CALL TO ORDER

ROLL CALL
Commissioner Crans
Commissioner Duran
Commissioner Hill
Commissioner Hunter
Commissioner Murphy
Vice Chair Olveda
Chair Doby

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS
At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the Parks, Recreation & Cultural Arts
Commission (PR&CA). Please state if you wish to speak on an item on the Agenda. Remarks are to be limited to not more than five minutes.

5. MINUTES
   Approval of the Minutes for the Regular Meeting of August 1, 2018.

6. STAFF REPORTS
   A. Spotlight On: Los Alamitos Volunteer Program (L.A.V.P.)
      This report provides the Parks, Recreation & Cultural Arts Commission an update of the Los Alamitos Volunteer Program.

      Recommendation: Commission receive and file.

   B. MJUA & IJUA with Los Alamitos Unified School District
      This report provides information on the Master Joint Use Agreement (MJUA) and Individual Joint Use Agreements (IJUA) with the Los Alamitos Unified School District.

      Recommendation: Commission receive and file.

   C. Senior Services Program Update
      This report provides the Parks, Recreation & Cultural Arts Commission with an update on Senior Services Programs.

      Recommendation: Commission receive and file.

7. ITEMS FROM THE RECREATION & COMMUNITY SERVICES DEPARTMENT

8. COMMISSIONER REPORTS
   At this time, Commissioners may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide staff direction to report back or to place the item on a future Agenda.

9. ADJOURNMENT

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the Community Center, Museum and City Hall not less than 72 hours prior to the meeting. Dated this 30th day of August, 2018.

[Signature]
Trini Zenovka, Department Secretary
MINUTES OF PARKS, RECREATION AND CULTURAL ARTS COMMISSION
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – WEDNESDAY, AUGUST 1, 2018

1. CALL TO ORDER
The Parks, Recreation and Cultural Arts Commission met in a Regular Session at 7:10 p.m., Wednesday, August 1, 2018, in the Council Chambers, 3191 Katella Ave., Chair Doby presiding.

2. ROLL CALL

Present: Commission Members: Crans, Doby, Duran, Hunter, Murphy, Olveda

Absent: Commission Members: Hill

Present: Staff: Ron Noda, Recreation Manager
           Emeline Noda, Recreation Manager

3. PLEDGE OF ALLEGIANCE
Chair Doby led the Pledge of Allegiance.

4. INSTALLATION OF NEW COMMISSIONERS
Recreation Manager Emeline Noda gave the Oath of Allegiance and installed Jonathan D. Crans as Parks, Recreation and Cultural Arts (PR&CA) Commissioner.

5. ORAL COMMUNICATION
Chair Doby opened Oral Communications. There being no one present wishing to speak, Chair Doby closed Oral Communications.

6. MINUTES
Motion Carried: The Parks, Recreation and Cultural Arts Commission approved the Regular Meeting of June 6, 2018 and Special Meeting of July 11, 2018 as written.

7. STAFF REPORTS
   A. 2018 Park/Facility Tour
Recreation Manager Ron Noda provided the Parks, Recreation and Cultural Arts Commission with a tour of various parks and facilities the City manages, owns and programs. The tour provided commissioners the opportunity to become familiar with amenities at each site. The PR&CA Commission visited Orville R., Lewis, Sterns, Little Cottonwood Park, Labourdette Park, Soroptimist Park, Stansbury Park, Coyote Creek Trail and Bikeway, Oak Middle School, Roberts Park, and the Youth Center.
The PR&CA Commission requested staff to provide an update on the following items at a future meeting:

- Request Public Works staff to remove kite ribbon in tree at Sterns Park.
- Request staff to add a decorative, separating divider and a third railing to the fence that separates the basketball courts and parking lot at Little Cottonwood Park.
- Request staff to research exercise equipment placement throughout Little Cottonwood Park.
- Request Public Works to power wash Soroptimist Park playground equipment from bird droppings. The Commission also requested background/information on the naming of this facility.
- Request to remove graffiti from Stansbury Park play equipment.
- Chair Doby requested staff to research golf classes at the Navy Golf Course and offer Track and Field programs for younger children than currently offered.

8. ITEMS FROM THE RECREATION & COMMUNITY SERVICES DEPARTMENT

Emeline Noda, Recreation Manager

- Mrs. Noda announced exciting information on the only Escape Rooms in the City of Los Alamitos that will be offered at the Community Center. The Escape Room provides an interactive experience for small groups of family, friends, or coworkers during the months of October and November. A minimum age of 14 is recommended for “The Living Dead Lab” while all ages are welcome in the “Kidnap Mystery” room as this room is more family friendly. Parental/guardian supervision of all minors is required for both Escape Rooms. To book your adventure please contact the Community Center; bookings are available on Fridays, Saturday, and Sundays from 5-10 PM.

- The City of Los Alamitos Recreation and Community Services Department is having its annual Toy Drive of new and unwrapped toys at the Community Center and Winter Wonderland event on December 1, 2018. Drop off deadline at Community Center is December 5, 2018.

Ron Noda, Recreation Manager

- Announced the 7th annual Trunk or Treat event at Little Cottonwood Park on October 27, 2018. This year we will not be offering the treasure hunt as this candy will be used to supplement the demand for trunk participants to hand out.

- The City held its second interview with the Development Services Director candidate today and will provide an update at the next schedule commission meeting.

- In the fall, we will be offering a new 7-week After School sports program (soccer and basketball) at the Los Alamitos Unified School sites to keep children active and engaged in a fun, safe and positive group environment at a low cost. We will also be offering a 10-week Coed Youth Volleyball at the elementary and middle school sites beginning later this month. For the winter season, we will offer Coed Basketball and Song Team programs at the elementary and middle school sites.

- We are looking into offering Drivers Training class through our recreation programs.
• Provided an update on the status of Labourdette Park and Playground Equipment.

9. COMMISSIONER REPORTS
No items to report

10. ADJOURNMENT
The Parks, Recreation, and Cultural Arts Commission adjourned at 8:23 p.m.
Motion/Second: Hunter/Duran.

Attest: Tanya Doby, Chair

Emeline Noda, Recreation Manager
Recreation & Community Services Department
City of Los Alamitos
Recreation & Community Services

Agenda Report

Staff Report

September 5, 2018
Item No: 6A

Date: September 5, 2018

To: Chair Tanya Doby & Members of the Parks, Recreation and Cultural Arts Commission

From: Ron Noda, Recreation Manager

Subject: Spotlight On: Los Alamitos Volunteer Program (L.A.V.P.)

Summary: This report provides the Parks, Recreation & Cultural Arts Commission an update regarding the Los Alamitos Volunteer Program (L.A.V.P.)

Recommendation: Commission receive and file.

Background:

Since its inception in 2009, the Los Alamitos Recreation and Community Services Department invites youth ages 11 to 17 to join the Los Alamitos Volunteer Program (L.A.V.P.). Youth who join L.A.V.P. will have an opportunity to make a positive impact in the City of Los Alamitos and the surrounding communities. Participants will learn necessary job and life skills that will help them in the future.

Discussion:

L.A.V.P. is designed to assist students in completing their community service requirements necessary for high school graduation by providing them an opportunity to get involved in Los Alamitos as well as the surrounding community. The program provides hands on experience in the field of recreation and an opportunity to participate in community service projects year-round.

L.A.V.P. participants also play a key role in enhancing the City’s programs and community-wide special events. Volunteers support recreation staff in the delivery of special events, day camps, park programs, pre-school, sport programs and at Los Alamitos facilities such as the Community Center.
Volunteers learn teamwork, develop leadership skills, enhance their social skills, and participate in job training workshops. These skills will help each volunteer expand their portfolio of professional skills and gain valuable training for college and their future career.

**Special Events:** Race on the Base, Music and Movies Event Series, 4th of July Fireworks Spectacular, Trunk or Treat, Spring Carnival featuring the Egg Hunt, Winter Wonderland, Serve Los Al, Senior Prom and Weekend of Art

**Pre-School Program:** Assist staff with classroom duties, curriculum preparation

**Youth Sports:** Scorekeeping, assisting staff with field preparation, and a variety of youth sports activities

**Community Center:** Assist with front desk including clerical tasks such as filing and assisting staff with set-up and breakdown of classes

**Summer/Winter/Spring/Fall Day Camp:** Assist staff with leading campers in games, art and crafts, tournaments, special events and excursions for an additional cost

**Summer Park Program:** Assist staff with games, arts and crafts, tournaments, and special events

**Community Service Projects:** Once a month, L.A.V.P. members venture outside the Recreation and Community Services Department to assist with various projects that will benefit the community (i.e. Seal Beach Run, Cypress Run, Los Alamitos/Seal Beach Library)

Every year, the program changes slightly to make volunteering and learning year-round different for the participants. Workshops are held four times a year, with recent workshops including a job interview workshop that provides tips and tricks such as how to dress and how to express themselves clearly and concisely and a career workshop where professional from Los Alamitos comes in and speak to the members of L.A.V.P. about their profession.

Community Services Projects have been introduced to the program to keep the participants active. Held at least once per month, community services projects help the Recreation and Community Services Department as well as other organizations in Los Alamitos and beyond. Some of the community services projects over the past year include:

- Seal Beach's Beach Cleanup
- Los Alamitos/Rossmoor Library book sorting
- Youth Center
- St. Isidore Historical Plaza
- Seal Beach Run

Los Alamitos Volunteer Program
September 5, 2018
Page No. 2
- Cypress Run
- Cypress Boys & Girls Club
- Precious Life Thrift Store
- El Dorado Park Nature Center
- AVP Volleyball Events
- Long Beach State Athletic Events
- Spring Cleaning and Planting flowers at the Community Center

The Los Alamitos Volunteer Program requires participants to be active on a year-round basis. All participants must fulfill a minimum of:

- Attend one special event shift for the City of Los Alamitos Recreation and Community Services Department
- Attend one L.A.V.P. workshop
- Attend two community services projects per calendar year
- Volunteer at Los Alamitos Race on the Base or the 4th of July Fireworks Spectacular

The program began with approximately 25 volunteers in 2009 that volunteered only during the 10 weeks of summer to currently 85 L.A.V.P. volunteers that participants year-round.

In addition to providing valuable community service, one of the goals for the Los Alamitos Volunteer Program is to train these youth to learn a variety of skills to become a great candidate for an entry level Recreation Leader position for the Los Alamitos Recreation and Community Services Department. The Department has hired numerous former L.A.V.P. members who are now staff members. Volunteers who are over the age of 14 are eligible, and encouraged, to interview for a Recreation Leader as they become available. Although, it is not guaranteed that all volunteers who interview will obtain a paid position, L.A.V.P. volunteers will have the knowledge and tools to stand out with the experience they gain through this volunteer program.

**Fiscal Impact:**

Funding for this program is offset by participant fees of $39 per year. The program revenue and expenditures are encompassed in the Recreation and Community Services Department’s budget.
City of Los Alamitos
Recreation & Community Services

Agenda Report
Staff Report

September 5, 2018
Item No: 6B

Date: September 5, 2018
To: Chair Tanya Doby & Members of the Parks, Recreation & Cultural Arts Commission
From: Ron Noda, Recreation Manager
Subject: Review of the Draft Individual Joint Use Agreements for McAuliffe & Oak Middle Schools & Master Joint Use Agreement with the Los Alamitos Unified School District

Summary: This report provides the Parks, Recreation & Cultural Arts Commission with the Individual Joint Use Agreement (IJUA) for McAuliffe Middle School Field, Oak Middle School Field, Outdoor Basketball Courts, Community Restrooms, Bike/Walk Path to Coyote Creek Park and the Master Joint Use Agreement (MJUA) between the City of Los Alamitos and the Los Alamitos Unified School District (LAUSD).

Recommendation: Commission receive, discuss and file.

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.

<table>
<thead>
<tr>
<th>Site</th>
<th>Term</th>
<th>Agreement Dates</th>
<th>Revenue</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak Gymnasium</td>
<td>In Perpetuity</td>
<td>1974-</td>
<td>City = 100%</td>
<td>Maintenance = 100% District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Utilities = 100% District</td>
</tr>
<tr>
<td>Oak Fields</td>
<td>25 years</td>
<td>1978-2003</td>
<td>Field Use = 50%/50%</td>
<td>Maintenance = 100% District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Light Use = 100% City</td>
<td>Water = 100% District</td>
</tr>
<tr>
<td>McAuliffe Fields</td>
<td>10 years</td>
<td>2001-2011</td>
<td>Field Use = 50%/50%</td>
<td>Lights/Electricity = 100% City</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Light Use = 100% City</td>
<td>Maintenance = 85% City/15% District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Large Field Maintenance = 85% City/15% District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Large Field Water = 50%/50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Track/Track Field Maintenance = 100% District</td>
</tr>
</tbody>
</table>
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.

Staff from the Los Alamitos Recreation and Community Services Department and Los Alamitos Unified School District individually and jointly spent 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. On September 15, 2014, the City Council hosted a second workshop and provided Staff direction to proceed with the Draft IJUAs for the McAuliffe Fields and Oak Fields and MJUA, and gave instruction for the future IJUAs for additional Oak Middle School sites.

Discussion

The City-District Working Group met in August 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 Master Joint Use Agreement (Attachment #1), Individual Joint Use Agreement for McAuliffe Middle School Fields (Attachment #2), Oak Middle School Fields (Attachment #3), the Oak Middle School Community Restrooms (Attachment #4), Outdoor Basketball Courts (Attachment #5) and Bike/Walk Path (Attachment #6).

Individual Joint Use Agreements

Staff was 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 have been drafted 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.
## Current Agreements

<table>
<thead>
<tr>
<th>Site</th>
<th>Term</th>
<th>Agreement Dates</th>
<th>Revenue</th>
<th>Expenses</th>
</tr>
</thead>
</table>
| 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 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 IJUAs are:

- McAuliffe: $18,000-$22,000 per year for maintenance and water for track field & track
- Oak: $14,000-$25,000 per year for water

The City maintains the Oak Bike/Walking Path to Coyote Creek Park and incurs all expenses and maintenance costs. 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. 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 being recommended that the costs associated with the repairs be shared between the City and the District. Since the restroom utilities are not sub metered and anticipated to be minimal, the District will be responsible for the utility costs.

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, the IJUA is drafted to have the District cover all expenses associated with the courts, except for the lights that the City will continue to maintain.

The Oak Gymnasium was upgraded in 2013 and the custodial work are done by both the City and the District. The gymnasium floor should be refinished annually at a cost estimate of $4,200-4,600 and is currently paid for by the School District. The revenues for the Oak Gymnasium are currently retained entirely by the City (approximately $24,000 per year), so dividing that revenue with the District would result in a loss of approximately $12,000 annually for the City. The City Council has requested to keep the current agreement and/or current provisions of the agreement with LAUSD in place going forward.
**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. The MJUA is a five-year agreement with the possibility of a five-year extension that will expire in November 2019.

A 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.). Joint use facilities such as Oak and McAuliffe will have the CIP fees incorporated into the hourly field fees. City facilities such as Little Cottonwood Park and Laurel Park will have two fees associated with the rental of the facilities – 1. Hourly field fee and 2. CIP fee.

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.

**Fiscal Impact**

The fiscal impact for the five Individual Joint Use Agreements is estimated at $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 IJUAs (restrooms, outdoor courts and bike/walk path) have no anticipated new expenditures.
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”. The potential fiscal impact for the Oak Gymnasium Individual Joint Use Agreement could vary from no additional impact to a known revenue loss and expenditures increase of approximately $12,000-$16,000 (loss of revenue and increase expenditures for maintenance) for the Gymnasium, but only if the Gym Agreement changes. Ranges can vary from $0 to $16,000 or more, depending on the negotiations with the District for the Gymnasium agreement.

Attachments: 1. Master Joint Use Agreement
              2. Individual Joint Use Agreement for McAuliffe Middle School Fields
              3. Individual Joint Use Agreement for Oak Middle School Fields
              4. Individual Joint Use Agreement for Oak Middle School Community Restrooms
              5. Individual Joint Use Agreement for Basketball Courts
              6. Individual Joint Use Agreement for Bike/Walk Path to Coyote Creek Park
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 19th day of November, 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".
RECATIALS

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)
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
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.

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 MEETING.** The Parties shall 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.

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

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.
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.

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.

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 a parking lot, as well as 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.

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.

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 hereafter 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.

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.

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.

8.3.4 CIP Projects considered for funding should be utilized in the following order and repeated in the same order. Only by decision of both the Los Alamitos City Council and District Board of Education 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, 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 final approval of the project and in the years that a District-owned field is ready for its project, the District Board of Education will have final approval of the project.

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.

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

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

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.

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

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

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.

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 sub-contractor 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.

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

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.

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.

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

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.
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.

15.0 **USE OF SITES.**

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.

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.

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.

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

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

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.

17.0 **INDEMNIFICATION.**

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.

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:

[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 whosoever 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 or the City of Los Alamitos, and/or their respective Board members, agents, officers, employees and representatives).

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.

18.0 INSURANCE.

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 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 Insurance Coverage Requirements: For each of the IJUA’s, each Party shall maintain the following programs of insurance coverage:

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

General Aggregate: $10 million
Per Occurrence Limit: $5 million

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.”

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:

Each Accident: $1 million

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.

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.

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.

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.

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.

21.0 NOTICES.

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:

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

Attn: Deputy Superintendent
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.

22.0 PARTY EMPLOYEES.

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.

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.

23.0 MISCELLANEOUS.

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

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.

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 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 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.

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

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

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 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.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

23.20 Third Party Beneficiaries: Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.
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  
By:  
Patricia L. Meyer  
Deputy Superintendent  
Attest:  
By:  
(NAME, TITLE)  
Approved as to Form:  
By:  
Andreas C. Chialtas, Esq.  
Atkinson, Andelson, Loya, Rudd & Romo  

CITY OF LOS ALAMITOS,  
a California charter city  
By:  
Bret M. Plumlee  
City Manager  
Attest:  
By:  
Windinena Quintanar, CMC  
City Clerk  
Approved as to Form:  
By:  
Cary S. Reisman, Esq.  
City Attorney
EXHIBIT “A”

INDIVIDUAL JOINT USE AGREEMENTS

Individual Joint Use Agreement, No. 1, for the McAuliffe fields.
Date of Adoption: ____________________

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: ____________________

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

Individual Joint Use Agreement, No. 6, for the Oak Bike/Walk Path to Coyote Creek Park.
Date of Adoption: ____________________
INDIVIDUAL JOINT-USE AGREEMENT
FOR MCAULIFFE 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 McAuliffe Middle School Fields ("McAuliffe Field Agreement") is entered into this 19th day of November, 2014 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").
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 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 November 19, 2014 (the “Master Joint Use Agreement”) which is set forth as Exhibit B;
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 are not growing well with seed
- 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. District shall be responsible for 100% of water costs on the Track and Track Field until District installs separate metering (at District’s expense).

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 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 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 User 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:

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 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 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 a McAuliffe 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 a McAuliffe 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 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.

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 a McAuliffe 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.

5.2.3 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)

- 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)
- 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 McAuliffe Field Agreement as of the Effective Date.

CITY OF LOS ALAMITOS, a California Charter City

By: 
Bret M. Plumlee
City Manager

LOS ALAMITOS UNIFIED SCHOOL DISTRICT, a California public school district

By: 
Patricia L. Meyer
Deputy Superintendent

ATTESTED:

By: 
Wendy Quintana, CMC
City Clerk

APPROVED AS TO FORM:

By: 
Cary S. Reisman, Esq.
City Attorney

APPROVED AS TO FORM:

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

Description of McAuliffe Fields at McAuliffe Middle School

FIELD #1
(LARGE FIELD)
2.4 ACRES
LIGHT

FIELD #2
(LARGE FIELD)
2.4 ACRES
PARTIAL LIGHTS

FIELD #3
(LARGE FIELD)
1.6 ACRES
NO LIGHTS
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
Exhibit B

Master Joint Use Agreement
EXHIBIT C

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

2014-2015

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<thead>
<tr>
<th>Fall Season – August 25, 2014 – November 23, 2014</th>
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<th>Summer Season (School in session) – May 23, 2015 – June 11, 2015</th>
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<th>Summer Season – June 12, 2015 – August 31, 2015</th>
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<td>Los Alamitos Unified</td>
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<td>City of Los Alamitos</td>
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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
- Camp LAE

11 of 11
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 19th day of November, 2014, 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”).
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 November 19, 2014 (the “Master Joint Use Agreement”) which is set forth as Exhibit B;
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
- 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, biannual 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
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.
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)
• 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

By:  
Bret M. Plumlee
City Manager

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT, a California public school
district

By:  
Patricia L. Meyer
Deputy Superintendent

ATTESTED:

By:  
Windmera Quintanar, CMC
City Clerk

APPROVED AS TO FORM:

By:  
Cary S. Reisman, Esq.
City Attorney

APPROVED AS TO FORM:

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

Description of Oak Fields at Oak Middle School
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
Exhibit B

Master Joint Use Agreement
### EXHIBIT C

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

#### 2014-2015

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<thead>
<tr>
<th>Field Closure – August 25, 2014 – November 2, 2014</th>
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<th>Spring Season – February 9, 2015 - May 24, 2015</th>
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<th>Summer Season (School in session) – May 25, 2015 – June 11, 2015</th>
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<th>Summer Season – June 12, 2015 – September 3, 2015 (12 weeks)</th>
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#### 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
INDIVIDUAL JOINT-USE AGREEMENT
FOR OAK MIDDLE SCHOOL
COMMUNITY RESTROOMS

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 Community Restrooms ("Oak Community Restrooms Agreement") is entered into this 19th day of November, 2014, 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").
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 Community Restrooms 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 Community Restrooms Agreement and incorporated herein by this reference; and

F. WHEREAS, the Parties have mutually agreed that this Oak Community Restrooms Agreement is subject to the Master Joint Use Agreement For Use of Shared Sites between the Parties dated November 19, 2014 (the “Master Joint Use Agreement”) which is set forth as Exhibit B;
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 Community Restrooms 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 Community Restrooms 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 Community Restrooms 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 Community Restrooms 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 Community Restrooms, as well as the sharing of costs for the operations and maintenance of the Oak Community Restrooms.

4.0 MAINTENANCE, REPAIR, AND UTILITIES.

4.1 City. The City shall be responsible for one-half of all maintenance costs and all of the custodial work and supplies of the Oak Community Restrooms when they are using the Oak Community Restrooms.

4.2 District. The District shall be responsible for maintaining and repairing all of Oak Community Restrooms. The District shall be financially responsible for one-half of all maintenance costs and all the custodial work and supplies of the Oak Community Restrooms when the District is using them.

4.3 Use of the premises. City and District shall respect all users of the Oak Community Restrooms 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 Groups fail to appropriately use the restroom(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:

4.3.1 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.

4.4 **Inspection.** Each Party shall periodically inspect the Oak Community Restrooms 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 Community Restrooms 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 4.3.1 hereof.

5.0 **OAK COMMUNITY RESTROOMS USE AND SCHEDULING.** The City shall be allowed to use the Oak Community Restrooms for City purposes and allow User Groups to rent the Oak Community Restrooms 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 Community Restrooms 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 discuss the use of the Oak Community Restrooms.

5.1. **Oak Community Restroom Closures by the District.** The District may close an Oak Community Restroom 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 Community Restroom is in usable condition. When closure of the Community Restroom is necessary, the District shall follow proper procedures for noticing the closure to the public. Reasons for the closure of the Oak Community Restroom may include, but are not limited to, the following:

5.1.1 Any condition posing a threat to the public health and/or safety.

5.1.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement.

5.2 **Oak Community Restroom Closures by the City.** The City may close an Oak Community Restroom to use by the District, the public, or anyone else with advance notice and approval from the District. When closure of the Community Restroom 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.

5.2.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement.

5.3 **Expenditures.** The expenditures for the maintenance and repairs of Oak Community Restrooms are specified in Sections 4.1 and 4.2 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.

5.4.3 **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 community restroom or amenities related to damage caused by using the community restroom or amenities (parking lot, fencing, 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. Staff hired by the City for a User Group's rental with costs reimbursed to the City by the User Group)
IN WITNESS WHEREOF, Los Alamitos Unified School District and the City of Los Alamitos have entered into this Oak Community Restrooms Agreement as of the Effective Date.

CITY OF LOS ALAMITOS,
a California Charter City

By: Bret M. Plumlee
    City Manager

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT, a California public school
district

By: Patricia L. Meyer
    Deputy Superintendent

ATTESTED:

By: Windmura Quintanar, CMC,
    City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

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

Description of Oak Community Restrooms at Oak Middle School
Exhibit B

Master Joint Use Agreement
EXHIBIT C

Annual Oak Community Restrooms Schedule
(Periods to meet and update annually)

2014-2015

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Additional Days/Nights of Use given priority to District (Maximum of 10 dates per year):
- Back to School Night
- CIF Playoffs
- Open House
- 8th Grade Promotion/Awards Ceremonies
INDIVIDUAL JOINT-USE AGREEMENT
FOR OAK MIDDLE SCHOOL BASKETBALL COURTS

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 Basketball Courts ("Oak Basketball Courts Agreement") is entered into this 19th day of November, 2014, 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").
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 Oak Middle School Outdoor Basketball Courts (“Oak Basketball Courts”) 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 Basketball Courts Agreement and incorporated herein by this reference; and

F. WHEREAS, the Parties have mutually agreed that this Oak Basketball Courts Agreement is subject to the Master Joint Use Agreement For Use of Shared Sites between the Parties dated November 19, 2014 (the “Master Joint Use Agreement”) which is set forth as Exhibit B;
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 Basketball Courts 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 Basketball Courts 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 Basketball Courts 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 Basketball Courts 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 Basketball Courts.

4.0 MAINTENANCE, REPAIR, AND UTILITIES.

4.1 City. The City shall be responsible for cleaning up after use of the basketball court after use by the City or anyone the City has rented the courts to. The City will be responsible for 100% of the cost of maintenance and repair of lights.

4.2 District. The District shall be responsible for maintaining and repairing all of Oak Basketball Courts. The District shall be financially responsible for the costs of maintenance and repair. The District will be responsible for 100% of the materials, supplies and labor associated with routine maintenance.

4.3 Use of the premises. City and District shall respect all users of the Oak Basketball courts 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 Groups fail to appropriately use the court(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:

4.3.1 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
4.4 **Inspection.** Each Party shall periodically inspect the Oak Basketball Courts 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 Basketball Courts 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 4.3.1 hereof.

5.0 **OAK BASKETBALL COURT USE AND SCHEDULING.** The City shall be allowed to use the Oak Basketball Courts for City purposes and allow User Groups to rent the Oak Basketball Courts in accordance with the "Facility User Policy and Procedures - Rules and Guidelines", subject to this Oak Basketball Court Agreement. The Parties shall each act in good faith to accommodate use of the Oak Basketball Courts 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 Basketball Court. Exhibit C is an example of a model time schedule.

5.1 **Oak Basketball Court Closures by the District.** The District may close an Oak Court(s) 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 Court is in usable condition. When closure of the court(s) is necessary, the District shall follow proper procedures for noticing the closure to the public. Reasons for the closure of the Oak Basketball Court(s) 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, and natural disasters.

5.1.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the courts with advance approval from the City.

5.2 **Oak Basketball Court Closures by the City.** The City may close an Oak Court(s) to use by the District, the public or anyone else with advance notice and approval from the District. When closure of the court 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, and natural disasters.

5.2.2 Scheduled or unscheduled maintenance, repair, renovation and/or improvement to the court with advance notification to the District.
5.3 Expenditures. The expenditures for the maintenance and repairs of Oak Basketball Court 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 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 Basketball Court(s) or amenities related to damage caused by using the Courts (parking lot, fencing, baskets, 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) and all funds turned over to the District.
- 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)
- Electrical Costs – 100% of the light usage fees shall be retained by 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 Basketball Court Agreement as of the Effective Date.
CITY OF LOS ALAMITOS,  
a California Charter City

By: ___A_M_Court___  
Bret M. Plumlee  
City Manager

ATTESTED:

By: ___U_T_Q___  
Windmere Quintanar, CMC,  
City Clerk

APPROVED AS TO FORM:

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

LOS ALAMITOS UNIFIED SCHOOL  
DISTRICT, a California public school district

By: ___P_M___  
Patricia L. Meyer  
Deputy Superintendent

APPROVED AS TO FORM:

By: ___A_C_Chialtas___  
Andreas C. Chialtas, Esq.  
Atkinson, Andelson, Loya, Ruud & Romo
Exhibit A

Description of Oak Basketball Courts at Oak Middle School
OAK MAP LEGEND

LIGHT TOWER

ENTRANCE GATE (PEDESTRIAN)

ENTRANCE GATE (VEHICLES)

LOS ALAMITOS UNIFIED SCHOOL DISTRICT IRRIGATION CONTROLS

ELECTRICAL BOX (LIGHT TOWER CONTROL & SOUTHERN CA EDISON)

OAK COMMUNITY RESTROOMS

OAK OUTDOOR BASKETBALL COURTS BOUNDARY LINES
Exhibit B

Master Joint Use Agreement
EXHIBIT C

Annual Oak Basketball Courts Schedule
(Parties to meet and update annually)

2014-2015

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Additional Days/Nights of Use given priority to District (Maximum of 10 dates per year):
- Back to School Night
- CIF Playoffs
- Open House
- 8th Grade Promotion/Awards Ceremonies
INDIVIDUAL JOINT-USE AGREEMENT
FOR
OAK BIKE/WALK PATH TO COYOTE CREEK PARK

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 Bike/Walk Path to Coyote Creek Park ("Oak Bike/Walk Path Agreement") is entered into this 19th day of November, 2014, 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”).
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 Oak Bike/Walk Path 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 Bike/Walk Path Agreement and incorporated herein by this reference; and

F. WHEREAS, the Parties have mutually agreed that this Oak Bike/Walk Path Agreement is subject to the Master Joint Use Agreement For Use of Shared Sites between the Parties dated November 19, 2014 (the “Master Joint Use Agreement”) which is set forth as Exhibit B;
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 Bike/Walk Path 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 Bike/Walk Path 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 Bike/Walk Path 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 Bike/Walk Path 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 of the Oak Bike/Walk Path.

4.0 MAINTENANCE, REPAIR, AND UTILITIES.

4.1 City. The City shall be responsible for maintaining and repairing all of Oak Bike/Walk Path. The City shall be financially responsible for the costs of maintenance and repair. The City will be responsible for 100% of the materials, supplies and labor associated with routine maintenance. The fence separating the Oak Bike/Walk Path from the rest of the school is not included.

4.2 Use of the premises. City and District shall respect all users of the Oak Bike/Walk Path.

4.3 Inspection. Each Party shall periodically inspect the Oak Bike/Walk Path 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 the Oak Bike/Walk Path until it is corrected. The City shall post adequate warning signs on the property and make any necessary repairs.
IN WITNESS WHEREOF, Los Alamitos Unified School District and the City of Los Alamitos have entered into this Oak Bike/Walk Path Agreement as of the Effective Date.

CITY OF LOS ALAMITOS,
a California Charter City

By: Bret M. Plumlee
    City Manager

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT, a California public school
district

By: Patricia L. Meyer
    Deputy Superintendent

ATTESTED:

By: Winsmera Quintanar, CMC,
    City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

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

Description of Oak Bike/Walk Path at Oak Middle School
Exhibit B

Master Joint Use Agreement
City of Los Alamitos
Recreation & Community Services

Agenda Report
Staff Report
September 5, 2018
Item No: 6C

To: Chair Tanya Doby & Members of the Parks, Recreation and Cultural Arts Commission

From: Emeline Noda, Recreation Manager

Subject: Los Alamitos Senior Programs

Summary: This report provides the Parks, Recreation & Cultural Arts Commission an update on programs and activities offered to seniors.

Recommendation: Commission receive and file.

Background:

The City of Los Alamitos offers a wide variety of programs, activities and services to seniors. These programs help seniors in the community maintain an active and healthy lifestyle, while building friendships, community awareness and wonderful memories.

Discussion:

Los Alamitos Senior Club: The Los Alamitos Senior Club is a non-profit organization established in 1976. The club operates in both 501(c)3 and 501(c)7 statuses. The Club meets every Thursday at the Community Center from 10:00am to 3:15pm. The Senior Club has its own board of directors and provides opportunities to meet new friends, develop new interests and socialize with one’s peers. Club activities include: crafts, bingo, cards, table games, luncheons, holiday parties, birthday celebrations, guest speakers, entertainment, charity projects, and volunteer opportunities. Guests are welcome to attend twice before becoming a member. The annual membership fee is $10.

The Travel Club operates under the umbrella of the Los Alamitos Senior Club Board. With a portion of the profits beyond what is required to sustain the trips, the Travel Club transfers money on a regular basis to assist in supplementing the revenue for the Club to offset the expenses of activities and luncheons.
Game and Social Hours have been added three days a week including Bunco, Pokeno, and other card games to increase the socialization among the Club and encourage members of the public to join in on the fun.

**Intergenerational Activities** – Throughout the year the Ready, Set, Go! Preschool Program joins the Senior Club for intergenerational activities such as passing out roses on Mother’s Day or handing out flags to the seniors on Flag Day. New in the fall, a Senior Club Member will go into the Preschool building and read books to the children. This intergenerational program engages both age groups and provides both socialization and educational opportunities.

**Senior Lunch & Bread Program**: Lunch program participation numbers have been lower over the last few years with a severe decline the two years ago even after increased marketing and publicity which has included several press releases promoting the program. Seniors have been reluctant to attend the program, or have tried it once and unfortunately did not care for the hot meal choices provided by Community SeniorServ. As an attempt to save the lunch program from further declining attendance, staff decided to cancel Tuesday meals provided by SeniorServ and instead offer lunches provided by local restaurants (i.e. Hof’s Hut, Costco, Fish Company, etc.) for an increased $5 suggested donation for higher quality meals.

The Senior Lunch Program participants have enjoyed the popular Tuesday Lunch Bunch program menu options for a few years now giving them the opportunity to experience “restaurant style” menu items from local restaurants around town, with the average attendance of 25 to 40 participants attending consistently each week. As a result, the Senior Lunch Program will be revamped with a new format coming this Fall and expand to restaurant style menu options Tuesday, Wednesday, and Thursday. SeniorServ meals will be discontinued on Mondays and Fridays due to lower attendance experienced on these days. The future goal is to expand to all five days a week depending on the success of this new model program expansion. This new format will encourage participants to frequent local businesses at other times during the week. The current fee is $5 and staff is developing scholarship criteria for those seniors who are not able to afford the $5 per meal.

The Senior Lunch and Bread Program also offers seniors and low income families breads and pastries from local markets and restaurants for a suggested nominal donation. Revenue from bread sales helps to offset the cost of senior lunches.
The Senior Grocery Program – Second Harvest Food Bank has invited the City of Los Alamitos to participate as a distribution site for The Senior Grocery Program, which is designed to help alleviate hunger among seniors living on low and fixed incomes in Orange County. This is a free program for all participants, as Second Harvest accepts all financial obligations of the program. Any support from distribution sites is in the form of volunteers and/or staff to manage the program. They currently have over 30 Senior Grocery Program sites that provide bi-monthly food distributions. Senior Grocery locations include senior and community centers, churches, non-profit organizations, and affordable senior apartment complexes.

The Senior Grocery Program is set-up in a way that provides participants a shopping experience to choose the items they wish to take, just like they would when shopping at a grocery store. Second Harvest Food Bank partners with grocery stores that donate to the organization, and then deliver that product to the Senior Grocery Program sites for distribution. The grocery items include deli, frozen meat items, dairy, fresh produce, and an assortment of other fresh grocery store product.

A number of volunteers operate the program along with supervising staff members. This program is separate from the current Bread Program that accepts donations to offset the costs of the daily Senior Congregate Lunch Program. This program currently serves 60-75 households per week.

Senior Transportation: The City of Los Alamitos works with the transportation company Abrazar to provide seniors free transportation to non-emergency medical appointments. This includes trips to dialysis, therapy, dentistry, health education,
prescription pick-up, lab tests, and x-rays. Participants must be 60 years or older and complete an application. Applications are available through Abrazar or can be picked up at the Community Center.

**Balance and Fitness Class:** The Balance and Fitness Class for Seniors is a free exercise program that takes place on Tuesday mornings from 9:30am to 11:00am at the Los Alamitos Community Center. The class is designed specifically for older adults and covers balance techniques, exercise and fitness activities in a safe training environment. This class is offered through the North Orange County Community College District under their Lifeskills Education Advancement Program. Since beginning in 2008 the class has increased in popularity reaching up to 50 students each week. Instructor Molly Knox is a well-liked instructor and teaches classes in various Orange County cities.

![Image of senior exercise class](image)

**Contract Classes & Programs:** The Recreation and Community Services Department offers several contract classes that appeal to seniors interests such as T'ai Chi Chih, Needlecrafts, Chair Yoga, Gentle Flow Yoga, Strength & Flexibility, Online Dating, iPhone and iPad workshops, Tennis, and Qi Gong. These classes range in ability and cost and are offered six days a week at various times and days.

Additional free classes for seniors are offered at Katella Senior Living Community. These classes include: History of Comedy and Humor, Physical Fitness for Seniors, Creative Arts, Senior Topics, Music Arts, Books Come Alive, and Journey Back into Time.

**Senior Prom:** The Los Alamitos Senior Prom is held once a year and provides seniors a fun filled evening of dancing, dinning and live entertainment. Approximately 100 guests attend the event each year. Guests enjoy live music, a three-course meal,
beverages, a photo booth, raffle prizes which included gift cards to local restaurants. A Prom King & Queen are also crowned.

**Other Services:** Seniors have access to several health and legal services through the Recreation and Community Services Department. Health screenings (such as blood pressure and glucose) take place on Thursdays when the majority of seniors are present. HICAP counseling is available the 2nd Monday of every month and legal aid is available the 2nd Tuesday of every month. All are free of charge, but require an appointment made through the Community Center.

**Fiscal Impact:**

The Senior Lunch staff and Community Services Coordinator positions that support senior services are funded through the General Fund. The donations from the Bread Program offset the cost of meals for the Senior Lunch program and additional revenue generated through suggested donations is used to purchase program supplies and provide the special Tuesday lunches. The Los Alamitos Senior Club is a 501(c)3 non-profit organization and maintains and supports its own finances through the Senior Club Board treasury.