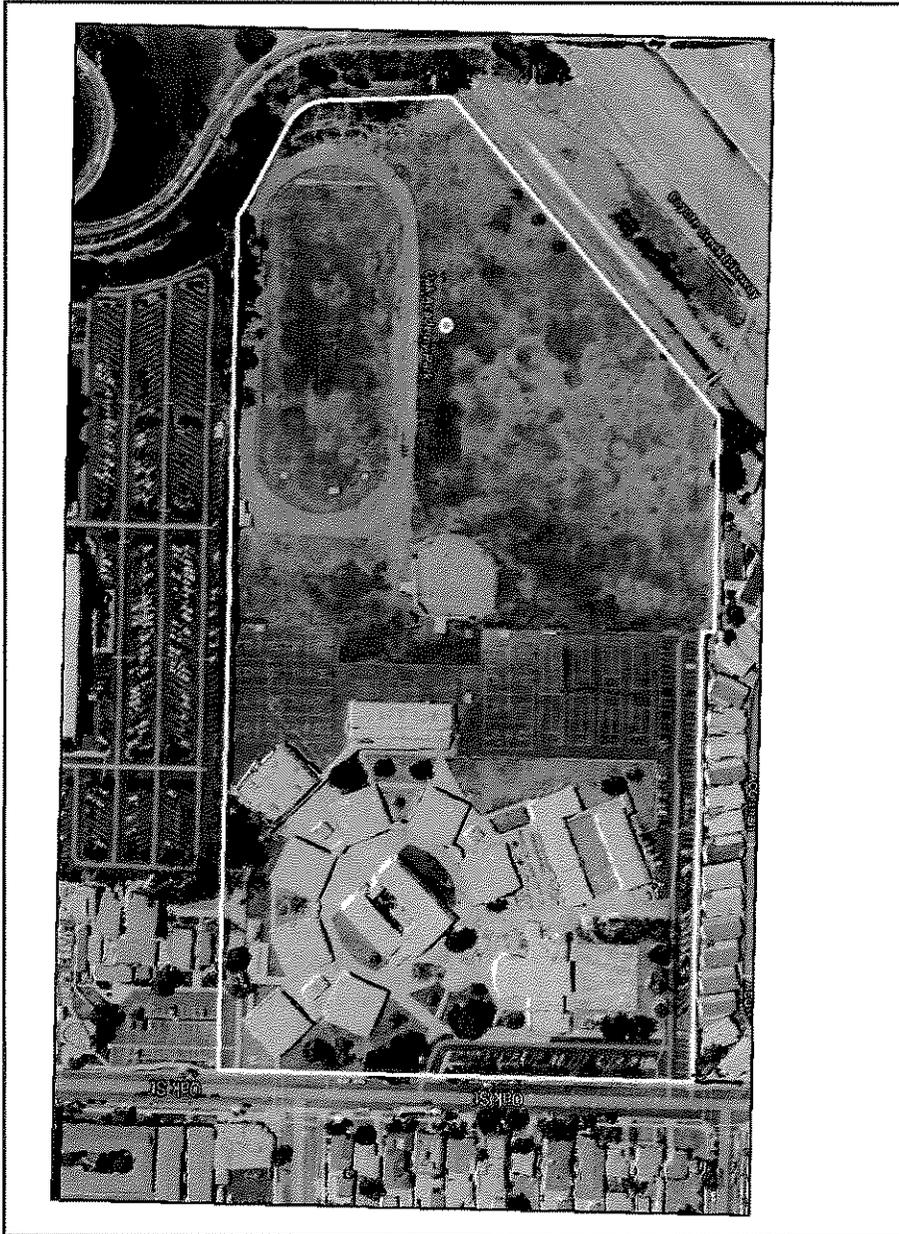
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EXHIBIT "B-1"

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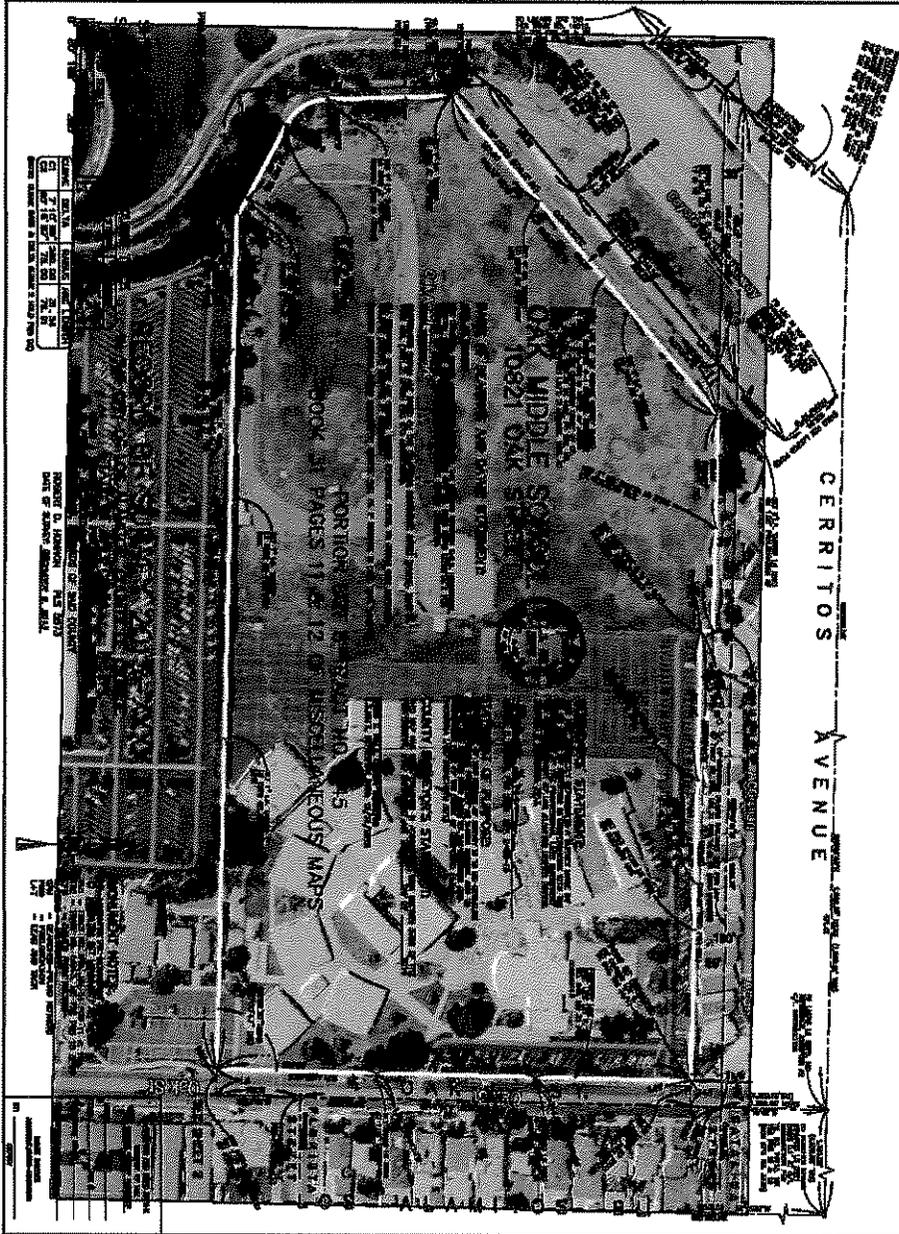
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EXHIBIT "B-2"



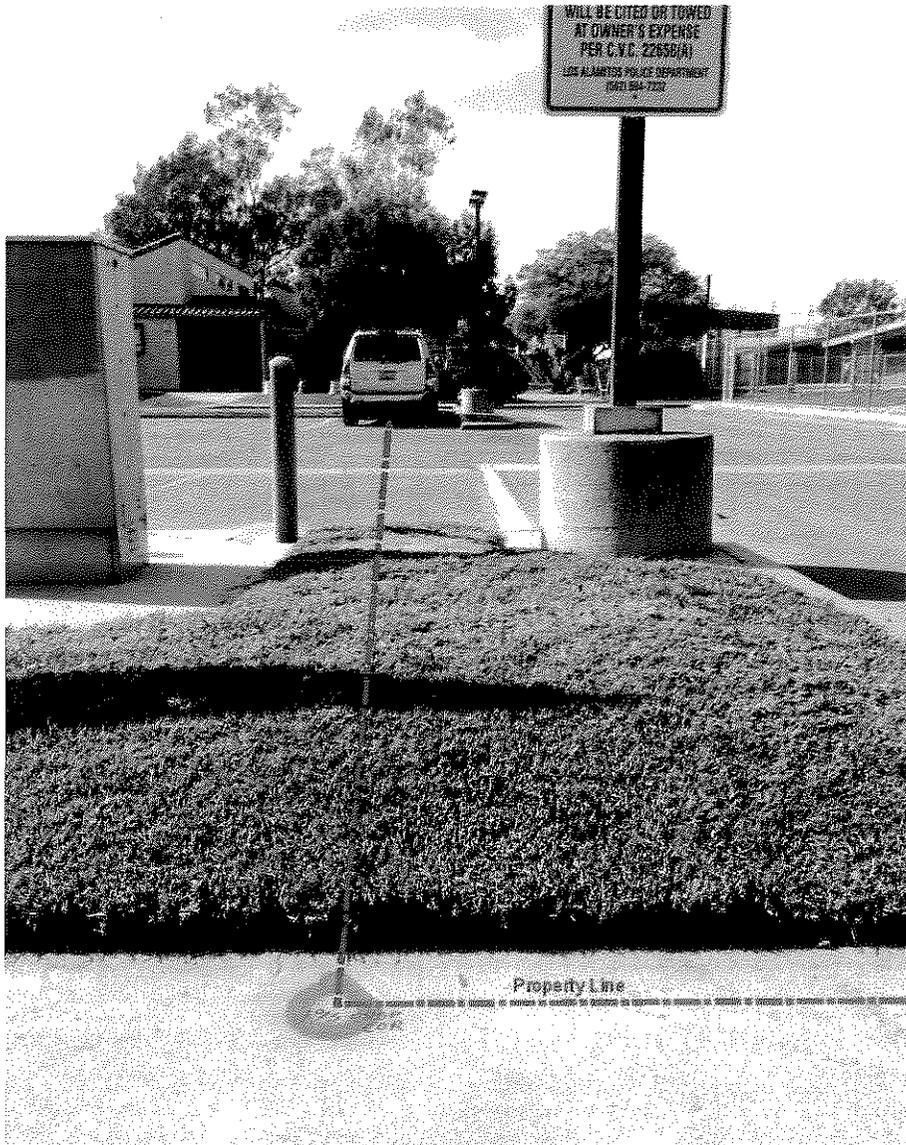
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EXHIBIT "B-3"

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**INDIVIDUAL JOINT-USE AGREEMENT
FOR MCAULIFFE MIDDLE SCHOOL FIELDS**

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between

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
(562) 799-4700

&

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
(562) 431-3538

THIS INDIVIDUAL JOINT-USE AGREEMENT (IJUA) for the use of McAuliffe Middle School Fields ("McAuliffe Field Agreement") is entered into this ___ day of _____, by and between the LOS ALAMITOS UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District"), and the CITY OF LOS ALAMITOS, a California Municipal Corporation ("City") (collectively, the District and the City shall be referred to herein as the "Parties" and individually as a "Party").

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RECITALS

- A. WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and
- B. WHEREAS, the District is dedicated to a culture of high student achievement and integrity, where students thrive in a caring, respectful, and encouraging environment where they are physically and emotionally safe to focus on learning; and
- C. WHEREAS, the City is currently in need of green space for leisure and recreation activities and the Parties desire to work together to support the community; and
- D. WHEREAS, the Parties have mutual interest in the accomplishment of the following goals:
 - 1. To provide wholesome, high-quality sports programming for youth and adults alike; and
 - 2. To provide a competitive high school sports program to meet the recreation needs of the community; and
 - 3. To ensure that children of all economic levels are provided with the opportunity to enjoy and have access to athletic programs and proper facilities; and
 - 4. To ensure that operation of the community's recreation program is operated in the most responsible, cost-effective and efficient manner possible; and
- E. WHEREAS, the Parties wish to enter into an agreement to accommodate the City's use of the District's fields ("McAuliffe Fields") on property owned by the Los Alamitos Unified School District at its McAuliffe Middle School, located at 4112 Cerritos ~~Street~~Avenue, Los Alamitos, CA 90720, a description of which is set forth in Exhibit "A" of this McAuliffe Field Agreement and incorporated herein by this reference; and
- F. WHEREAS, the Parties have mutually agreed that this McAuliffe Field Agreement is subject to the Master Joint Use Agreement For Use of Shared Sites between the Parties dated __ (Fill in the date) ____ (the "Master Joint Use Agreement") which is set forth as Exhibit B;

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AGREEMENT

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

- 1.0 CONTROLLING AGREEMENT. This McAuliffe Field Agreement is an Individual Joint Use Agreement as that term is defined in the Master Joint Use Agreement and is subject to all terms and conditions set forth therein. In the event that any provision in this McAuliffe Field Agreement conflicts with the Master Joint Use Agreement, the Master Joint Use Agreement shall prevail.
- 2.0 TERM OF AGREEMENT. The duration of this McAuliffe Field Agreement shall align with the term as the Master Joint Use Agreement which is set forth as Exhibit B. Either Party may terminate this IJUA for the McAuliffe Field Agreement, without cause, upon providing written notice of termination to the other Party not less than six months prior to the effective date of termination. The termination of this IJUA does not affect either the Master Joint Use Agreement or any other existing IJUAs.
- 3.0 PURPOSE. The purpose of this Agreement is to provide for the Parties' cooperative use and scheduling of the McAuliffe Fields, as well as the sharing of costs for the operations and maintenance of the McAuliffe Fields.
- 4.0 FIELD MAINTENANCE, REPAIR, AND UTILITIES.
 - 4.1 Definitions.
 - 4.1.1 "Utilities" are defined as a company who provides services to the District or City and provides a defined invoice for services on an ongoing basis. Utilities include:
 - Water
 - Fertigation
 - Pest Control
 - Tree Trimming
 - Trash Hauling
 - Electricity (100% of electricity paid for by the City, since City owns the field lights)Additional utilities may be included, but must be mutually agreed upon by the District and City.
 - 4.1.2 "Large Non-routine Maintenance Costs" are defined as non-routine maintenance costs that exceed \$1,500 in supplies, maintenance or contractual service. Large non-routine maintenance items will be discussed in advance between Parties before implementation when possible. Examples may be, but are not limited to:
 - Emergency Repairs
 - Laser Leveling
 - Sod for areas of grass that will are not growing well with seed

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- Contractor to repair irrigation units that internal staff cannot do

Large non-routine maintenance costs will be divided equally between the City and District in July annually, based upon mutual agreement of the need for the maintenance.

4.1.3 "Routine Maintenance" is defined as daily, weekly, monthly, quarterly, bi-annual or annual maintenance including, but not limited to:

- Mowing
- Aerating
- Top Dressing
- Irrigation Repairs/Sprinkler Head Replacement
- Fertilization
- Seeding
- Vacuuming
- Dethatching
- Verticutting
- Trash (personnel)
- Track Maintenance

4.2 District. The District shall be responsible for one-half of all utility costs and one-half of all large non-routine maintenance costs of the McAuliffe Fields.

4.3 City. The City shall be responsible for maintaining and repairing all of McAuliffe Fields to the highest standard possible with the current conditions of the fields, based on recommendations from the 2007 PRZ Report. It was determined that Level 3 is the desired level of field condition, if it can be ~~obtained~~ reasonably attained at each individual field, based on pre-existing conditions at each field. The City shall be financially responsible for one-half of all utility costs (100% of electricity) and one-half of all large non-routine maintenance costs of the McAuliffe Fields. The City will be responsible for 100% of the materials, supplies and labor associated with routine maintenance. The City will be responsible for 100% of the light maintenance and repairs.

4.4 Capital Improvement Program. For major repairs and/or capital improvements (improvements that cost hundreds of thousands of dollars or more), the Parties shall follow the guidelines of the PROJECT FUNDING AND CAPITAL COSTS (Section 8.0 of the Master Joint Use Agreement) and be paid ~~for~~ with the CIP Fund(s).

4.5 Use of the premises. City and District shall respect all users of the McAuliffe Fields by requiring employees, participants, students, and Users Groups to pick up after themselves and leave the premises in good condition. If the City, District, or User Groups fail to appropriately use the field(s) and clean up after themselves and any destruction/damage/etc. occurs, it shall be the responsibility of the City to make any repairs that will be funded based on the description below:

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4.5.1 Reimbursement. Repairs/Replacement and any additional cleanup will be done and paid for by the City and reimbursed based on the following:

- City will pay for costs arising out of City-operated programs
- User Groups will reimburse the City for costs arising out of User Group programs
- District will reimburse the City for costs arising out of District programs

4.5.2 Heavy Equipment. When heavy equipment is required to be utilized the field—for repairs or maintenance (i.e. irrigation repairs, light replacement, etc.), Parties will coordinate schedules and needs in order to reduce the impact on the field. Mitigation measures ~~will~~ may include reducing irrigation leading up to the impact, marking irrigation valves, use of plywood or other materials to disperse weight from vehicles, etc.

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4.6 Inspection. Each Party shall periodically inspect the McAuliffe Fields for dangerous conditions. If such inspection reveals any dangerous conditions, that Party shall: (1) promptly notify the other Party of the existence of the condition; and (2) refrain from using any portions of the McAuliffe Fields affected by the dangerous condition until it is corrected. The City, in accordance with District regulations, shall post adequate warning signs on the property and make any necessary repairs. Funding for the repairs will follow the Reimbursement model list in 4.5.1 hereof.

5.0 MCAULIFFE FIELD USE AND SCHEDULING. The City shall be allowed to use the McAuliffe Fields for City purposes and allow User Groups to rent the McAuliffe Fields in accordance with the "Facility User Policy and Procedures - Rules and Guidelines", subject to this McAuliffe Field Agreement. The Parties shall each act in good faith to accommodate use of the McAuliffe Fields by the other Party in accordance with the terms of this agreement. The Parties, specifically the Los Alamitos City Manager and the District's Deputy Superintendent or their designees, shall meet on, at least, an annual basis to establish the schedule for the Use of the McAuliffe Fields. Exhibit C is an example of a model time schedule.

5.1. McAuliffe Field Closures by the District. The District may close ~~the a~~ McAuliffe Fields to use by the public, the City, or anyone else, with advance notice to the City and for reasonable cause. Closures will be kept to a minimum when ~~the a~~ McAuliffe Fields is in usable condition. When closure of the field is necessary, the District shall follow proper procedures for noticing the closure to the public. Reasons for the closure of the McAuliffe Fields may include, but are not limited to, the following:

5.1.1 Any condition posing a threat to the public health and/or safety, including but not limited to, rains, weather conditions, dense fog, smog alerts, pesticide spraying, herbicide spraying, and natural disasters.

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- 5.1.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the field with advance approval from the City.
- 5.2 McAuliffe Field Closures by the City. The City may close the ~~the~~ a McAuliffe Fields to use by the District, the public, or anyone else with advance notice and approval from the District. When closure of the field is necessary, the City shall follow proper District procedures for noticing the closure to the public. Closures may occur for any of the following reasons:
- 5.2.1 Any condition posing a threat to the public health and/or safety, including but not limited to, rains, weather conditions, dense fog, smog alerts, pesticide spraying, herbicide spraying, and natural disasters.
- 5.2.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the field with advance notification to the District.
- 5.2.3 Annual field rehabilitation (a continuous 12-week period, once per year)
- 5.3 Expenditures. The expenditures for the maintenance and repairs of McAuliffe are specified in Sections 4.2 and 4.3 above.
- 5.4 Revenues.
- 5.4.1 Revenues Collected by the City. The revenues collected from non-City and non-District User Groups will be collected by the City. One-half of the revenues collected throughout the fiscal year (July 1 - June 30) annually, will be distributed to the District by the City in August each year.
- 5.4.2 Revenues Collected by the District. One-half of revenues collected by the District for facility rentals during "District allotted time" throughout the fiscal year (July 1 - June 30) annually, will be distributed to the City by the District in August each year.
- 5.4.1 Revenue Not Shared. Revenues that will be collected by each Party separately and not shared include:
- Staffing Costs
 - Permit Processing Fees
 - Repair Fees - repairs made to the field or amenities related to damage caused by using the field or field amenities (parking lot, fencing, goals, lights, etc.) will be billed to User Group by the City or the District directly, based on the actual cost of repairs (supplies, materials and labor)-

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- Pass-through Costs - fees that are charged to a User or entity and spent due to that entity's usage (i.e.g. Security hired by the City for a User Group's rental with costs reimbursed to the City by the User Group)
- Electrical Costs - 100% of the light usage fees will be retained by the City, which pays 100% of the electrical usage for the lights

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IN WITNESS WHEREOF, Los Alamitos Unified School District and the City of Los Alamitos have entered into this McAuliffe Field Agreement as of the Effective Date.

CITY OF LOS ALAMITOS,
a California Charter City

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____
Bret M. Plumlee,
Los Alamitos City Manager

By: _____
Patricia L. Meyer,
Deputy Superintendent

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ATTESTED:

By: _____
Windy Quintanar, CMC,
City Clerk

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Cary S. Reisman, Esq.,
City Attorney

By: _____
Andreas C. Chialtas, Esq.,
Atkinson, Andelson, Loya, Ruud, &
Romo

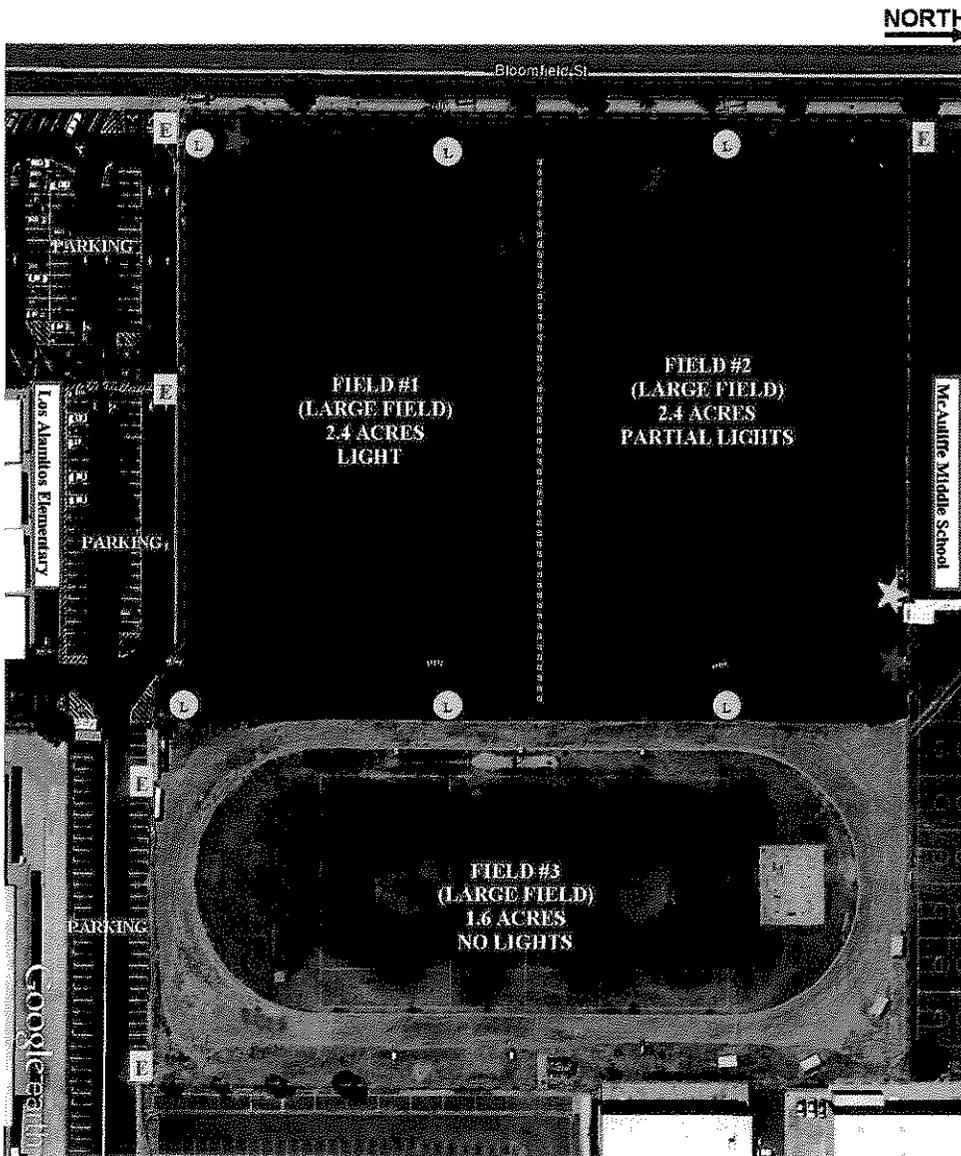
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Exhibit A

Description of McAuliffe Fields at McAuliffe Middle School



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McAULIFFE FIELD MAP LEGEND

-  LIGHT TOWER
-  ENTRANCE GATE TO McAULIFFE FIELD
-  CITY OF LOS ALAMITOS IRRIGATION CONTROLS
-  LOS ALAMITOS UNIFIED SCHOOL DISTRICT IRRIGATION CONTROLS
-  ELECTRICAL BOX (LIGHT TOWER CONTROL & SOUTHERN CA EDISON)
-  McAULIFFE FIELD BOUNDARY LINES

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Exhibit B

Master Joint Use Agreement

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EXHIBIT C

Annual McAuliffe Fields Schedule
(Parties to meet and update annually)

2014-2015

Fall Season – August 25, 2014 – November 23, 2014

Los Alamitos Unified	Monday through Friday: 7:00am – 4:00pm
City of Los Alamitos	Monday through Friday: 4:00pm - 11:00pm
	Saturday/Sunday: 7:00am – 11:00pm

Winter Season -- November 24, 2014 – February 15, 2015 (12 weeks)

Los Alamitos Unified	Winter Maintenance Rehab
City of Los Alamitos	Winter Maintenance Rehab

Spring Season -- February 16, 2014 - May 22, 2015

Los Alamitos Unified	Monday through Friday: 7:00-4:30pm
City of Los Alamitos	Monday through Friday: 4:30pm - 11:00pm
	Saturday/Sunday: 7:00am – 11:00pm

Summer Season (School in session) – May 23, 2015 – June 11, 2015

Los Alamitos Unified	Monday through Friday: 7:00am – 4:00pm
City of Los Alamitos	Monday through Friday: 4:00 -11:00pm
	Saturday/Sunday: 7:00am – 11:00pm

Summer Season – June 12, 2015 – August 31, 2015

Los Alamitos Unified	
City of Los Alamitos	Monday through Friday: 7:00am – 11:00pm
	Sunday thru Saturday: 7:00am – 11:00pm

Additional Days/Nights of Use given priority to District (Maximum of 10 dates per year):

- Back to School Night
- Open House
- School carnival – Friday, and Saturday
- CIF Playoffs
- 5th Grade/8th Grade Promotion/Awards Ceremonies

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| - Camp LAE

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**INDIVIDUAL JOINT-USE AGREEMENT
FOR OAK MIDDLE SCHOOL FIELDS**

between

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
(562) 799-4700

&

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
(562) 431-3538

THIS INDIVIDUAL JOINT-USE AGREEMENT (IJUA) for the use of Oak Middle School Fields (“Oak Field Agreement”) is entered into this ___ day of _____, by and between the LOS ALAMITOS UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“District”), and the CITY OF LOS ALAMITOS, a California Municipal Corporation (“City”) (collectively, the District and the City shall be referred to herein as the “Parties” and individually as a “Party”).

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RECITALS

- A. WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and
- B. WHEREAS, the District is dedicated to a culture of high student achievement and integrity, where students thrive in a caring, respectful, and encouraging environment where they are physically and emotionally safe to focus on learning; and
- C. WHEREAS, the City is currently in need of green space for leisure and recreation activities and the Parties desire to work together to support the community; and
- D. WHEREAS, the Parties have mutual interest in the accomplishment of the following goals:
1. To provide wholesome, high-quality sports programming for youth and adults alike; and
 2. To provide a competitive high school sports program to meet the recreation needs of the community; and
 3. To ensure that children of all economic levels are provided with the opportunity to enjoy and have access to athletic programs and proper facilities; and
 4. To ensure that operation of the community's recreation program is operated in the most responsible, cost-effective and efficient manner possible; and
- E. WHEREAS, the Parties wish to enter into an agreement to accommodate the City's use of the District's fields ("Oak Fields") on property owned by the Los Alamitos Unified School District at its Oak Middle School, located at 10821 Oak Street, , Los Alamitos, CA 90720, a description of which is set forth in Exhibit "A" of this Oak Field Agreement and incorporated herein by this reference; and
- F. WHEREAS, the Parties have mutually agreed that this Oak Field Agreement is subject to the Master Joint Use Agreement For Use of Shared Sites between the Parties dated ___(Fill in the date)_____ (the "Master Joint Use Agreement") which is set forth as Exhibit B;

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AGREEMENT

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

- 1.0 CONTROLLING AGREEMENT. This Oak Field Agreement is an Individual Joint Use Agreement as that term is defined in the Master Joint Use Agreement and is subject to all terms and conditions set forth therein. In the event that any provision in this Oak Field Agreement conflicts with the Master Joint Use Agreement, the Master Joint Use Agreement shall prevail.
- 2.0 TERM OF AGREEMENT. The duration of this Oak Field Agreement shall align with the term as the Master Joint Use Agreement which is set forth as Exhibit B. Either Party may terminate this IJUA for the Oak Field Agreement, without cause, upon providing written notice of termination to the other Party not less than six months prior to the effective date of termination. The termination of this IJUA does not affect either the Master Joint Use Agreement or any other existing IJUAs.
- 3.0 PURPOSE. The purpose of this Agreement is to provide for the Parties' cooperative use and scheduling of the Oak Fields, as well as the sharing of costs for the operations and maintenance of the Oak Fields.
- 4.0 FIELD MAINTENANCE, REPAIR, AND UTILITIES.
 - 4.1 Definitions.
 - 4.1.1 "Utilities" are defined as a company who provides services to the District or City and provides a defined invoice for services on an ongoing basis. Utilities include:
 - Water
 - Fertigation
 - Pest Control
 - Tree Trimming
 - Trash Hauling
 - Electricity (100% of electricity paid for by the City, since City owns the field lights)Additional utilities may be included, but must be mutually agreed upon by the District and City.
 - 4.1.2 "Large Non-routine Maintenance Costs" are defined as non-routine maintenance costs that exceed \$1,500 in supplies, maintenance or contractual service. Large non-routine maintenance items will be discussed in advance between Parties before implementation when possible. Examples may be, but are not limited to:
 - Emergency Repairs
 - Laser Leveling

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- Sod for areas of grass that are not growing well with seed
- Adding brick dust
- Contractor to repair irrigation units that internal staff cannot do

Large non-routine maintenance costs will be divided equally between the City and District in July annually, based upon mutual agreement of the need for the maintenance.

4.1.3 "Routine Maintenance" is defined as daily, weekly, monthly, quarterly, bi-annual or annual maintenance including, but not limited to:

- Mowing
- Aerating
- Top Dressing
- Irrigation Repairs/Sprinkler Head Replacement
- Fertilization
- Seeding
- Vacuuming
- Dethatching
- Verticutting
- Trash (personnel)
- Track Maintenance
- Ball Diamond Maintenance

4.2 City. The City shall be responsible for one-half of all utility costs and one-half of all large non-routine maintenance costs of the Oak Fields. The City will be responsible for 100% of the light maintenance and repairs.

4.3 District. The District shall be responsible for maintaining and repairing all of Oak Fields to the highest standard possible with the current conditions of the fields, based on recommendations from the 2007 PRZ Report. It was determined that Level 3 is the desired level of field condition, if it can be reasonably attained at each individual field, based on pre-existing conditions at each field. The District shall be financially responsible for one-half of all utility costs (except for electricity) and one-half of all large non-routine maintenance costs of the Oak Fields. The District will be responsible for 100% of the materials, supplies and labor associated with routine maintenance.

4.4 Capital Improvement Program. For major repairs and/or capital improvements (improvements that cost hundreds of thousands of dollars or more), the Parties shall follow the guidelines of the PROJECT FUNDING AND CAPITAL COSTS (Section 8.0 of the Master Joint Use Agreement) and be paid with the CIP Fund(s).

4.5 Use of the premises. City and District shall respect all users of the Oak Fields by requiring employees, participants, students, and User Groups to pick up after themselves and leave the premises in good condition. If the City, District, or User

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Groups fail to appropriately use the field(s) and clean up after themselves and any destruction/damage/etc. occurs, it shall be the responsibility of the District to make any repairs that will be funded based on the description below:

4.5.1 Reimbursement. Repairs/Replacement and any additional cleanup will be done and paid for by the District and reimbursed based on the following:

- District will pay for costs arising out of District-operated programs
- User Groups will reimburse the District for costs arising out of User Group programs
- City will reimburse the District for costs arising out of City programs

4.5.2 Heavy Equipment. When heavy equipment is required to be utilized for repairs or maintenance (i.e. irrigation repairs, light replacement, etc.), Parties will coordinate schedules and needs in order to reduce the impact on the field. Mitigation measures may include reducing irrigation leading up to the impact, marking irrigation valves, use of plywood or other materials to disperse weight from vehicles, etc.

4.6 Inspection. Each Party shall periodically inspect the Oak Fields for dangerous conditions. If such inspection reveals any dangerous conditions, that Party shall: (1) promptly notify the other Party of the existence of the condition; and (2) refrain from using any portions of the Oak Fields affected by the dangerous condition until it is corrected. The District shall post adequate warning signs on the property and make any necessary repairs. Funding for the repairs will follow the Reimbursement model list in 4.5.1 hereof.

5.0 OAK FIELD USE AND SCHEDULING. The City shall be allowed to use the Oak Fields for City purposes and allow User Groups to rent the Oak Fields in accordance with the "Facility User Policy and Procedures - Rules and Guidelines", subject to this Oak Field Agreement. The Parties shall each act in good faith to accommodate use of the Oak Fields by the other Party in accordance with the terms of this agreement. The Parties, specifically the Los Alamitos City Manager and the District's Deputy Superintendent or their designees, shall meet on, at least, an annual basis to establish the schedule for the Use of the Oak Fields. Exhibit C is an example of a model time schedule.

5.1. Oak Field Closures by the District. The District may close an Oak Field to use by the public, the City, or anyone else, with advance notice to the City and for reasonable cause. Closures will be kept to a minimum when an Oak Field is in usable condition. When closure of the field is necessary, the District shall follow proper procedures for noticing the closure to the public. Reasons for the closure of the Oak Fields may include, but are not limited to, the following:

5.1.1 Any condition posing a threat to the public health and/or safety, including but not limited to, rains, weather conditions, dense fog, smog alerts, pesticide spraying, herbicide spraying, and natural disasters.

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- 5.1.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the field with advance approval from the City.
- 5.1.3 Annual field rehabilitation (a continuous 12-week period, once per year)
- 5.2 Oak Field Closures by the City. The City may close an Oak Field to use by the District, the public, or anyone else with advance notice and approval from the District. When closure of the field is necessary, the City shall follow proper District procedures for noticing the closure to the public. Closures may occur for any of the following reasons:
- 5.2.1 Any condition posing a threat to the public health and/or safety, including but not limited to, rains, weather conditions, dense fog, smog alerts, pesticide spraying, herbicide spraying, and natural disasters.
- 5.2.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the field with advance notification to the District.
- 5.3 Expenditures. The expenditures for the maintenance and repairs of Oak are specified in Sections 4.2 and 4.3 above.
- 5.4 Revenues.
- 5.4.1 Revenues Collected by the City. The revenues collected from non-City and non-District User Groups will be collected by the City. One-half of the revenues collected throughout the fiscal year (July 1 - June 30) annually, will be distributed to the District by the City in August each year.
- 5.4.2 Revenues Collected by the District. One-half of revenues collected by the District for facility rentals during "District allotted time" throughout the fiscal year (July 1 - June 30) annually, will be distributed to the City by the District in August each year.
- 5.4.1 Revenue Not Shared. Revenues that will be collected by each Party separately and not shared include:
- Staffing Costs
 - Permit Processing Fees
 - Repair Fees - repairs made to the field or amenities related to damage caused by using the field or field amenities (parking lot, fencing, goals, lights, etc.) will be billed to User Group by the City or the District directly, based on the actual cost of repairs (supplies, materials and labor)
 - Pass-through Costs - fees that are charged to a User or entity and spent due to that entity's usage (e.g. Security hired by the City for a User Group's rental with costs reimbursed to the City by the User Group)

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- Electrical Costs - 100% of the light usage fees will be retained by the City, which pays 100% of the electrical usage for the lights

IN WITNESS WHEREOF, Los Alamitos Unified School District and the City of Los Alamitos have entered into this Oak Field Agreement as of the Effective Date.

CITY OF LOS ALAMITOS,
a California Charter City

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____
Bret M. Plumlee
City Manager

By: _____
Patricia L. Meyer
Deputy Superintendent

ATTESTED:

By: _____
Windy Quintanar, CMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

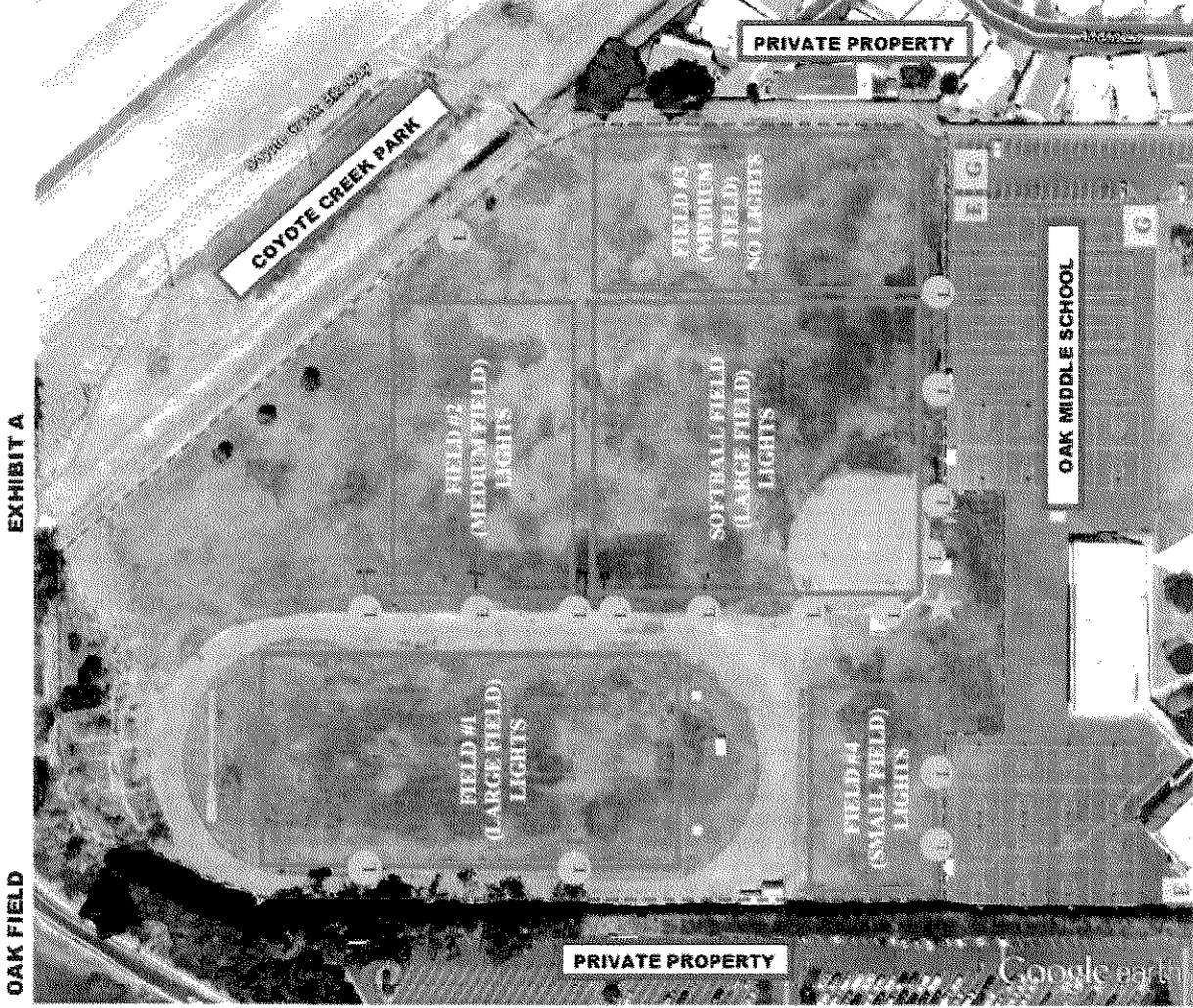
By: _____
Cary S. Reisman, Esq.
City Attorney

By: _____
Andreas C. Chialtas, Esq.
Atkinson, Andelson, Loya, Ruud &
Romo

DRAFT AS OF 9/9/14

Exhibit A

Description of Oak Fields at Oak Middle School



DRAFT AS OF 9/9/14

OAK FIELD MAP LEGEND



LIGHT TOWER



ENTRANCE GATE (PEDESTRIAN) TO McAULIFFE FIELD



ENTRANCE GATE (VEHICLES) TO OAK FIELD



LOS ALAMITOS UNIFIED SCHOOL DISTRICT IRRIGATION CONTROLS



ELECTRICAL BOX (LIGHT TOWER CONTROL & SOUTHERN CA EDISON)



McAULIFFE FIELD BOUNDARY LINES

DRAFT AS OF 9/9/14

Exhibit B

Master Joint Use Agreement

DRAFT AS OF 9/9/14

EXHIBIT C

Annual Oak Fields Schedule (Parties to meet and update annually)

2014-2015

Field Closure – August 25, 2014 – November 2, 2014

Los Alamitos Unified	Modernization
City of Los Alamitos	Modernization

Fall Season -- November 3, 2014 –November 26, 2014

Los Alamitos Unified	Monday through Friday: 7:00am – 4:00pm
City of Los Alamitos	Monday through Friday: 4:00pm – 11:00pm Saturday/Sunday: 7:00am – 11:00pm

Winter Season – November 27, 2014 – February 8, 2015

Los Alamitos Unified	Monday through Friday: 7:00am – 4:00pm
City of Los Alamitos	Monday through Friday: 4:00pm – 11:00pm Saturday/Sunday: 7:00am – 11:00pm

Spring Season -- February 9, 2015 - May 24, 2015

Los Alamitos Unified	Monday through Friday: 7:00-4:30pm
City of Los Alamitos	Monday through Friday: 4:30pm - 11:00pm Saturday/Sunday: 7:00am – 11:00pm

Summer Season (School in session) – May 25, 2015 – June 11, 2015

Los Alamitos Unified	Monday through Friday: 7:00am – 4:00pm
City of Los Alamitos	Monday through Friday: 4:00 -11:00pm Saturday/Sunday: 7:00am – 11:00pm

Summer Season – June 12, 2015 – September 3, 2015 (12 weeks)

Los Alamitos Unified	Summer Rehab
City of Los Alamitos	Summer Rehab

Additional Days/Nights of Use given priority to District (Maximum of 10 dates per year):

- Back to School Night
- Open House
- CIF Playoffs
- 8th Grade Promotion/Awards Ceremonies

MJUA & IJUA Revenue/Expenditure Differences for City

Attachment #4

