

REPORT OF GENERAL MANAGER

NO. 02-170

DATE April 17, 2002

C.D. 03

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF JOINT USE AGREEMENT WITH LAUSD FOR OPERATION, IMPROVEMENT AND MAINTENANCE OF SPORTS FIELDS AT HUGHES MIDDLE SCHOOL; APPROVAL OF RIGHT-OF-ENTRY PERMIT AGREEMENT WITH WEST VALLEY GIRLS' SOFTBALL LEAGUE FOR USE, IMPROVEMENT AND MAINTENANCE OF SPORTS FIELDS FOR A PERIOD COTERMINOUS WITH THE TERM OF THE JOINT USE AGREEMENT

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M. Matthews \_\_\_\_\_

Eileen Oppenheim  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

It is recommended that the Board:

1. Approve, substantially in the form attached, the proposed Joint Use Agreement between our Department and the Los Angeles Unified School District (LAUSD) for the joint operation and maintenance of a 180,000 square foot athletic field located at the Hughes Middle School in Woodland Hills in the 22400 block of Hatteras Street, between Capistrano Avenue and Sale Avenue, for an initial term commencing upon the execution date of the agreement and expiring on September 30, 2003; and for three (3), three (3), three (3) year "Extended Term" periods (10/01/03 - 09/30/06; 10/01/06 - 09/30/09; 10/01/09 - 09/30/12);
2. Authorize the Department to enter into a Right-of-Entry Permit Agreement with the West Valley Girls' Softball League (WVGS) for a period coterminous with the term of the proposed Joint Use Agreement, subject to the terms and conditions consistent with those enumerated in the Joint Use Agreement, and subject to:
  - (a) Execution by WVGS (and all named parties) of the Settlement Agreement, *Baca v. City of Los Angeles, Case No. CV-98-2865 R (Rcx (C.D. Cal))* and satisfaction of all terms and conditions contained therein;
  - (b) Execution of the aforementioned Right-of-Entry Permit Agreement by the WVGS, substantially in the form attached ;

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3. Direct the Board Secretary to "expedite" the forwarding of this report and the proposed Joint Use Agreement forthwith to the Mayor in accordance with Executive Directive No. 16, and concurrently to the City Attorney, for review and approval; and,
4. Upon receipt of the necessary approvals, authorize the Board President and Secretary to execute the Joint Use Agreement and the Right-of-Entry Permit Agreement.

### SUMMARY:

To complete the previously approved settlement of Baca v. City of Los Angeles, which was the lawsuit filed by the West Valley Girls' Softball League (WVGS) alleging gender discrimination by the Department and City of Los Angeles in the allocation of permits for athletic fields, the City, without admitting fault, has agreed, among other things, to arrange for WVGS' use of the Hughes Middle School athletic fields through a Joint Use Agreement (JUA) negotiated with the Los Angeles Unified School District (LAUSD). If the proposed JUA is approved, the Department would enter into a permit agreement with WVGS, allowing WVGS use of the Hughes athletic fields for the conduct of their girls' softball league on the conditions contained in the permit agreement.

LAUSD has not operated Hughes as a middle school for more than 20 years. LAUSD is currently using a portion of the classrooms to conduct the El Camino Real Adult School, and other portions of the physical plant for storage and administrative offices. The 180,000 square foot sports fields were not used until last season when LAUSD issued a temporary Civic Center permit to WVGS. Pursuant to the Civic Center permit, WVGS has previously established eight softball diamonds and made some repairs and improvements to the field area, allowing them to conduct their league on the athletic fields last season and for the current season just getting underway.

In consideration for additional repairs and improvements to be made by the City and WVGS at no cost to LAUSD, and for potential student use of the improved facilities in the event LAUSD reopens Hughes as a school, the City and LAUSD have agreed on the following terms for joint use of the Hughes athletic fields:

1. The right of the City to enter into an agreement with WVGS for use of the athletic fields and on-site parking (excluding 25 parking spaces reserved for LAUSD) from 3:30 p.m - 9:00 p.m on weekdays, excluding holidays and school vacations when use may occur from 9:30 a.m. to 9:00 p.m.; 9:30 to 7:30 p.m. on Saturdays and noon until 7:00 p.m. on Sundays. In addition, WVGS will have use of the gymnasium restrooms, and the coaches' office may be used for operation of a concession stand.
2. The initial term of the agreement will commence upon execution of the JUA and expire on September 30, 2003. If notice of termination is not received prior to March 31, 2003, the JUA will be extended for three (3) years, through September 30, 2006, and may similarly be extended for two (20 additional three (3) year terms through September 30, 2012.

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3. If LAUSD elects to construct any improvements in anticipation of reopening Hughes as a school, or elects to reopen Hughes as a school, LAUSD may terminate the JUA on at least 6 months prior written notice. In the event the JUA is terminated for this reason and LAUSD reasonably determines that some use of the athletic fields will not interfere with LAUSD's use, the City shall have the right to permit WVGS to use up to 2 softball diamonds which may be located on the property after construction and/or reopening of Hughes as a school. The JUA would also automatically terminate on the date of transfer of title of all or a portion of Hughes.
4. The City will be obligated to install a chain-link fence and gates separating the athletic fields from the remainder of the school property, convert the existing gymnasium restrooms to provide disabled access, repair the drinking fountain, and install a new water meter. The estimated cost of these improvements is \$50,000, and the City may accomplish such improvements with its own forces or by contract. All improvements by City will be subject to prior written approval of LAUSD.
5. WVGS will, in addition to improvements already made pursuant to LAUSD Civic Center permits, be obligated to install aluminum bleachers on 6 softball diamonds, up to 6 batting cages, safety netting for protection of spectators, and chain-link outfield fencing. All improvements by WVGS will be subject to prior written approval of City and LAUSD.
6. All parking in connection with use of the athletic fields will be on-site and the City and WVGS may not permit any vehicle parking on the streets adjacent to Hughes.
7. WVGS will be allowed to use amplified sound up to 6 times per softball season for special events, provided such sound shall not be loud enough to be heard outside of Hughes.
8. The City is required to provide insurance or self-insure and WVGS will be required to provide insurance naming the City and LAUSD as additional insureds. The City is required to indemnify and hold LAUSD harmless and WVGS will be required to fully indemnify and hold the City harmless.
9. LAUSD requires the areas of Hughes permitted to the City to be cleaned up after each use by WVGS, and WVGS will be responsible for that clean up. WVGS will be responsible for repairs to the permitted areas and improvements, except those arising from LAUSD's negligence, willful misconduct or material damage caused by LAUSD's use.
10. During times of WVGS use, staffing will be provided as deemed necessary by the City and at least one responsible person from WVGS with a cellular phone and standard first aid kit will be on site.

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11. WVGS will be responsible for the cost of all utilities required for operation, repair, maintenance and use of the permitted portions of Hughes.

The terms of the permit agreement to be entered into by and between the City and WVGS will include all terms and conditions of the JUA. Provided WVGS remains in compliance with and does not materially breach the terms and conditions of their permit agreement, they will be allowed to operate their league at Hughes for the duration of the City's right to use Hughes pursuant to the terms of the JUA.

The proposed Joint Use Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article VII, Section 1, Classes 1 (1, 12), 4 (7), and 11 (3, 6) of the City CEQA Guidelines.

Staff recommends that the Board approve this Joint Use Agreement. The City Attorney and the Superintendent of the Valley Region have been consulted and concur with staff recommendations. The former Councilmember of the Third District, Laura Chick, was instrumental in bringing this project to fruition and strongly supportive of this cooperative venture by and between the City, LAUSD and WVGS.

Prepared jointly by the Real Estate and Asset Management Division, Planning and Construction Branch, and the City Attorney, General Counsel Division.