



SPECIAL AGENDA

EL SEGUNDO CITY COUNCIL
SPECIAL MEETING
MONDAY, OCTOBER 30, 2023

4:00 PM OPEN SESSION
CLOSED SESSION TO FOLLOW THE ADJOURNMENT OF OPEN SESSION

CITY COUNCIL CHAMBER
350 MAIN STREET, EL SEGUNDO, CA 90245

Drew Boyles, Mayor
Chris Pimentel, Mayor Pro Tem
Carol Pirsztuk, Council Member
Lance Giroux, Council Member
Ryan W. Baldino, Council Member

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Jaime Bermudez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
David Cain, Interim CFO
Robert Espinosa, Interim Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. Such documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the agenda, the public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the agenda during the Public Communications portions of the Meeting. Additionally, members of the public can comment on any Public Hearing item on the agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit www.zoom.us on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial *67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.

4:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE –

PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – 5 MINUTE LIMIT PER PERSON, 30 MINUTE LIMIT TOTAL) *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.*

CITY MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)

A. STAFF PRESENTATIONS

1. Amended Joint Use Agreements with El Segundo Unified School District

Recommendation -

1. Authorize the City Manager to execute an amendment to the Joint Use Agreement (JUA) for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District (Attachment 1).
2. Authorize the City Manager to execute an amendment to the Joint Use Agreement for Media Studio and Equipment with El Segundo Unified School District (Attachment 2).
3. Alternatively, discuss and take other action related to this item.

ADJOURNMENT

CLOSED SESSION – CALL TO ORDER / ROLL CALL

PUBLIC COMMUNICATION – (RELATED TO CITY BUSINESS ONLY – 5-MINUTE LIMIT PER PERSON, 30-MINUTE LIMIT TOTAL) *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

SPECIAL ORDERS OF BUSINESS

RECESS INTO CLOSED SESSION: City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for purposes of conferring with City’s Real Property Negotiator; and/or conferring with City Attorney on potential and/or existing litigation; and/or discussing

matters covered under Government Code Section §54957 (Personnel); and/or conferring with City's Labor Negotiators.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -2-MATTER(S)

1. Employee Organizations: Fire Fighter Association (FFA) and Police Management Association (PMA)

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, and Laura Drottz-Kalty

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): -1-matter(s).

POSTED:

DATE: October 26, 2023

TIME: 5:40 PM

BY: Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: October 30, 2023

Agenda Heading: Staff Presentations

Item Number: A.1

TITLE:

Amended Joint Use Agreements with El Segundo Unified School District

RECOMMENDATION:

1. Authorize the City Manager to execute an amendment to the Joint Use Agreement (JUA) for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District (Attachment 1).
2. Authorize the City Manager to execute an amendment to the Joint Use Agreement for Media Studio and Equipment with El Segundo Unified School District (Attachment 2).
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The City and the El Segundo Unified School District (the "District") previously entered into an agreement on September 12, 1990, governing the joint use of public recreation facilities, which was subsequently amended on August 21, 1991, and amended and restated again on December 8, 1992. In September 1999, the City and District entered into a separate "Funding Agreement," in which the City agreed to pay the District \$250,000 annually to provide student services and maintain its facilities. This obligation was terminated years ago. Additionally, in 2009, the City agreed to fund crossing guard services. Since then, the City has contributed \$1,338,000 for crossing guards.

In September 2012, the City also took the following actions:

1. Approved an amended Joint Use Agreement for Public Recreation Facilities between the City and the District for a term of 10 years.

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2. Approved an Agreement between the City and the District for Joint Use of Media Studio and Equipment for a term of 10 years.
3. Approved the First Amendment to an MOU between the City and the District for Library Services for a term of 10 years. Subsequent to this date, there have been three additional amendments to the Library MOU.

Beginning in spring 2022, City staff began a series of discussions with the Superintendent of the El Segundo District, Dr. Melissa Moore, and staff, regarding updating and renewal of the Joint Use Agreements due to the pending expiration of the agreements.

At the City Council meeting of August 16, 2022, staff proposed an amendment to the Joint Use Agreements for a term of 10 years. The City Council discussed the agreements and expressed a desire to have a shorter term for the agreements based on the changing needs of the City and the District. A shorter agreement term would allow City staff and District staff to amend the agreements more regularly to ensure that agreements are still meeting the needs of both parties. The Council also directed staff to return with more details about the financial support that has been provided to the school district for the past 15 years and to include a list of in-kind financial contributions from the District to the City. City Council then discussed extending the agreement for a term of one year to give staff time to prepare a more detailed analysis of the joint use.

At the City Council meeting on September 20, 2022, staff proposed a one-year extension of the Joint Use Agreement for Public Recreation Facilities and a one-year extension of the Joint Use Agreement for the Media Studio and Equipment.

City staff began discussions with District staff in January 2023. During these discussions, staff gathered data from the District on their needs for the use of City facilities as well as data for City staff about the City's needs for use of the District's facilities. The parties also discussed potential options for closing the gap between the City's in-kind services to the District and the District's in-kind services to the City.

After many months of data collection, discussions, and negotiations, staff drafted the proposed redline agreement to be considered by the City Council for a term of seven years, beginning on September 21, 2023 with an option to re-open the agreement after four years (which can be exercised by either party). The proposed agreement includes lists of in-kind services being offered to each party from the other.

DISCUSSION:

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At the City Council meeting of September 19, 2023, staff presented the proposed amendments to the Joint Use Agreement (JUA) for Public Recreation Facilities between the City of El Segundo and the El Segundo Unified School District (Attachment 3). There were three changes to the amendment that were agreed upon by both the City and the District and included the following:

Terms of Contract

The term of the amended agreement is seven years, beginning September 2023 and ending September 2030, with an optional four-year reopener in September 2027. With this said, the agreement can be terminated at any time by either party, so this change is not substantive.

Bi-annual Meetings

To ensure continued communication, the City and the District management personnel will meet twice annually to discuss field and facility allocation.

Pro-Rata Cost Share

The District agrees to consider potential pro-rata share of improvements to City fields that benefit ESUSD students based on the amount of time that ESUSD students will benefit from the improvements.

The City Council discussed three other items within the amendment: the scheduling and maintenance of Richmond Street and Center Street school fields, the City's use of the El Segundo Middle School gymnasium, basketball courts and fields, and the prioritization of providing field space for non-profit organizations over for-profit programs. The majority of the Council wanted these changes implemented and voted to extend the current agreement for 30 days while staff had further discussions with the District about these issues.

Staff met with District personnel and discussed these items at the City and School District Subcommittee meetings on October 4, 2023 and October 11, 2023. The following changes were proposed and included in the attached agreement (Attachment 1):

1. Amend language in Recital D
2. Amend language in Recital E
3. Remove Recitals K and L
4. Amend language in Section 3
5. Remove in-kind lists

These changes result in the City having scheduling/use rights to the middle-school gym

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and facilities, but leave the Richmond Street School programming and revenue use essentially unchanged.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1B: El Segundo's engagement with the community ensures excellence.

Objective 5A: El Segundo promotes economic growth and vitality for businesses and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. City and ESUSD Joint Use Agreement - Public Recreation Facilities (Redline)
2. City and ESUSD Joint Use Agreement - Media Studio and Equipment
3. City and ESUSD Joint Use Agreement September 19, 2023 Staff Report

AMENDED AND RESTATED JOINT USE AGREEMENT FOR PUBLIC RECREATION
FACILITIES BETWEEN THE CITY OF EL SEGUNDO AND EL SEGUNDO UNIFIED
SCHOOL DISTRICT OF LOS ANGELES COUNTY

This AGREEMENT is made and executed this 1st day of September 2023, between the CITY OF EL SEGUNDO, a municipal corporation ("City"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a California public school district ("District"), each, individually, a "party" and, collectively, the "Parties."

RECITALS

This Agreement is made with reference to the following facts and objectives:

- A. Chapter 10, Part 7 of Division I (Section 10900, *et seq.*) of the Education Code of the State of California authorizes and empowers school districts and cities to organize, promote and conduct programs of community recreation to establish systems of playgrounds and recreation, and acquire, improve, maintain, and operate centers within or without the territorial limits of the city.
- B. On September 19, 2012, the City and the District entered into that certain Amended and Restated Joint Use Agreement which established the Parties' respective rights and agreement to jointly use specific properties owned by each party (the "Original Agreement"). The Original Agreement was for a term of ten years terminating on September 20, 2022. The Original Agreement was extended by the Parties on September 21, 2022, and is scheduled to terminate on September 1, 2023.
- C. The Parties wish to continue the Joint Use agreement pursuant to the terms set forth herein.
- D. City owns, operates and maintains certain public recreation facilities known as El Segundo Recreation Park (401 Sheldon Street); El Segundo Library Park (600 Block Main Street); El Segundo Hilltop Park (Maryland Street and Grand Avenue); Urho Saari Swim Stadium (219 West Mariposa); Acacia Park (623-25 West Acacia Avenue); Washington Park (Washington Street at Palm Avenue); Constitution Park (Washington Street between Palm and Maple Avenue); Sycamore Park (Sycamore Avenue and California Street); Kansas Park (Holly Avenue and Kansas Street); Candy Cane Parkette (100 Block Whiting Street); Campus El Segundo Athletic Fields (2201 East Mariposa Avenue); Freedom Park (Illinois Street between Mariposa Avenue and Holly Avenue); Independence Park (Washington Street between Walnut Avenue and Sycamore Avenue); Camp Eucalyptus (641 California Street); El Segundo Teen Center and Skatepark (405 East Grand Avenue); and lighting at the Richmond Street School (collectively, the "City Owned Facilities"). [The City also operates and maintains lighting on the property adjacent to the Richmond Street School located at 615 Richmond Street \(the "615 Richmond Street Improvements"\).](#) The City also owns the Lakes at El Segundo Golf Course (the "Golf Course"). The Golf Course is managed by a third party pursuant to a Management Agreement with the City and consistent with that certain Lease

Agreement regarding adjacent City-owned property and on which the “Topgolf” entertainment venue has been constructed and is operating. The Golf Course, [615 Richmond Street Improvements](#), and City Owned Facilities shall be collectively defined as the "City Facilities."

- E. District owns, operates and maintains certain school facilities known as El Segundo High School (640 Main Street); Center Street School (700 Center Street) El Segundo Middle School (332 Center Street); School District Offices (641 Sheldon Street); Richmond Street School (615 Richmond Street); and Eagles' Nest Preschool (641 Sheldon Street). The foregoing properties shall be defined as the “District Facilities.” District also operates and maintains ~~certain improvements, including~~ a ball field, turf areas, landscaping utilities and other fixtures known as the Center Street School, located at 700 Center Street, and Richmond Street School, located at 615 Richmond Street, both fields will be subject to City use pursuant to this Agreement. The City’s Recreation and Parks staff will be in charge of scheduling and benefit from revenue responsibilities for the fields adjacent to the Center Street School [and Richmond Street School](#).
- F. The aforementioned facilities are available for such uses as described in Recital A, when such use will not interfere with the owning party’s use of the facilities.
- G. City and District have found that it will be in the public interest, economically and practically, to cooperate with each other in regard to the recreational use of the aforementioned facilities and, therefore, desire to enter into an agreement pursuant to the provisions of said Chapter 10 of the Education Code.
- H. City is concerned with the continued quality of education, recreation and extracurricular activities that its residents, particularly its minor residents, receive and desires to provide support and collaboration to District for purposes of maintaining and enhancing the availability of these services.
- I. Such services benefit the youth of El Segundo by providing such youth with vital services that will lessen the need for City services such as police and park and recreation services and will result in better educated and healthier youth in the City.
- J. City believes that District’s educational services play a critical role in providing the City with future citizens that will dedicate their time and knowledge to the community and thereby increase the quality of life in the City of El Segundo.
- ~~K. The benefits provided to the District herein shall be in addition to in-kind and other contributions provided to the District by the City, which are anticipated to total approximately \$897,401 for fiscal year 2023-24. These in-kind services include, but are not limited to, the services approximately described on Exhibit A.~~
- ~~L. The benefits provided to the City herein shall be in addition to in-kind and other contributions provided to the City by the District, which are anticipated to total approximately \$871,859 for fiscal year 2023-24. These in-kind services include, but are not limited to, the services approximately described on Exhibit B.~~

M.K. City and District hereby seek to amend and restate the September 19, 2021~~12~~, Amended and Restated Agreement and to add additional properties and in-kind services subject to the terms provided herein.

NOW, THEREFORE for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Term. This Agreement is for the term of ~~seven~~ (7) years, retroactively commencing on ~~September 21, 2023~~, and terminating September 20, 2030 ~~August 31, 2030~~, with an ~~the~~ opportunity for either party to re-open the Agreement in 2027. This Agreement may be renewed or extended upon mutual written agreement of the Parties. In the event either Party has any concerns or desires to amend the Agreement, including, but not limited to, adding or changing the respective responsibilities of the Parties, the Parties agree to meet in good faith to consider amending this Agreement as necessary to address the stated concern(s). Nothing herein shall be construed as requiring or obligating the Parties to accept any amendment. Instead, the Parties hereby agree to meet and discuss any potential amendments in good faith to determine if any such amendment is necessary and in the best interest of both Parties.

2. District's Use of City Facilities. City agrees to allow District to utilize the City Facilities for educational programs, events or uses, under the direction and supervision of District in accordance with a schedule acceptable to City and District, provided, however, that such scheduled use cannot at any time interfere with the use of the City Facilities or equipment for the regular conduct of City-authorized recreation programs, events or uses. District will have priority over non-City authorized recreation programs, events or uses in the scheduling of City Facilities. District's use of the Golf Course is subject to the terms of the Management Agreement and the Lease Agreement.

3. City Use of District Facilities. District agrees to allow City to utilize the District Facilities for programs, events or uses, under the direction and supervision of City in accordance with a schedule acceptable to City and District; provided, however, that such scheduled use cannot at any time interfere with the use of the District Facilities or equipment for the regular conduct of school programs, events or uses. City will have priority over non-~~school~~District programs, events or uses in the scheduling of District Facilities during periods when they are not used for school purposes. District will add the high school practice field, the new middle school gym, outdoor basketball courts and the field to the City's scheduling software system for use by the City to the extent those facilities are not otherwise being used for District purposes. District also agrees its facilities can be used by the City for emergency shelter upon a mutually acceptable written agreement. Both entities agree to schedule fields according to their respective policies.

4. Equipment and Personnel. Each party hereto agrees to conduct and supervise their respective programs, events and uses on the other party's facilities in conformance with their respective policies and budget limitations. It is agreed further in this regard, that the Parties must provide all expendable supplies and materials and must furnish and compensate all personnel necessary to conduct their respective programs and activities, except as may be mutually agreed upon by City and District from time to time

during the terms of this Agreement and as provided by law. In the event any of the Facilities subject to this Agreement include the one-time purchase of equipment upgrades (such as scoreboards or lighting), the Parties may negotiate a pro-rata payment based on both parties' use of the new equipment through separate agreements between the District and the City.

5. Rules and Regulations. During the conduct of such programs and activities, each party may formulate and enforce such rules and regulations as are acceptable to the other party, and necessary to maintain proper standards of conduct and safety on said facilities for all age groups.

6. Duty to Repair. Each party agrees to comply with all existing rules regulating their respective properties including, without limitation, cleanup after using the property. Each party must repair, cause to be repaired, or reimburse the other for the cost of repairing damage to said facilities occurring during the period of use by that party, except where such damage may be attributed to ordinary or reasonable use of such facility. Except as otherwise provided for in this Agreement, each party will be responsible for normal operation, maintenance and repair of its own buildings and facilities. It is understood that both Parties have the right in their respective sole and absolute discretion to make one or more of their facilities unavailable for use by the other party for purposes of repairing or making alterations to the facilities or because the facility is unfit for public use. In the event either party has concerns or requests regarding the repair or maintenance of any facilities subject to this Agreement, all such concerns or requests shall be addressed to, and resolved through, the District Contact and the City Contact as set forth in Section 19 below.

7. Alterations. Neither party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the other's prior written consent. This section shall not apply to the 615 Richmond Street Improvements.

8. Indemnification.

A. District's Indemnification. District must defend and hold City, its city council, officials, officers, agents and employees, free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District's use of the City Facilities or any building, facility or equipment located thereon.

B. City's Indemnification. City must defend and hold District, its Board of Education, officials, officers, agents and employees free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including District property, arising out of City's use of the District Facilities or any building, facility or equipment located thereon.

9. Hazardous/Toxic Waste. Neither party has nor, to their knowledge, has any third party used, generated, stored or disposed of or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the District Facilities or City Facilities in violation of any law or regulation. The Parties agree

that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. Signs. Neither party may place any sign upon the other's property without the owner's prior written consent. The requesting party must pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. Insurance.

A. District's Duty to Insure. District must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and District from and against any and all liability of City for damages arising out of or connected with use by District, its agents, employees, permittees, and students of the City Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing City as additional insured must be provided to City. Said certificate must provide that City will receive thirty (30) days' notice of cancellation of said policy.

B. City's Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance insuring and protecting City and District from and against any and all liability of District for damages arising out of or connected with use by City, its agents, employees, and permittees of the District Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing District as additional insured must be provided to District. Said certificate must provide that District will receive thirty (30) days' notice of cancellation of said policy.

12. Limitations on Use. Neither party may permit any person or organization to use any of the facilities, buildings or accessories thereto where such use is inconsistent with the provisions of federal, state or local laws, including without limitation, Section 10900 through 10916 of the Education Code of the State of California, the El Segundo Municipal Code, or adopted City or District policies.

13. Use Schedules. The Superintendent of the School District and the City Manager of the City, or their designees, are hereby authorized and directed by their respective parties to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement which are consistent with the above-stated purposes. The parties agree to meet twice a year to schedule fields and facilities for the Fall/Winter and Spring/Summer seasons to accommodate school and city programming.

14. Termination. Either party may terminate this Agreement at any time with or without cause upon written notification. By executing this Agreement, the Parties waive any and all claims for damages that may otherwise arise from early termination under this section.

15. Successors and Assigns. This Agreement is binding on the assigns, transferees and successors in interest of City and District whether said successor in interest is a unified school district or other political entity.

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

17. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter herein and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

18. Assignment. Neither party may assign this Agreement or its interest herein. Any such attempted assignment will be void.

19. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

District Contact

El Segundo Unified School District
641 Sheldon Avenue
El Segundo, CA 90245
Attn: Melissa Moore, Ed.D. Superintendent

City Contact

City of El Segundo
350 Main Street
El Segundo, CA 90245
Attn: Darrell George, City Manager

Either party may change its address for the purpose of this section by giving written notice of the change to the other party.

20. Acceptance of Electronic Signatures. The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

21. Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

22. Partial Invalidation. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

23. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against either party hereto by reason of such party's being deemed to have drafted or structured such provision.

24. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. City's City Manager, or designee, may execute such amendment on behalf of City.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement by their officers duly authorized.

EL SEGUNDO UNIFIED SCHOOL DISTRICT

_____ [Signature]

_____ [Name]

_____ [Date]

CITY OF EL SEGUNDO

_____ [Signature]

_____ [Name]

_____ [Date]

**MEDIA STUDIO AND EQUIPMENT JOINT USE, REIMBURSEMENT, AND
LICENSE AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE EL
SEGUNDO UNIFIED SCHOOL DISTRICT**

THIS JOINT USE, REIMBURSEMENT, AND LICENSE AGREEMENT AMENDMENT ("Amendment") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to the California Education Code ("DISTRICT"). The term "Party" will refer to either CITY or DISTRICT, and the term "Parties" will refer to both CITY and DISTRICT.

1. **RECITALS.** This Agreement Is made with reference to the following facts and objectives:
 - A. DISTRICT owns the property located at 640 Main Street, El Segundo where El Segundo High School is located (the "Property").
 - B. A media studio ("Media Studio") is located on the Property in El Segundo High School Building K, as depicted in the attached Exhibit "A," which is incorporated by reference
 - C. CITY and DISTRICT have previously entered into agreements providing for their joint use of the Media Studio, and both seek to continue such use and refine the terms thereof through this Agreement for their mutual benefit.
 - D. DISTRICT seeks to grant CITY a license to enter the Property and access and use the Media Studio pursuant to the terms of this Agreement.
 - E. The Parties find that it is in the public interest to enter into this Agreement for joint use of the Media Studio at no cost.
2. **LICENSE.** Pursuant to the terms of this Agreement, the DISTRICT licenses CITY to use the Media Studio. The Parties' actions are not, and should not be construed to be, a conveyance of a property interest or a lease; they are for licenses to use property only.
3. **TERM.** Except as otherwise provided, the term of this Agreement will be for seven years with an option to reopen this Agreement four years from the Effective Date. Upon the Parties' mutual written agreement, the License may be renewed for additional time.

4. MEDIA STUDIO USE; CITY SERVICES TO DISTRICT.

- A. CITY may use the Media Studio, at no cost to the CITY, in accordance with a mutually agreeable Media Studio use schedule ("Use Schedule") that the Parties will develop and set forth in writing. The Parties respectively authorize the City Manager and Superintendent, or their designees, to establish and subsequently amend, as needed, the Use Schedule in order to effectuate this Agreement's purposes.
 - B. As consideration for use of the Media Studio, CITY will provide production, editing, and graphic design services ("Media Services") for the DISTRICT for the events identified in Exhibit "B," which is attached and incorporated by reference.
 - C. Notwithstanding Section 4.B, above, CITY may, at its discretion, provide additional Media Services requested by DISTRICT so long as DISTRICT reimburses CITY costs. DISTRICT agrees to reimburse such actual CITY costs for its provision of Media Services within 15 days of receipt of an invoice from the CITY that must detail reasonable costs incurred. DISTRICT'S failure to timely reimburse CITY for its Media Services will constitute a material breach of this Agreement.
 - D. The Parties agree not to delay, interfere, or otherwise obstruct the other Party's scheduled use under the Use Schedule.
 - E. CITY use of the Media Studio may be for public, educational, recreation, or other general municipal use.
 - F. CITY may store its equipment needed to utilize the Media Studio during the term of this Agreement.
 - G. DISTRICT will cause the Media Room to be regularly cleaned to ensure its clean and orderly condition. The Media Room must be cleaned at least three (3) times per week.
5. **EQUIPMENT USE.** The Parties must only utilize equipment that it owns during any permitted use scheduled under the Use Schedule. A Party may only use the other Party's equipment upon the written consent of the Party that owns such equipment. Notwithstanding any provision in this Agreement to the contrary, a Party will be liable for repair or replacement costs for equipment belonging to the other Party that it damages or destroys, whether such use was authorized or unauthorized.

6. **TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, upon written notification. Termination will be effective 180 days after the terminating Party's transmittal of its termination notification.

7. **INDEMNIFICATION.**

A. Each Party holds the other harmless and free from any and all liability arising out of this Agreement, or its performance. Each Party is responsible for its own legal defense and costs arising from its own negligent or willful actions.

B. The Parties agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

C. It is expressly understood and agreed that the foregoing provisions will survive the termination of this Agreement.

8. **INSURANCE.** Each Party will maintain its own insurance and insurance against its own acts or omissions.

9. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party will be in writing and will be deemed served when personally delivered to the other Party to whom they are directed, or in lieu of personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

DISTRICT at:

El Segundo Unified School District
641 Sheldon Street
El Segundo, California 90245

or to CITY at:

City of El Segundo
640 Main Street
El Segundo, California 90245

10. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.
11. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.
12. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.
13. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and DISTRICT respecting the Property, the use of the Property by DISTRICT, and the specified term, and correctly sets forth the obligations of CITY and DISTRICT. Any agreement or representations respecting the Property or its licensing by CITY to DISTRICT not expressly set forth in this instrument are void.
14. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
15. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
16. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

EL SEGUNDO UNIFIED
SCHOOL DISTRICT

Darrell George,
City Manager

Melissa Moore,
Superintendent

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez,
Deputy City Attorney

EXHIBIT "A"
MEDIA ROOM

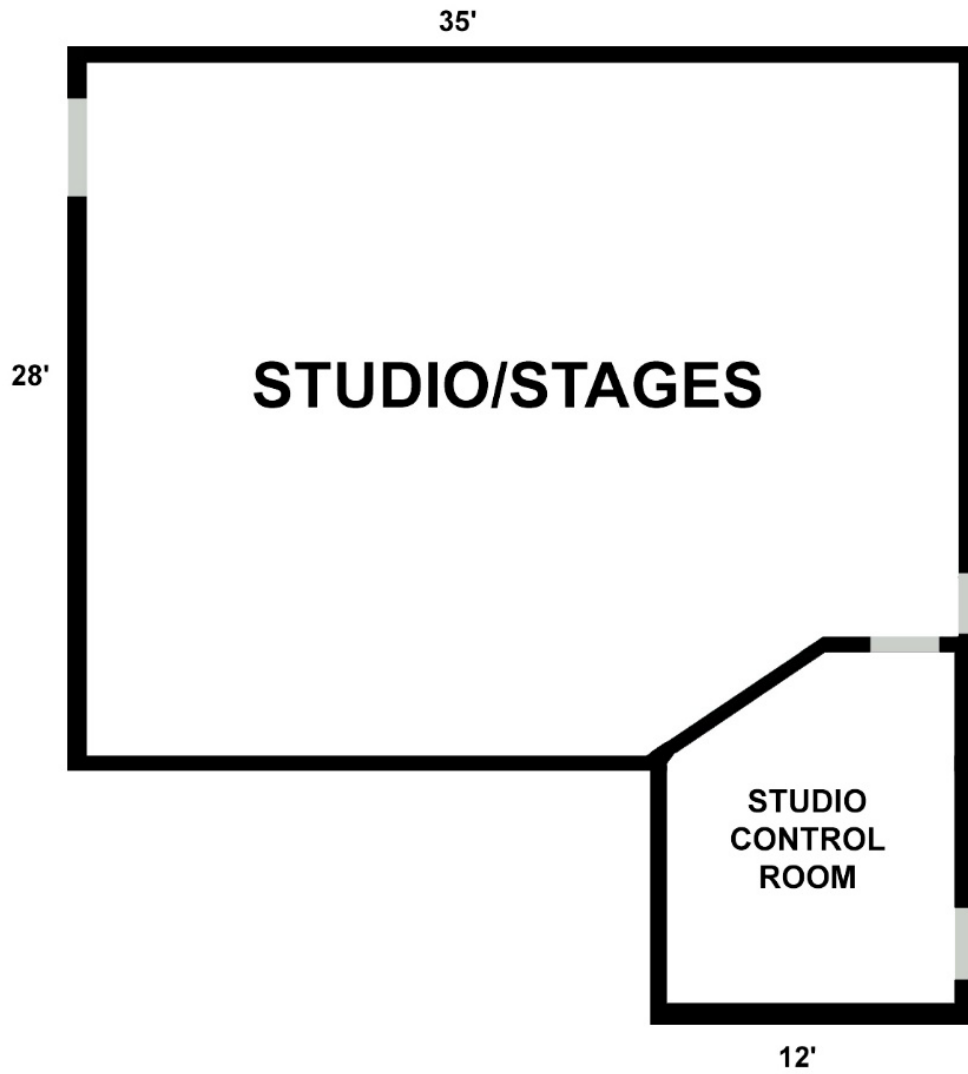


EXHIBIT "B"
DISTRICT EVENTS FOR CITY MEDIA SERVICES

1. El Segundo High School Homecoming Football Game
2. El Segundo High School Homecoming Parade
3. "Quick Hits" Program Highlighting Home Football Games
4. El Segundo High School/El Segundo Middle School Combined Winter Concert
5. El Segundo High School Graduation
6. El Segundo Middle School Graduation
7. El Segundo High School Sports Playoff Games (As Needed – Home Games Only)
8. Good news reports from ESUSD Superintendent to incorporate into City News (ribbon cuttings, special events, etc.)
9. ESUSD collaborative safety messages with City representative, when needed
10. ESUSD has the option to select a total of two (2) from the following list:
 - a. El Segundo High School Orchestra Winter Concert
 - b. El Segundo Middle School Orchestra Winter Concert
 - c. El Segundo High School Choir Winter Concert
 - d. El Segundo Middle School Choir Winter Concert
 - e. El Segundo High School Spring Sing
 - f. El Segundo High School Orchestra Spring Concert
 - g. El Segundo Middle School Spring Choir Concert



City Council Agenda Statement

Meeting Date: September 19, 2023

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

Amendment to the Joint Use Agreements With the El Segundo Unified School District

RECOMMENDATION:

1. Authorize the City Manager to execute an amendment to the Joint Use Agreement (JUA) for Public Recreation Facilities Between the City of El Segundo and the El Segundo Unified School District (Attachment 1).
2. Authorize the City Manager to execute an amendment to the Joint Use Agreement for Media Studio and Equipment with El Segundo Unified School District (Attachment 2).
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

It is estimated that the City of El Segundo's in-kind contribution to the El Segundo Unified School District to support the services and use of City Facilities within the agreements will be \$897,401 (Attachment 3).

BACKGROUND:

The City and the El Segundo Unified School District (the "District") previously entered into an agreement on September 12, 1990, governing the joint use of public recreation facilities, which was subsequently amended on August 21, 1991, and amended and restated again on December 8, 1992. In September 1999, the City and District entered into a separate "Funding Agreement," in which the City agreed to pay the District \$250,000 annually to provide student services and maintain its facilities. This obligation was terminated years ago. Additionally, in 2009, the City agreed to fund crossing guard services. Since then, the City has contributed \$1,338,000 for Crossing Guards.

September 19, 2023

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In September 2012, the City also took the following actions:

1. Approved an amended Joint Use Agreement for Public Recreation Facilities between the City and the District for a term of 10 years.
2. Approved an Agreement between the City and the District for Joint Use of Media Studio and Equipment for a term of 10 years.
3. Approved the First Amendment to an MOU between the City and the District for Library Services for a term of 10 years. Subsequent to this date, there have been three additional amendments to the Library MOU.

Beginning in Spring 2022, City staff began a series of discussions with the Superintendent of the El Segundo District, Dr. Melissa Moore, and staff, regarding updating and renewal of the Joint Use Agreements due to the pending expiration of the agreements.

At the City Council meeting of August 16, 2022, staff proposed an amendment to the Joint Use Agreements for a term of ten years. The City Council discussed the agreements and expressed a desire to have a shorter term for the agreements based on the changing needs of the City and the District. A shorter agreement term would allow City staff and District staff to amend the agreements more regularly to ensure the agreements are still meeting the needs of both parties. Council also directed staff to return with more details about the financial support that has been provided to the school district for the past 15 years, and to include a list of in-kind financial contributions from the District to the City. City Council then discussed extending the agreement for a term of one year to give staff time to prepare a more detailed analysis of the joint use.

At the City Council meeting on September 20, 2022, staff proposed a one-year extension of the Joint Use Agreement for Public Recreation Facilities, and a one-year extension of the Joint Use Agreement for the Media Studio and Equipment. The City included a detailed list of in-kind services being provided to the District by the City. The District did not provide a similar list of in-kind services for Council review.

City staff began discussions with District staff in January 2023. During these discussions, staff gathered data from the District on their needs for the use of City facilities as well as data from City staff about the City's needs for use of the District's facilities. The parties also discussed potential options for closing the gap between the City's in-kind services to the District and the District's in-kind services to the City.

After many months of data collection, discussions, and negotiations, staff drafted the proposed redline agreement to be considered by the City Council for a term of seven years beginning on September 21, 2023, with an option to re-open the agreement after

September 19, 2023

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four years (which can be exercised by either party). The proposed agreement includes lists of in-kind services being offered to each party from the other.

DISCUSSION:

In-Kind Services

The City and the District have each drafted proposed in-kind service contribution lists for the amended Joint Use Agreement (Attachments 3 and 4). It is difficult to pinpoint the exact value of the in-kind services due to numerous assumptions required to estimate the value. The City's in-kind list is separated into two categories of direct and indirect costs. Direct costs are financial obligations being realized by the City to support District services. An example of a direct cost is the payment of the contract for Crossing Guard services. Indirect costs refer to potential lost revenue opportunities based on District's use of a City amenity. For example, if the high school tennis program uses a number of City courts for team practices and matches, it prohibits the City from expanding a revenue-generating program such as pickleball. The total direct costs are \$691,868. The total indirect costs are \$205,533. The total value is \$897,401. The total costs provided in the District's in-kind services list is \$888,262 (Attachment 4). The District's list is not divided into direct and indirect costs.

Field and Facility Use

District Use of City Facilities

Both parties understand that the District's sports programs are reliant on City fields and courts to operate their programs. The high school's tennis, aquatics, baseball, softball and lacrosse teams utilize City fields and facilities for practices and games.

City Use of District Facilities

The City utilizes District facilities minimally for City-operated programs. The only City use of District facilities is for Youth and Adult Basketball, which generates roughly \$23,236 annually. The majority of the City's use of District facilities is utilized to support local community groups, including El Segundo Girls Softball, El Segundo Little League, and AYSO. It is not known how many hours these community groups are using District fields and facilities for programming. The City utilizes a 980 square foot classroom at the high school for a media studio per the Joint Use Agreement for the Media Studio and Equipment (Attachment 2). The District estimates the in-kind value of the studio space to be \$410,076 per year. In exchange, the City provides media production services covering District events throughout the year.

Private Rentals and Profit Generation

September 19, 2023

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The City rents its fields minimally to private, for-profit organizations due to the use of the fields and amenities by non-profit community groups. It is not known how many hours the District is renting field space to private, for-profit groups.

Agreed Upon Changes to JUA

Terms of Contract

The City Council proposed a five-year agreement beginning September 2023 and ending September 2028. The District counter-offered a seven-year term with a four-year re-opener beginning September 2023 and ending September 2030, with a re-opener in September 2027.

Bi-Annual Meetings

To ensure continued communication, the City and the District management personnel will meet twice annually to discuss field and facility allocation.

Pro-Rata Cost Share

The District agrees to consider potential pro-rata share of improvements to City fields that benefit ESUSD students based on the amount of time that ESUSD students will benefit from the improvements. Discussion regarding potential projects of shared interest will be between District and City management personnel.

Items for Discussion

Richmond Street Field

The City currently maintains and schedules Richmond Street field, which is owned by the District. The majority of this use is for non-profit community groups, including AYSO and El Segundo Girls Softball. The field generates minimal revenue for the City via per-player fees, but incurs approximately \$45,000 in maintenance costs. In addition, the field scheduling requires City staffing oversight.

The District has offered to have Richmond Street field maintained by the District's contractor, Bright View, which would result in roughly \$20,000 in cost savings to the City. The District has not agreed to take on scheduling, or payment for lights. Additionally, any field upgrades needed by the user groups (chalking, brick dust, grading), will be passed on to the user groups. Currently, the City pays for those items at an annual cost of approximately \$28,000.

September 19, 2023

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Center Street Fields

The City does not currently schedule or have access to Center Street fields. The fields are currently maintained and scheduled by the District. The District has offered to allow the City to utilize Center Street fields for non-profit use. City staff would schedule the field and retain any revenues generated and the District would continue to maintain the field. As with Richmond School, any improvements needed by user groups would be paid for by the user groups directly to the District. This is the current practice for this site. The challenge of using Center Street fields is that there is no lighting which prohibits use in the winter.

Middle School Fields and Facilities

The District has offered to allow the City to use the Middle School fields during weekends in the upcoming Fall season, which could be used for AYSO games. Additional use beyond the Fall season would need to be negotiated. The District has not offered use of the new middle school gym, but is open to negotiating future use.

Other District Facilities for City Use

The District has offered for the City to utilize other District facilities to host future programming, including the High School performing Arts Center, Bulldog Hall at El Segundo Middle School and classrooms at each school site. However, the District does not prefer that the City host an afterschool program that might compete with the District's TLC program. A City-sponsored afterschool program could generate up to \$100,000 in revenue. Historically, the City offered a middle school program but attendance was low and the program was discontinued.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

Joint Use Agreements with the El Segundo Unified School District

September 19, 2023

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REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Redline City and ESUSD Joint Use Agreement
2. City and ESUSD Joint Use Agreement - Media Studio and Equipment
3. City In-Kind Services
4. El Segundo Unified School District In-Kind Services

~~SECOND~~-AMENDED AND RESTATED JOINT USE AGREEMENT FOR PUBLIC RECREATION FACILITIES BETWEEN THE CITY OF EL SEGUNDO AND EL SEGUNDO UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

This AGREEMENT is made and executed this 21st day of September 2023~~2~~, between the CITY OF EL SEGUNDO, a municipal corporation ("City"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a California public school district ("District"), each, individually, a "party" and, collectively, the "Parties."

RECITALS

This Agreement is made with reference to the following facts and objectives:

- A. Chapter 10, Part 7 of Division I (Section 10900, *et seq.*) of the Education Code of the State of California authorizes and empowers school districts and cities to organize, promote and conduct programs of community recreation to establish systems of playgrounds and recreation, and acquire, improve, maintain, and operate centers within or without the territorial limits of the city.
- B. On September 19, 2012, the City and the District entered into that certain Amended and Restated Joint Use Agreement which established the Parties' respective rights and agreement to jointly use specific properties owned by each party (the "Original Agreement"). The Original Agreement was for a term of ten years terminating on September 20, 2022. The Original Agreement was extended by the Parties on September 21, 2022, and is scheduled to terminate on September 1, 2023.
- C. ~~The Original Agreement is scheduled to terminate on September 20, 2022, and~~ the Parties wish to continue the Joint Use agreement pursuant to the terms set forth herein.
- D. City owns, operates and maintains certain public recreation facilities known as El Segundo Recreation Park (401 Sheldon Street); El Segundo Library Park (600 Block Main Street); El Segundo Hilltop Park (Maryland Street and Grand Avenue); Urho Saari Swim Stadium (219 West Mariposa); Acacia Park (623-25 West Acacia Avenue); Washington Park (Washington Street at Palm Avenue); Constitution Park (Washington Street between Palm and Maple Avenue); Sycamore Park (Sycamore Avenue and California Street); Kansas Park (Holly Avenue and Kansas Street); Candy Cane Parkette (100 Block Whiting Street); Campus El Segundo Athletic Fields (2201 East Mariposa Avenue); Freedom Park (Illinois Street between Mariposa Avenue and Holly Avenue); Independence Park (Washington Street between Walnut Avenue and Sycamore Avenue); Camp Eucalyptus (641 California Street); El Segundo Teen Center and Skatepark (405 East Grand Avenue); ~~The Lakes at El Segundo Golf Course (400 South Sepulveda Boulevard); and certain improvements, including landscaping, lighting, utilities and other fixtures on the property adjacent to~~ at the Richmond Street School (collectively, the "City Owned Facilities"). ~~The City also operates and maintains~~

~~certain improvements, including a ball field, turf areas, landscaping, lighting, utilities and other fixtures on the property adjacent to the Richmond Street School located at 615 Richmond Street (the "615 Richmond Street Improvements"). The City also owns the Lakes at El Segundo Golf Course (the "Golf Course"). The Golf Course is managed by a third party pursuant to a Management Agreement with the City and consistent with that certain Lease Agreement regarding adjacent City-owned property and on which the "Topgolf" entertainment venue has been constructed and is operating. The Golf Course 615 Richmond Street Improvements and City Owned Facilities shall be collectively defined as the "City Facilities."~~

- E. District owns, operates and maintains certain school facilities known as El Segundo High School (640 Main Street); Center Street School (700 Center Street) El Segundo Middle School (332 Center Street); School District Offices (641 Sheldon Street); Richmond Street School (615 Richmond Street); and Eagles' Nest Preschool (641 Sheldon Street). The foregoing properties shall be defined as the "District Facilities." District also operates and maintains certain improvements, including a ball field, turf areas, landscaping, ~~lighting~~, utilities and other fixtures known as the Center Street School, located at 700 Center Street, ~~and Richmond Street School, located at 615 Richmond Street, both fields will be subject to City use pursuant to this Agreement. El Segundo, which will be added to the District Facilities subject to City use pursuant to this Agreement.~~ The City's Recreation and Parks staff will be in charge of scheduling and benefit from revenue responsibilities for the fields adjacent to the Center Street School.
- F. The aforementioned facilities are available for such uses as described in Recital A, when such use will not interfere with the owning party's use of the facilities.
- G. City and District have found that it will be in the public interest, economically and practically, to cooperate with each other in regard to the recreational use of the aforementioned facilities and, therefore, desire to enter into an agreement pursuant to the provisions of said Chapter 10 of the Education Code.

~~H. City and District previously entered into that certain agreement governing the joint use of their facilities dated September 12, 1990, which was subsequently amended on August 21, 1991 and amended and restated pursuant to that certain agreement dated December 8, 1992. City and District also entered into that certain Funding Agreement dated September 21, 1999, which was amended on September 19, 2000, wherein City generally agreed to pay District \$250,000 annually to provide student services and maintain its facilities (the "Funding Agreement"). The Funding Agreement was subsequently superseded by that certain funding agreement between City and District dated June 19, 2001, as subsequently amended pursuant to that certain First Amendment to Agreement No. 2893, dated July 17, 2007; that certain Second Amendment to Agreement No. 2893, dated September 16, 2008; and that certain Third Amendment to Agreement No. 2893, dated March 23, 2011, and that certain Amended and restated Agreement dated September 19, 2012 which further extended the~~

~~agreement through September 20, 2022. These agreements are collectively referred to as the "Prior Agreements."~~

~~I.H.~~ City is concerned with the continued quality of education, recreation and extracurricular activities that its residents, particularly its minor residents, receive and desires to provide support and collaboration to District for purposes of maintaining and enhancing the availability of these services.

~~I.I.~~ Such services benefit the youth of El Segundo by providing such youth with vital services that will lessen the need for City services such as police and park and recreation services and will result in better educated and healthier youth in the City.

~~K.J.~~ City believes that District's educational services play a critical role in providing the City with future citizens that will dedicate their time and knowledge to the community and thereby increase the quality of life in the City of El Segundo.

~~K.~~ The benefits provided to the District herein shall be in addition to in-kind and other contributions provided to the District by the City, which are anticipated to total approximately \$897,401 for fiscal year 2023-24. These in-kind services include, but are not limited to, the services approximately described on Exhibit A.~~benefits provided to the~~

L. The benefits provided to the City herein shall be in addition to in-kind and other contributions provided to the City by the District, which are anticipated to total approximately \$871,859 for fiscal year 2023-24. These in-kind services include, but are not limited to, the services approximately described on Exhibit B.~~District herein shall be in addition to in-kind and other contributions provided to the District by the City, which are anticipated to total approximately \$944,190 for fiscal year 2022-23. These in-kind services include, but are not limited to, the services approximately described on Exhibit A.~~

M. City and District hereby seek to amend and restate the September 19, 20~~12~~21, Amended and Restated Agreement and to add additional properties and in-kind services subject to the terms provided herein.

NOW, THEREFORE for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Term. This Agreement is for the term of ~~ten (10)~~seven years, commencing on Sept. ~~21, 2023~~22, and terminating August 31~~Sept. 20, 2030~~, with the opportunity for either party to re-open the Agreement in 2027. This Agreement may be renewed or extended upon mutual written agreement of the Parties. In the event either Party has any concerns or desires to amend the Agreement, including, but not limited to, adding or changing the respective responsibilities of the Parties, the Parties agree to meet in good faith to consider amending this Agreement as necessary to address the stated concern(s). Nothing herein shall be construed as requiring or obligating the Parties to accept any amendment. Instead, the Parties hereby agree to meet and discuss any

potential amendments in good faith to determine if any such amendment is necessary and in the best interest of both Parties.

2. District's Use of City Facilities. City agrees to allow District to utilize the City Facilities for educational programs, events or uses, under the direction and supervision of District in accordance with a schedule acceptable to City and District, provided, however, that such scheduled use cannot at any time interfere with the use of the City Facilities or equipment for the regular conduct of City-authorized recreation programs, events or uses. District will have priority over non-City authorized recreation programs, events or uses in the scheduling of City Facilities. District's use of the Golf Course is subject to the terms of the Management Agreement and the Lease Agreement.

3. City Use of District Facilities. District agrees to allow City to utilize the District Facilities for programs, events or uses, under the direction and supervision of City in accordance with a schedule acceptable to City and District; provided, however, that such scheduled use cannot at any time interfere with the use of the District Facilities or equipment for the regular conduct of school programs, events or uses. City will have priority over non-school programs, events or uses in the scheduling of District Facilities during periods when they are not used for school purposes.

4. Equipment and Personnel. Each party hereto agrees to conduct and supervise their respective programs, events and uses on the other party's facilities in conformance with their respective policies and budget limitations. It is agreed further in this regard, that the Parties must provide all expendable supplies and materials and must furnish and compensate all personnel necessary to conduct their respective programs and activities, except as may be mutually agreed upon by City and District from time to time during the terms of this Agreement and as provided by law. In the event any of the Facilities subject to this Agreement include the one-time purchase of equipment upgrades (such as scoreboards or lighting) ~~that involve usage costs (such as electricity)~~, the Parties may negotiate a pro-rata payment based on both parties' use of the new equipment plan to address both Parties' respective use of such equipment through separate agreements between the District Contact and the City Contact, as established in Section 19 below.

5. Rules and Regulations. During the conduct of such programs and activities, each party may formulate and enforce such rules and regulations as are acceptable to the other party and necessary to maintain proper standards of conduct and safety on said facilities for all age groups.

6. Duty to Repair. Each party agrees to comply with all existing rules regulating their respective properties including, without limitation, cleanup after using the property. Each party must repair, cause to be repaired, or reimburse the other for the cost of repairing damage to said facilities occurring during the period of use by that party, except where such damage may be attributed to ordinary or reasonable use of such facility. Except as otherwise provided for in this Agreement, each party will be responsible for normal operation, maintenance and repair of its own buildings and facilities. It is understood that both Parties have the right in their respective sole and absolute discretion to make one or more of their facilities unavailable for use by the other

party for purposes of repairing or making alterations to the facilities or because the facility is unfit for public use. In the event either party has concerns or requests regarding the repair or maintenance of any facilities subject to this Agreement, all such concerns or requests shall be addressed to, and resolved through, the District Contact and the City Contact as set forth in Section 19 below.

7. Alterations. Neither party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the other's prior written consent. This section shall not apply to the 615 Richmond Street Improvements.

8. Indemnification.

A. District's Indemnification. District must defend and hold City, its city council, officials, officers, agents and employees, free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including City property, arising out of District's use of the City Facilities or any building, facility or equipment located thereon,

B. City's Indemnification. City must defend and hold District, its Board of Education, officials, officers, agents and employees free and harmless from any liability for loss, damage, injury or death to persons, or damage to or loss of property, including District property, arising out of City's use of the District Facilities or any building, facility or equipment located thereon.

9. Hazardous/Toxic Waste. Neither party has nor, to their knowledge, has any third party used, generated, stored or disposed of or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the District Facilities or City Facilities in violation of any law or regulation. The Parties agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. Signs. Neither party may place any sign upon the other's property without the owner's prior written consent. The requesting party must pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. Insurance.

A. District's Duty to Insure. District must keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting City and District from and against any and all liability of City for damages arising out of or connected with use by District, its agents, employees, permittees, and students of the City Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing City as additional insured must

be provided to City. Said certificate must provide that City will receive thirty (30) days' notice of cancellation of said policy.

B. City's Duty to Insure. City must keep in full force and effect during the term of this Agreement public liability insurance insuring and protecting City and District from and against any and all liability of District for damages arising out of or connected with use by City, its agents, employees, and permittees of the District Facilities or any building, facility or equipment located thereon. All public liability insurance required hereunder must be in the minimum amount of Ten Million Dollars (\$10,000,000) and a certificate of such insurance showing District as additional insured must be provided to District. Said certificate must provide that District will receive thirty (30) days' notice of cancellation of said policy.

12. Limitations on Use. Neither party may permit any person or organization to use any of the facilities, buildings or accessories thereto where such use is inconsistent with the provisions of federal, state or local laws, including without limitation, Section 10900 through 10916 of the Education Code of the State of California, the El Segundo Municipal Code, or adopted City or District policies.

13. Use Schedules. The Superintendent of the School District and the City Manager of the City, or their designees, are hereby authorized and directed by their respective parties to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement which are consistent with the above-stated purposes. The parties agree to meet twice a year to schedule fields and facilities for the Fall/Winter and Spring/Summer seasons to accommodate school and city programming.

14. Termination. Either party may terminate this Agreement at any time with or without cause upon written notification. By executing this Agreement, the Parties waive any and all claims for damages that may otherwise arise from early termination under this section.

15. Successors and Assigns. This Agreement is binding on the assigns, transferees and successors in interest of City and District whether said successor in interest is a unified school district or other political entity.

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

17. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter herein and all prior written and oral agreements regarding the subject matter herein are superseded by this Agreement.

18. Assignment. Neither party may assign this Agreement or its interest herein. Any such attempted assignment will be void.

19. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

District Contact

El Segundo Unified School District
641 Sheldon Avenue
El Segundo, CA 90245
Attn: Melissa Moore, Ed.D. Superintendent

City Contact

City of El Segundo
350 Main Street
El Segundo, CA 90245
Attn: Darrell George, City Manager

Either party may change its address for the purpose of this section by giving written notice of the change to the other party.

20. Acceptance of Facsimile Signatures. The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

22. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

23. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against either party hereto by reason of such party's being deemed to have drafted or structured such provision.

24. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. City's City Manager, or designee, may execute such amendment on behalf of City.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement by their officers duly authorized.

EL SEGUNDO UNIFIED SCHOOL DISTRICT

_____ [Signature]

_____ [Name]

_____ [Date]

CITY OF EL SEGUNDO

_____ [Signature]

_____ [Name]

_____ [Date]

**MEDIA STUDIO AND EQUIPMENT JOINT USE, REIMBURSEMENT, AND
LICENSE AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE EL
SEGUNDO UNIFIED SCHOOL DISTRICT**

THIS JOINT USE, REIMBURSEMENT, AND LICENSE AGREEMENT AMENDMENT ("Amendment") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and the EL SEGUNDO UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to the California Education Code ("DISTRICT"). The term "Party" will refer to either CITY or DISTRICT, and the term "Parties" will refer to both CITY and DISTRICT.

1. **RECITALS.** This Agreement Is made with reference to the following facts and objectives:
 - A. DISTRICT owns the property located at 640 Main Street, El Segundo where El Segundo High School is located (the "Property").
 - B. A media studio ("Media Studio") is located on the Property in El Segundo High School Building K, as depicted in the attached Exhibit "A," which is incorporated by reference
 - C. CITY and DISTRICT have previously entered into agreements providing for their joint use of the Media Studio, and both seek to continue such use and refine the terms thereof through this Agreement for their mutual benefit.
 - D. DISTRICT seeks to grant CITY a license to enter the Property and access and use the Media Studio pursuant to the terms of this Agreement.
 - E. The Parties find that it is in the public interest to enter into this Agreement for joint use of the Media Studio at no cost.
2. **LICENSE.** Pursuant to the terms of this Agreement, the DISTRICT licenses CITY to use the Media Studio. The Parties' actions are not, and should not be construed to be, a conveyance of a property interest or a lease; they are for licenses to use property only.
3. **TERM.** Except as otherwise provided, the term of this Agreement will be for seven years with an option to reopen this Agreement four years from the Effective Date. Upon the Parties' mutual written agreement, the License may be renewed for additional time.

4. MEDIA STUDIO USE; CITY SERVICES TO DISTRICT.

- A. CITY may use the Media Studio, at no cost to the CITY, in accordance with a mutually agreeable Media Studio use schedule ("Use Schedule") that the Parties will develop and set forth in writing. The Parties respectively authorize the City Manager and Superintendent, or their designees, to establish and subsequently amend, as needed, the Use Schedule in order to effectuate this Agreement's purposes.
 - B. As consideration for use of the Media Studio, CITY will provide production, editing, and graphic design services ("Media Services") for the DISTRICT for the events identified in Exhibit "B," which is attached and incorporated by reference.
 - C. Notwithstanding Section 4.B, above, CITY may, at its discretion, provide additional Media Services requested by DISTRICT so long as DISTRICT reimburses CITY costs. DISTRICT agrees to reimburse such actual CITY costs for its provision of Media Services within 15 days of receipt of an invoice from the CITY that must detail reasonable costs incurred. DISTRICT'S failure to timely reimburse CITY for its Media Services will constitute a material breach of this Agreement.
 - D. The Parties agree not to delay, interfere, or otherwise obstruct the other Party's scheduled use under the Use Schedule.
 - E. CITY use of the Media Studio may be for public, educational, recreation, or other general municipal use.
 - F. CITY may store its equipment needed to utilize the Media Studio during the term of this Agreement.
 - G. DISTRICT will cause the Media Room to be regularly cleaned to ensure its clean and orderly condition. The Media Room must be cleaned at least three (3) times per week.
5. **EQUIPMENT USE.** The Parties must only utilize equipment that it owns during any permitted use scheduled under the Use Schedule. A Party may only use the other Party's equipment upon the written consent of the Party that owns such equipment. Notwithstanding any provision in this Agreement to the contrary, a Party will be liable for repair or replacement costs for equipment belonging to the other Party that it damages or destroys, whether such use was authorized or unauthorized.

6. **TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, upon written notification. Termination will be effective 180 days after the terminating Party's transmittal of its termination notification.

7. **INDEMNIFICATION.**

A. Each Party holds the other harmless and free from any and all liability arising out of this Agreement, or its performance. Each Party is responsible for its own legal defense and costs arising from its own negligent or willful actions.

B. The Parties agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

C. It is expressly understood and agreed that the foregoing provisions will survive the termination of this Agreement.

8. **INSURANCE.** Each Party will maintain its own insurance and insurance against its own acts or omissions.

9. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party will be in writing and will be deemed served when personally delivered to the other Party to whom they are directed, or in lieu of personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

DISTRICT at:

El Segundo Unified School District
641 Sheldon Street
El Segundo, California 90245

or to CITY at:

City of El Segundo
640 Main Street
El Segundo, California 90245

10. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.
11. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.
12. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.
13. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and DISTRICT respecting the Property, the use of the Property by DISTRICT, and the specified term, and correctly sets forth the obligations of CITY and DISTRICT. Any agreement or representations respecting the Property or its licensing by CITY to DISTRICT not expressly set forth in this instrument are void.
14. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
15. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
16. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

EL SEGUNDO UNIFIED
SCHOOL DISTRICT

Darrell George,
City Manager

Melissa Moore,
Superintendent

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez,
Deputy City Attorney

EXHIBIT "A"
MEDIA ROOM

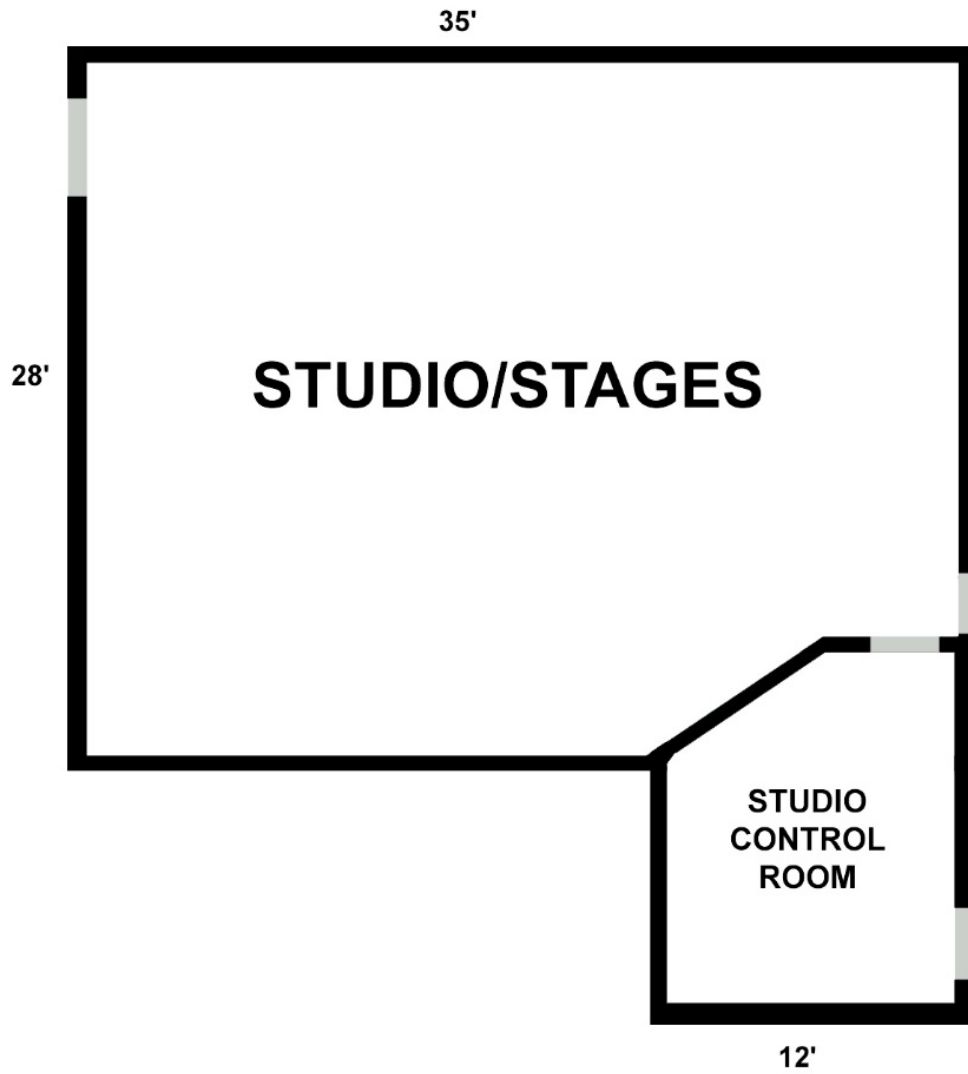


EXHIBIT "B"
DISTRICT EVENTS FOR CITY MEDIA SERVICES

1. El Segundo High School Homecoming Football Game
2. El Segundo High School Homecoming Parade
3. "Quick Hits" Program Highlighting Home Football Games
4. El Segundo High School/El Segundo Middle School Combined Winter Concert
5. El Segundo High School Graduation
6. El Segundo Middle School Graduation
7. El Segundo High School Sports Playoff Games (As Needed – Home Games Only)
8. Good news reports from ESUSD Superintendent to incorporate into City News (ribbon cuttings, special events, etc.)
9. ESUSD collaborative safety messages with City representative, when needed
10. ESUSD has the option to select a total of two (2) from the following list:
 - a. El Segundo High School Orchestra Winter Concert
 - b. El Segundo Middle School Orchestra Winter Concert
 - c. El Segundo High School Choir Winter Concert
 - d. El Segundo Middle School Choir Winter Concert
 - e. El Segundo High School Spring Sing
 - f. El Segundo High School Orchestra Spring Concert
 - g. El Segundo Middle School Spring Choir Concert

EXHIBIT A **DRAFT**

City of El Segundo
 In-Kind & Other contributions to School District
 "Projected" Fiscal Year 2023-2024

POLICE DEPARTMENT	
SRO 1	\$ 153,000
100 hours of overtime donated for football, prom, etc.	35,000
POLICE DEPARTMENT TOTAL	188,000
FIRE DEPARTMENT	
45 hours of straight time donated for football games	4,005
50 hours of straight time donated from Fire Prevention for inspections (includes Annual inspections, sprinklers, etc.)	2,185
56 hours of Fire Department emergency responses	8,308
0 hours of time donated for Workability Program- Student Worker	-
FIRE DEPARTMENT TOTAL	14,498
RECREATION, PARKS & LIBRARY	
<i>Library Division</i>	
School Library Staff Salaries and Benefits	127,600
School Library Books and Materials	5,000
Shared Online Catalog Updates and Maintenance	5,500
<i>Library Division Total</i>	138,100
<i>Recreation Division</i>	
Staff for school events at Teen Center	-
Staff (Lifeguards) for school events at Urho Saari Swim Stadium*	-
Staff (Lifeguards) for school events the El Segundo Wiseburn Aquatics Center	41,946
Rental value for Recreation Park Stevenson Field	4,026
Rental value for Recreation Park Softball Field	2,470
Rental value for Rec Park Basketball	-
Rental value for Campus El Segundo	3,360
Rental value for Recreation Park Basketball and Tennis Courts	3,000
Rental value for Richmond St. School Field	2,165
Rental value for El Segundo Wiseburn Aquatics Center	109,569
Rental value for Teen Center	-
<i>Recreation Division Total</i>	166,536
<i>Parks Division</i>	
Maintenance, preparation, and utilities for Richmond St. School Field less rental revenue	40,800
Maintenance, preparation, and utilities for Recreation Park Stevenson Field	38,200
Maintenance, preparation, and utilities for Recreation Park Softball Field	37,900
<i>Parks Division Total</i>	116,900
RECREATION, PARKS & LIBRARY TOTAL	421,536
PUBLIC WORKS	
Facility maintenance for Urho Saari Swim Stadium*	-
Chemical and supplies for Urho Saari Swim Stadium*	-
Utilities- gas, water, and electricity for Urho Saari Swim Stadium*	-
Facility maintenance for El Segundo Wiseburn Aquatics Center	16,900
Chemical and supplies for El Segundo Wiseburn Aquatics Center	12,800
Utilities- gas, water, and electricity for El Segundo Wiseburn Aquatics Center	37,900
PUBLIC WORKS TOTAL	67,600
CITY MEDIA SERVICES	
Graduations (ESHS, ESMS and Arena)	9,284
ESHS Sports Coverage**	10,737
Concerts, plays, and misc. events (ESHS, ESMS, Richmond St, and Center St)	21,587
CITY MEDIA SERVICES TOTAL	41,608
FINANCE DEPARTMENT	
Crossing Guards at Richmond Street, Center Street, and El Segundo Middle School	164,159
FINANCE DEPARTMENT TOTAL	164,159
GRAND TOTAL CONTRIBUTIONS	\$ 897,401

*Urho Saari Swim Stadium is under design and pending construction. Urho Saari Swim Stadium values have been removed at this time. Values will be discussed upon reopening.

** Does not include potential playoff home football games estimated at \$3,826 for 76 hours.

DRAFT

Exhibit B

El Segundo Unified School District In-Kind and Other Contributions To the City of El Segundo Projected for Fiscal Year 2023-24

Facility or Service	Total
Rental Value for El Segundo High School Gym	\$82,050
Rental Value for classrooms for city programs	\$1,700
Rental Value for Performing Arts Center at El Segundo High School	\$30,800
Rental Value for Bulldog Hall at El Segundo Middle School	\$12,750
Ranger hours for public access on weekends and holidays	\$63,360
Custodial support for city use	\$30,901
High School track public access	\$16,500
Value of LCFF funding for City Media Center	\$410,076
Maintenance, preparation, and utilities for City Media Center	\$23,617
Rental value for Center Street School Field	\$80,971
Maintenance of Center Street Fields	\$7,956
Rental Value of Middle School Fields	\$25,000
Maintenance of Richmond Street Fields	\$13,200
Rental Value of Richmond Street Fields	\$80,971
Maintenance of Middle School Fields	\$5,072
Use of CSS black top for E-bike training	\$800
Ranger hours for TLC Restroom Access at Richmond Field	\$2,539
Total	\$888,262