JOINT POWERS AGREEMENT
BETWEEN
LOS ANGELES UNIFIED SCHOOL DISTRICT ("DISTRICT")
AND
THE CITY OF BELL ("CITY")

This JOINT POWERS AGREEMENT FOR THE USE OF THE BELL HIGH SCHOOL ("Agreement") is made and entered into by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("DISTRICT") and THE CITY OF BELL, a public body corporate and politic, ("CITY"), as of the date more particularly described on the signature page hereof.

WITNESSETH:

WHEREAS, DISTRICT owns certain real property located at 4328 Bell Avenue, Bell, CA 90201, currently known as Bell High School as depicted on Exhibit "A" of the site plan attached hereto and incorporated herein (the "School");

WHEREAS, CITY is a small incorporated city approximately 2.5 square miles in size and located in the County of Los Angeles, just south of Maywood;

WHEREAS, due to the CITY’s lack of land and funding, it has limited recreational facilities and does not currently own or operate a public pool for community use;

WHEREAS, School is the only high school located within CITY boundaries and the facility has a pool;

WHEREAS, CITY has requested to enter into a Joint Powers Agreement to provide a much-needed aquatics program and swimming instruction services that will be made available to the students of the School and the citizens of the community;

WHEREAS, DISTRICT recognizes that entering into a Joint Powers Agreement with CITY for use of the pool and appurtenant areas located at the School for swimming instruction and recreational swimming will greatly benefit the population of the City of Bell that would otherwise not have access to these programs;

WHEREAS, DISTRICT and CITY desire to enter into an agreement for the joint exercise of their governmental powers pursuant to California Government Code section 6500, et seq., for the use, maintenance and operation of the Indoor Swimming Pool, Restrooms, Locker Rooms, Office and Storage (collectively, the "Pool Areas") based on CITY’s desire to provide recreation and the opportunity for its community members to learn swimming, an important life skill, and DISTRICT recognizes that swimming is an important life skill for everyone, including DISTRICT students, to learn;

WHEREAS, DISTRICT and CITY desire to enter into this Agreement for the purpose of providing the terms and conditions whereby CITY, and its agents, employees, guests, and invitees, including members of the public enrolled in special CITY-run programming and permitted
recreational activities contemplated herein (collectively, the "CITY Parties") may use the Pool Areas during CITY’s Use Period described herein; and

WHEREAS, CITY and DISTRICT desire to share the use, supervision, maintenance and liability for the Pool Areas as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. CONSIDERATION

DISTRICT shall permit CITY to utilize the Pool Areas at the School in consideration for, CITY instituting and implementing an aquatics program consisting of free swim, swimming instruction, and other aquatics classes or programs that can be conducted safely for individuals and without property damage ("Aquatics Program") at the Pool Areas. DISTRICT students will be provided with reduced admission rates and CITY will reserve fifty percent (50%) of the spaces in its swimming instruction program for DISTRICT students during the Term of the Agreement, as defined below.

2. TERM

The term of this Agreement (the "Term") shall commence on the date of full execution of this Agreement (the "Execution Date") and shall expire at 9:00 p.m. on the last day of Summer (defined below) in the year 2023, or upon the earlier termination of this Agreement pursuant to the terms herein (the "Termination Date"). The Term of the Agreement is contingent upon the CITY identifying funding to provide the Aquatics Program, as defined below, on an annual basis. If CITY determines at any time during the Term of the Agreement that it will not continue to have funding for the Aquatics Program, CITY shall have the right to terminate this Agreement with sixty (60) days advance notice to the DISTRICT. If CITY has not, is not, or will not provide programs for any reason during the Summer period, as defined below, then the DISTRICT shall have exclusive use of the Pool Areas during those times upon delivery of written notice to CITY; provided, that DISTRICT may terminate this Agreement if, within sixty (60) days of the date of DISTRICT’s notice to take possession of the Pool Areas, CITY does not commit to resume providing programs or provide a schedule acceptable to DISTRICT as to when programs will resume.

Notwithstanding the Term identified herein, either party may terminate this Agreement upon delivery of sixty (60) days written notice to the other party.

3. USE OF THE POOL AREAS

(a) Pool Areas. The "Pool Areas" shall be comprised of the facilities located inside the pool building at the School, excluding the IDF/MDF Room and the Mechanical Room and adjacent storage areas, as indicated on Exhibit "B", attached hereto and incorporated herein. All Pool Areas shall be used in accordance with the general scope of use set forth below and from that commonly recognized as being appropriate for the specific facility and in accordance with the other terms and conditions of the Agreement. The Pool Areas shall not be used in a manner that
will increase the risk of injury or death to any person or damage or destruction of property. All Pool Areas shall be available for CITY’s use during CITY’s Use Period as defined below. Proper supervision shall be provided by CITY during CITY’s Use Period to reduce the risk of injury and/or vandalism. Pool Areas shall be used as follows:

(1) **Swimming Pool.** During the CITY’s Use Period, CITY shall use the indoor swimming pool ("Swimming Pool") for the Aquatics Program organized and sponsored solely by the CITY.

CITY may retain a qualified aquatic management operator ("Operator") to provide the Aquatics Program described in this Agreement on behalf of CITY. CITY shall require the Operator to observe and abide by the terms and conditions of this Agreement. CITY shall be solely responsible and liable for the Operator.

(2) **Locker/Changing Rooms (Male and Female) ("Locker Rooms").** Male and female locker/changing rooms will be made available for CITY’s use during CITY’s Use Period.

(3) **Restrooms (Male and Female) ("Restrooms").** CITY shall use the restroom facilities located in the pool building during CITY’s Use Period.

(4) **Showers (Male and Female) ("Showers").** The shower facilities located inside the Pool Building shall be available for CITY’s use.

(5) **Manager’s Office ("Office").** The Office may only be used by CITY staff during CITY’s Use Period.

(6) **Storage Area ("Storage").** The CITY may use the Storage area to store equipment during CITY’s Use Period.

CITY shall not permit any activities or equipment that may damage the Pool Areas or unreasonably cause additional maintenance or other services or costs to be incurred, including, but not limited to: chewing gum, or consumption of food or beverages other than water (to avoid increased cleaning costs and damage from sticky substances).

(b) **Use Period.** There shall be three (3) recognized categories of use periods for the Pool Areas: (i) DISTRICT’s Use Period; (ii) CITY’s Use Period; and (iii) No Use Period (which shall be all times other than DISTRICT’s Use Period and CITY’s Use Period), (collectively "Use Periods"), as follows:

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<th>DISTRICT’s Use Period:</th>
<th>7:00 a.m. – 9:00 p.m Monday through Friday: 8:00 a.m. – 9:00 p.m. Saturdays and Sundays, excluding those during the CITY’s Use Period during “Regular School Days”; and</th>
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| CITY’s Use Period: | 8:00 a.m. – 1:00 p.m. and any other time during the Summer, excluding City’s Use Period, that the District decides to use the Pool Areas.  

“Regular School Days” are those days on which School is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year, including summer session, should it be offered at the School during the Term of the Agreement. |
| CITY’s right to use the Pool Areas shall be limited to the Summer,  
1:00 p.m. to 9:00 p.m. Monday through Friday, and  
8:00 a.m. – 6:00 p.m. Saturday and Sunday  
Summer shall be the period commencing on the first day after the traditional school year at the School ends in June, and ending on the day immediately preceding the first day the traditional school year at the School begins in August or September of each year (only after Summer school session is dismissed, if applicable).  
CITY may request additional hours to further and/or enhance the community recreational programming provided by CITY during the Summer, and, if granted by LAUSD in writing, such additional hours shall be considered to be part of CITY’s Use Period. |
| No Use Period | The Pool Areas shall not be available for use by either party on any day between the hours of 9:01 p.m. and 7:59 a.m. during the Summer. |

CITY and DISTRICT agree that the Pool Areas shall be available for use during the time periods set forth above during each day of the week subject to DISTRICT’s Use Period. If the CITY does not desire to provide programming during any time of the CITY’s Use Period, CITY shall so notify DISTRICT in writing and DISTRICT shall have exclusive use of the Pool Areas during those times following receipt of CITY’s notice. For each calendar year, CITY and
DISTRICT will mutually agree in a signed writing upon any changes to the Use Periods on, or prior to, the 1st day of December preceding the calendar year of the Use Period.

CITY acknowledges that DISTRICT is operating a school and that there will be occasions when DISTRICT will require the use of all or a part of the Pool Areas for sports competitions, sports-team practices and other events outside of the DISTRICT’s Use Period. At least fifteen (15) days prior to the commencement of each School semester or trimester, DISTRICT shall provide CITY with a written list of School events that will occur during the following semester or trimester and those identified School events or activities shall be permitted to occur, regardless of whether the event or activity will occur during, or otherwise affects, the CITY’s Use Period. DISTRICT, in good faith, agrees to use reasonable effort to schedule its events within DISTRICT’s Use Period. CITY agrees that School events and activities shall take priority in the use of the Pool Areas and be allowed to occur so long as the School has provided the minimum fifteen (15) days’ prior written notice to CITY; CITY shall adjust or cancel events, at CITY’s discretion, scheduled during CITY’s Use Period accordingly. If DISTRICT is unable to provide CITY with the minimum fifteen (15) days’ prior written notice of DISTRICT use, DISTRICT and CITY, in good faith, will negotiate and mutually agree on whether the event can be accommodated during CITY’s Use Period. In the interest of safety, if a School event or activity is a priority use and CITY elects to exercise its use rights when such event or activity occurs, CITY, at its sole cost and expense, shall provide supervision and implement measures to ensure that its users will not intermingle with the School students.

Notwithstanding any provision contained herein, in the event of an emergency or if LAUSD determines it is in the best interest for the safety of students and/or the public or to preserve or minimize damage or repairs to the Pool Areas, LAUSD may prohibit access to or the use of the Pool Areas by providing written notice to CITY; provided, further, that LAUSD may elect to terminate this Agreement upon delivery of written notice to CITY. To the extent possible LAUSD shall provide to CITY a minimum of thirty (30) days written notice but LAUSD shall not be obligated to provide said thirty (30) days’ notice if the situation does not allow for that many days’ notice. The term “emergency” shall broadly mean any sudden, urgent or unexpected incident or occurrence requiring an immediate or quick action to minimize the risk of personal injury, death, or damage or destruction of property. Any payments due and owing by CITY shall be prorated (based on a thirty (30) day calendar month) as of the date that LAUSD prohibits access or use of the Pool Areas until that date when access and use of the Pool Areas are reinstated.

(c) **Prohibited Use of the Pool Areas.** Notwithstanding the general scope of the permitted use of the Pool Areas, the Pool Areas shall not be used for (i) any activity that would not qualify for the issuance of a Civic Center Permit by DISTRICT or issuance of a facility use permit by CITY; (ii) any commercial activity or other activity involving the sale or purchase of goods or; or (iii) the payment of admission; except for reasonable fees charged by CITY or DISTRICT to cover its direct costs in making the use of the Pool Areas available or in providing the recreational or other applicable program, subject to the terms of this Agreement.

(d) **Staffing.** CITY and DISTRICT agree that responsibility to provide staff to supervise the use of the Pool Areas shall be as follows:
(1) **DISTRICT’s Use Period.** DISTRICT, at its sole cost and expense, shall staff and provide program personnel during DISTRICT’s Use Period.

(2) **CITY’s Use Period.** During CITY’s Use Period, CITY, at its sole cost and expense, shall provide, or contract with an independent entity to provide reasonable staffing to provide supervision, including, but not limited to lifeguards, for the use of the Pool Areas and for its Aquatic Program. CITY shall be prohibited from and shall not allow person(s), organization(s), or entity(ies) other than CITY staff, volunteers and agents to operate programs in the Pool Areas during the CITY’s Use Period without prior written approval of DISTRICT.

CITY, at its sole cost and expense, shall provide adequate security and supervision for the use of the Pool Areas during CITY’s Use Period, to ensure that the Pool Areas are not vandalized, damaged, or destroyed during CITY’s Use Period.

In the event CITY does not, in DISTRICT’s reasonable discretion, provide for adequate staffing to secure and supervise the Pool Areas, DISTRICT may provide notice to CITY, and CITY shall have one (1) business day to cure such inadequate staffing, supervision or security issues. In the event CITY does not cure such inadequate staffing, supervision or security issues within such five (5) business day period, DISTRICT may temporarily suspend use of the Pool Areas by CITY until a reasonable plan of staffing, supervision or security has been approved by DISTRICT and implemented by CITY.

(c) **Securing the Pool Areas.** DISTRICT shall be solely responsible for opening, closing, locking and unlocking, and securing the entrance gates and the Pool Areas during CITY’s Use Period. DISTRICT shall be solely responsible for securing and locking the entrance gates as well as the Locker Rooms and the Restrooms CITY is authorized to use.

(f) **Clean and Sanitary Condition.** At the end of DISTRICT’s Use Period and any DISTRICT use during CITY’s Use Period granted by CITY, DISTRICT shall visually inspect the Pool Areas and pick up trash and debris attributable to DISTRICT’s use of the Pool Areas so that they are in a clean and sanitary condition for CITY’s use. At the end of CITY’s Use Period and any period of use during DISTRICT’s Use Period granted to CITY, CITY shall visually inspect the Pool Areas and pick up trash and debris attributable to CITY’s use of the Pool Areas so that they are in a clean and sanitary condition for DISTRICT’s use.

DISTRICT shall pick up trash and debris prior to the commencement of District’s Use Period, if necessary, and the cost to perform such cleaning shall be reimbursed to DISTRICT by CITY (to the extent such unclean and, or unsanitary conditions were caused by CITY’s use of the Pool Areas); provided, that such cost to put the Pool Areas in a clean and sanitary condition shall be actual costs incurred, including all applicable labor, material and administrative costs.

(g) **Material Repair or Replacement.** Notwithstanding the foregoing, in the event that a material repair or parts replacement (other than normal wear and tear) is needed at the Pool Areas in connection with CITY’s use of the Pool Areas, DISTRICT shall so notify CITY at least thirty (30) days prior to DISTRICT undertaking any repair or part replacement and may, at
its election, deliver to CITY a separate invoice for CITY’s actual proportionate share of such material repair or replacement, at such time as the actual costs of such material repairs or replacements are known to DISTRICT. CITY shall, within ninety (90) business days of receipt of DISTRICT invoice: (i) pay all amounts invoiced by the DISTRICT; or (ii) if CITY objects to all or any portion of DISTRICT’s invoice, notify DISTRICT in writing as to any disputed amounts, identifying the specific reason and basis for the objection and pay the undisputed portion, if any, in accordance with Section 6(d). CITY’s failure to pay undisputed amounts within ninety (90) business days of CITY’s receipt of such invoice(s) gives DISTRICT the option in DISTRICT’s sole and absolute discretion to immediately terminate this Agreement (as well as any and all other rights and remedies available hereunder or under applicable law). CITY and DISTRICT shall exercise reasonable efforts to resolve issues related to any amounts disputed by CITY. If CITY and DISTRICT are unable to resolve the dispute within sixty (60) days of receipt of CITY’s written objection, the dispute shall be subject to the procedures set forth in Section 16.

4. FACILITY FEE

CITY shall pay DISTRICT, in accordance with Section 6, a lump sum amount (the “Facility Fee”) for the provision of services for pool maintenance, including, but not limited to, utilities, supplies, chemicals, General Maintenance and administrative fees, as defined below. The Facility Fee is subject to adjustment by DISTRICT annually and shall be charged based on the estimated use of the Pool Areas by CITY as calculated prior to the beginning of each Summer. The rates used to calculate the Facility Fee are described in Exhibit “C” attached hereto and hereby made a part hereof.

All Facility Fee payments shall be remitted to:

Los Angeles Unified School District
FSD-Leasing & Space Utilization
333 S. Beaudry Ave., 1st Floor
Los Angeles, CA 90017

Any adjustment to the Facility Fee by DISTRICT (a) shall be made in good faith based on DISTRICT’s customary practices for making such adjustments at the time any adjustment is made, and (b) shall be made in a manner similar to how DISTRICT makes such adjustments for parties similarly situated to CITY with respect to DISTRICT facilities and operations. If CITY objects to the amount of any annual adjustment of the Facility Fee by DISTRICT hereunder, CITY shall have the right to terminate this Agreement by written notice to DISTRICT delivered no later than thirty (30) days after CITY’s receipt of written notice from DISTRICT specifying such annual increase in the Facility Fee (but no such termination by CITY hereunder shall in any way limit any obligations or liabilities of CITY arising under this Agreement prior to the date of such termination).

5. MAINTENANCE

(a) General Maintenance. DISTRICT shall be solely responsible for performing the general maintenance of the Pool Areas arising from the reasonable use of the Pool
Areas in accordance with DISTRICT standards for a school facility. Although DISTRICT shall be responsible for performing the general maintenance of the Pool Areas, this shall not be construed to mean that DISTRICT shall do so at DISTRICT’S cost but, rather, the DISTRICT will charge the CITY based on the estimated rates in Exhibit “C” and on the CITY’s actual hours of use (as such fee is adjusted from time to time in accordance with this Agreement). Nothing contained in this Section 5 shall be deemed to nullify the parties’ obligation to visually inspect the Pool Areas after its respective Use Period and pickup and dispose of trash and debris. DISTRICT’s “General Maintenance” shall be limited to the following:

1. Provision of custodial/janitorial services through the School’s custodial staff as such services would normally be provided for the Pool Areas as if such improvements were solely used by the School; and

2. Perform maintenance activities for the Pool Areas (such as, but not limited to, maintenance of pool pumps) that normally occurs throughout the year in accordance with DISTRICT’s policies.

(b) Maintenance, Repair and/or Replacement. In addition to General Maintenance, DISTRICT and CITY agree to prorate the cost for performing the maintenance, repair and/or replacement work (“MRR Work”) arising from the reasonable use, and normal wear and tear of the Pool Areas in accordance with DISTRICT standards for a school facility. MRR Work shall mean maintenance other than General Maintenance and repair and replacement not caused by damage or destruction.

(i) If the need for any repair and/or maintenance arises from CITY use of the Pool Areas during CITY’s Use Period, the DISTRICT shall inform CITY of such requirements in writing. DISTRICT may undertake the MRR Work and require that CITY reimburse DISTRICT for the cost of such MRR Work within fifteen (15) days of CITY’s receipt of an invoice from DISTRICT (and the cost DISTRICT may charge CITY shall be the actual cost, including all applicable labor, material and administrative costs). Any amounts disputed by CITY shall be pursuant to the procedures set forth in Section 6(d).

6. PAYMENT OF FEES

(a) Recurring Payments. CITY shall pay to DISTRICT the Facility Fee (and any other payments that are fixed in amount as agreed to by the parties and occur on a regular basis, such as, but not limited to, rubbish removal) before or on the first (1st) day of each calendar month during the Term of this Agreement without monthly or recurring notice or invoice from DISTRICT (“Recurring Payments”). If CITY fails to either make a timely payment of such recurring payment or fails to dispute its liability for such recurring payment, as provided in Section 6(d) below, DISTRICT shall provide CITY with a notice of non-payment and CITY shall have ten (10) business days from the date of receipt of DISTRICT’s notice to make the required payment.

(b) Invoices. For any payment that is not a recurring payment as defined in Section 6(a) above, but is a charge arising under this Agreement, DISTRICT shall deliver to CITY an invoice detailing such charges and, unless specifically provided otherwise in another provision
in the Agreement, CITY shall pay the undisputed amounts of said charge by check or cash within thirty (30) days following the receipt of the invoice.

(c) **Timely Payment.** CITY shall pay all Recurring Payments as provided in Section 6(a) above. If CITY fails to pay any Recurring Payment and/or invoice when due or at the latest within the applicable cure period, the unpaid amounts shall bear interest at the lesser of: (i) the thirty (30) day Treasury Bill rate from time to time issued by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount was originally due to the date paid.

(d) **Disputes as to Payment.** If CITY disputes all or any part of a payment due under this Agreement, CITY shall pay the undisputed portion of the payment per the terms provided in this Agreement and CITY, at its cost and expense, shall deposit the disputed amount into an escrow account set up for this purpose with an escrow company authorized to do business in the State of California or otherwise mutually agreed upon between the parties. CITY shall provide DISTRICT with a letter or notice entitled "Payment Under Protest" stating that CITY plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to DISTRICT by the date that payment would have been due under this Agreement. Within thirty (30) days after the date when the disputed payment was due, CITY shall provide a further letter to DISTRICT specifying in detail why CITY is not required to pay all or part of such amount.

The disputed amount shall remain in escrow until the payment dispute is resolved by a final judgment from a court of competent jurisdiction or by agreement of CITY and DISTRICT. Any interest accrued on the escrowed funds shall accrue in favor of the CITY and shall be credited towards amounts ultimately payable by the CITY, if any. Any portion of the disputed amount that is awarded to DISTRICT shall bear interest at the Interest Rate; provided, that any interest accrued on the escrow funds, or portion thereof, that is awarded to DISTRICT shall be deducted from the amounts due to the DISTRICT.

(e) **Timely Charges.** The Parties agree that the statute of limitations to enforce any term of this Agreement, including without limitation collecting any amounts due and owing under this Agreement, shall be four (4) years from the date when said cause of action accrues.

7. **DAMAGE AND DESTRUCTION**

(a) **DISTRICT’s Use Period.** Any damage or destruction of the Pool Areas that occurs during DISTRICT’s Use Period, or is caused by the negligence or willful misconduct of DISTRICT, shall be repaired or replaced by DISTRICT, at its sole cost and expense (but only to the extent of insurance proceeds available pursuant to the insurance requirements of this Agreement), consistent with DISTRICT standards for a school facility. Solely as an example and not as a limitation to this Agreement, if a student damages a diving board during DISTRICT’s Use Period, DISTRICT shall bear all costs of repair and/or replacement of said diving board.
(b) CITY's Use Period. Any damage or destruction of the Pool Areas that occurs during CITY's Use Period, or any period of use granted to CITY by permission from DISTRICT including by Civic Center Permit, or is caused by the sole negligence or willful misconduct of CITY, shall be repaired or replaced by DISTRICT consistent with DISTRICT standards for a school facility and CITY shall reimburse DISTRICT for the actual cost and expense of such repair or replacement within sixty (60) days receipt of an invoice from DISTRICT, together with the documents supporting the reimbursement request. Solely as an example and not as a limitation to this Agreement, if a CITY participant damages the Pool Areas or vandalizes the Pool Areas with graffiti during CITY's Use Period, CITY shall bear all costs of repair and/or replacement of the applicable portion of said Pool Areas. CITY’s failure to pay within sixty (60) business days of CITY’s receipt of such invoice(s) gives DISTRICT the option in DISTRICT’s sole and absolute discretion to immediately terminate this Agreement (as well as any and all other rights and remedies available hereunder or under applicable law) after complying with Section 16 of this Agreement.

(c) No Use Period. Except as otherwise provided in this Agreement, any damage or destruction of the Pool Areas that occurs outside of CITY’s Use Period shall be repaired or replaced by DISTRICT consistent with DISTRICT standards for a school facility (but only to the extent of insurance proceeds available pursuant to the insurance requirements of this Agreement) and the cost of such shall be paid solely by DISTRICT.

8. HAZARDOUS MATERIALS

(a) Definitions. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or environmental evaluations of potential school sites or educational facilities, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Hazardous Substance Account Act, California Health and Safety Code § 25300, et seq., the Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq., the Medical Waste Management Act, California Health and Safety Code § 25015, et seq., and the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq., California Education Code § 17210, et seq., and California Code of Regulations, Title 5 § 14010, et seq. "Hazardous Materials" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes, but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching,
dumping or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, air, surface water or groundwater.

(b) CITY Covenants. CITY covenants that it shall not (i) transport, use, store, maintain, generate, manufacture, or handle, nor permit to be transported, used, stored, maintained, generated, manufactured, or handled, any Hazardous Materials over, beneath, in or upon the Pool Areas except in a manner consistent with the normal and customary construction and operation of typical CITY facilities and with all applicable Environmental Laws or (ii) cause, nor permit to be caused, the Release of any Hazardous Materials over, beneath, in or upon the Pool Areas except in a manner consistent with the normal and customary construction and operation of typical CITY facilities and with all applicable Environmental Laws. CITY shall not cause, nor permit, the maintenance of vehicles in any parking spaces in the Pool Areas, and CITY shall, during its use, not cause or permit the DISTRICT to be in violation of any applicable Environmental Laws. In the event CITY becomes aware of a Release of Hazardous Materials over, beneath, in or upon the Pool Areas occurs, during CITY’s Use Period, CITY shall immediately give written notice of such Release to DISTRICT.

(c) Hazardous Materials Claims. Each party shall immediately advise the other party in writing of: (i) any notices received by such party (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Environmental Laws occurring on or about the School; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws; (iii) any and all claims made or threatened by any third party against any party or the School relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (c)(i), (c)(ii) and (c)(iii) above are hereinafter referred to as “Hazardous Materials Claims”); and (iv) any party’s discovery of any occurrence or condition on any real property adjoining or in the vicinity of the School that could have a reasonable likelihood to cause the School or any part thereof to be subject to any Hazardous Materials Claims. DISTRICT shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

(d) Indemnity by CITY. CITY shall be solely responsible for, and shall indemnify, protect, defend (with counsel reasonably acceptable to DISTRICT) and hold harmless the DISTRICT Parties (as hereinafter defined in Section 15 hereof), together with all DISTRICT officers, directors, board members, employees, and agents, from and against, any and all claims, demands, lawsuits, losses, damages, obligations, liabilities, fines, penalties, actions, causes of action, charges, judgments, costs and/or expenses (including all reasonable attorneys’ fees and court costs) (collectively, “Losses”) of any nature whatsoever, directly arising out of or attributable to the CITY’s use, generation, storage, Release, threatened Release, discharge, disposal, transportation, maintenance, manufacturing, or handling of Hazardous Materials in, on, under or derived from the Pool Areas in violation of applicable law including, without limitation: (i) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property; (ii) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including reasonable fees of attorneys’ and experts, and costs of determining the existence of Hazardous Materials and reporting same to any
governmental agency; (iii) any and all other claims for expenses or obligations, including reasonable attorneys’ fees, costs, and other expenses; (iv) any and all penalties threatened, sought or imposed on account of a violation of any Environmental Law; and (v) all reasonable fees of any consultants, attorneys and engineering firms retained in connection with monitoring the Hazardous Materials; provided, however, that the foregoing indemnity shall not cover any Losses to the extent arising from the gross negligence or willful misconduct of DISTRICT or arising from any Hazardous Materials existing or present over, beneath, in or upon the Pool Areas during any time period preceding or following each CITY’s Use Period.

(e) Indemnity by DISTRICT. DISTRICT shall be solely responsible for, and shall indemnify, protect, defend and hold harmless the CITY Parties (as hereinafter defined in Section 15 hereof) from and against, any and all Losses of any nature whatsoever, directly arising out of or attributable to Hazardous Materials in, on, or under the DISTRICT Property in violation of applicable law including, without limitation: (i) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property; (ii) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys’ and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; (iii) any and all other claims for expenses or obligations, including reasonable attorneys’ fees, costs, and other expenses; (iv) any and all penalties threatened, sought or imposed on account of a violation of any Environmental Law; and (v) all reasonable fees of any consultants, attorneys and engineering firms retained in connection with monitoring the Hazardous Materials; provided, however, that the foregoing indemnity shall not cover any Losses to the extent arising from (a) Hazardous Materials migrating through the DISTRICT Property from an off-site source, (b) Hazardous Materials attributable to the sole acts of the CITY Parties, or (c) the gross negligence or willful misconduct of the CITY Parties.

(f) Removal of Hazardous Materials. Subject to DISTRICT’s indemnification obligations as provided in Section 8(e) of this Agreement, CITY, at its sole cost and expense, shall promptly, with due care, in a safe manner and in accordance with all applicable laws, detain the spread of, ameliorate and remove from the Pool Areas or migrating from the Pool Areas any Hazardous Materials contamination located in, on or beneath the Pool Areas in violation of applicable law and shall monitor or cause to be monitored the levels of Hazardous Materials in, on, under or derived from the Pool Areas or in the ground water in accordance with the terms and procedures required by any federal, state or local governmental agency having jurisdiction including, without limitation, any Regional Water Quality Control Board, the DTSC and the Environmental Protection Agency. Such clean-up and removal work shall be subject to DISTRICT’s prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by DISTRICT. If CITY shall fail to comply with the provisions of this Section 8(f) within thirty (30) days after written notice by DISTRICT, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, DISTRICT may (but shall not be obligated to) arrange for such compliance directly or as CITY’s agent through contractors or other parties selected by DISTRICT, at CITY’s expense (without limiting DISTRICT’s other remedies under this Agreement or applicable law), and DISTRICT shall have access to the Pool Areas in connection therewith.
9. UTILITIES

CITY acknowledges that there are no separate meters currently installed for utilities related to water or sewer usage for any of the Pool Areas, or for electricity for the Restrooms or parking lot which CITY may use hereunder, and therefore CITY agrees to pay for said utilities for the Pool Areas described in this sentence as included in Exhibit "C".

10. CALIFORNIA CODE

The provisions of this Agreement constitute an express agreement between DISTRICT and CITY with respect to any and all damage to, or destruction of, all or any part of the Pool Areas, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the Pool Areas.

11. POOL COMMITTEE/CITY AUTHORITY

DISTRICT and CITY shall form a collaborative working committee (the "Pool Committee"), to discuss programming for the Pool Areas, agree upon the scheduling of the Pool Areas, and review the adequacy of the operational and maintenance responsibilities of each party. The Pool Committee shall, at a minimum, be comprised of at least two (2) representatives of the School (one of whom may, but is not required to, be the principal of the School), and at least two (2) representatives of CITY; none of such committee members shall have any conflicts of interest or be active with any competing entity. Each member of the Pool Committee shall be a "Representative." If the parties do not otherwise designate their respective Representatives prior to June 1, 2019, each party shall provide the other with an executed statement designating its Representatives at least three (3) business days prior to the first meeting of the Pool Committee. DISTRICT and CITY reserve their rights to designate successor Representatives, in their sole and absolute discretion, by written notice to the other, at any time during the Term of this Agreement. Each Representative shall devote such time to the Pool Committee as is reasonably necessary to conduct the business of the Pool Committee and to carry out their duties hereunder. The Pool Committee shall meet at least once every six (6) months during the Term of this Agreement, and shall review the School calendar together with past and proposed activity schedules with respect to the Pool Areas with the goal of making such adjustments to scheduling or responsibilities as the Pool Committee may deem reasonably necessary. In the event that the Pool Committee cannot agree, the Pool Committee shall report the specific issue to DISTRICT’s Director of Leasing and Space Utilization and to the City Manager of CITY for further discussion and resolution. Except for the foregoing, the City Manager of CITY (or his or her duly authorized designee(s)) shall be the sole representative of CITY authorized to act for CITY in connection with this Agreement.

12. NO RIGHTS TO SCHOOL

Notwithstanding any reference in this Agreement to the School and/or the School’s underlying real property, nothing in this Agreement is intended to give CITY any rights to use any
other facilities and real property of the School, which are not identified as part of the Pool Areas as described on Exhibit B.

13. **NO TRANSFER**

Neither party shall have the right to assign, sublease, license or otherwise transfer any or all of its interests in or obligations under this Agreement to any third party except as follows:

(a) **DISTRICT.** DISTRICT shall be permitted to allow the students and user groups of the School to use the Pool Areas during any DISTRICT’s Use Period and for the purposes DISTRICT is permitted to use the same under this Agreement. DISTRICT shall be permitted to grant License Agreements, pursuant to California Education Code, for the use of the Pool Areas during DISTRICT’s Use Period on terms and conditions consistent with this Agreement. The organizations to which DISTRICT solely grants a permit to use the Pool Areas shall be collectively referred to herein as the “DISTRICT Permittees” and permits that may be issued hereunder by DISTRICT to DISTRICT Permittees are referred to herein as the “DISTRICT Permits.” DISTRICT shall indemnify and hold harmless CITY as required in Section 15 of this Agreement. No DISTRICT Permittee shall be considered a third-party beneficiary of this Agreement. Nothing in this Agreement shall prohibit CITY from applying for a License Agreement to use the Pool Areas, the School or any other DISTRICT facility available for use subject to California Education Code.

(b) **CITY.** CITY shall be required to transfer any unused portion of hours during the CITY’s Use Period to DISTRICT for purposes of granting License Agreements pursuant to California Education Code.

14. **INSURANCE**

On an annual basis, and prior to the commencement of CITY’s Use Period, CITY shall provide and keep in force insurance that meets the standards per Exhibit “D” attached hereto and incorporated herein. Such insurance to remain in full force and effect until the CITY’s Use Period has ended.

15. **INDEMNIFICATIONS**

(a) **CITY’s Indemnification.** CITY shall indemnify, defend, protect and hold harmless DISTRICT and its board of education, officers, agents, employees and independent contractors (collectively, the “District Parties”) from and against any and all loss, cost, damage, expense, claims and liability (including damage and destruction to the Pool Areas), including, court costs and reasonable attorneys’ fees (collectively “Claims”), to the extent incurred in connection with or arising out of CITY’s use, during CITY’s Use Period and any other period of use granted to CITY by written permission from DISTRICT. Notwithstanding the contrary, the terms of the foregoing indemnity shall not apply to any claims resulting from the sole negligence or willful misconduct of DISTRICT, DISTRICT Permittees or DISTRICT Parties.
(b) DISTRICT’s Indemnification. DISTRICT shall indemnify, defend, protect and hold harmless CITY and its board of directors, staff, regional commissioners, officers, agents, employees, volunteers and independent contractors (collectively, the “CITY Parties”) from and against any and all Claims incurred in connection with or arising out of DISTRICT’s, DISTRICT Parties’ or DISTRICT Permittee’s use, during DISTRICT’s Use Period, and any period of use granted to DISTRICT by written permission from CITY. Notwithstanding the foregoing to the contrary, the terms of the foregoing indemnity shall not apply to any claims resulting from the sole negligence or willful misconduct of CITY or the CITY Parties.

(c) In the event that third-party loss is attributable to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction. The provisions of California Civil Code 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

(d) Notwithstanding anything herein to the contrary, in no event shall the parties be liable to each other for any consequential damages sustained by the other party.

The provisions of this Section 15 shall survive the expiration or sooner termination of this Agreement with respect to any Claims occurring prior to such expiration or termination.

16. DEFAULTS; DISPUTE RESOLUTION

Any failure by either party hereto to observe and perform any provision of this Agreement to be observed or performed by that party within fifteen (15) days after written notice thereof has been provided to the non-observing party by the other party, or if performance is not possible within said period, any failure of the non-observing party to perform such performance within said period and to diligently prosecute such performance to completion, shall constitute a default and breach of this Agreement by the non-observing party ("Default"). The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this Agreement. The parties agree to attempt to identify and discuss in advance in good faith any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face or immediate telephonic discussion of the matter within ten (10) business days of the initial request. In the event of any Default by either party under this Agreement, the non-observing party shall be liable to the other party for monetary damages incurred by said party in connection with said Default. Further, the party not in Default may terminate this Agreement, and pursue any and all other rights and remedies available hereunder or under applicable law. The parties agree that before either party may commence an action against the other party, they will consider the use of alternate forms of dispute resolution. Both parties shall take reasonable steps to mitigate any damages that may accrue. This Section 16 shall expressly survive the expiration or earlier termination of this Agreement.

17. NOTICES

Any executed copies of this Agreement and all related documents may be executed and delivered by mail or facsimile transmission. The recipient of said transmission shall consider such
delivery to constitute delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile transmission shall be true and correct copy of the original document. All parties hereby agree that, when delivery of a document is affected by a facsimile transmission, the transmitting party’s signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

**DISTRICT:**

Los Angeles Unified School District  
333 So. Beaudry Ave., 23rd Floor  
Los Angeles, California 90017  
Attn: Director of Non-Academic Facilities Planning  
Phone: (213) 241-6785  
Fax: (213) 241-6784

With a copy to: Office of General Counsel, Facilities Services Team  
Los Angeles Unified School District  
333 South Beaudry Avenue, 23rd Floor  
Los Angeles, California 90017  
Attn: Facilities Team Leader  
Phone: (213) 241-4708  
Fax: (213) 241-8386

**CITY:**  

CITY OF BELL  
6330 Pine Avenue  
Bell, California 90201  
Attn: Allan Perdomo, Community Services Director  
Phone: (323) 773-1596

With a copy to: Aleshire & Wynder, LLP  
18881 Von Karman Ave, Suite 1700  
Irvine, California 92612  
Attn: Dave Aleshire, City Attorney  
Phone: (949) 223-1170

Any party may change its address for notices by providing notice of such address change in accordance with this Section 17.

18. ENTIRE AGREEMENT

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties hereto with
respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement, the exhibits and schedules attached hereto, and any side letter or separate agreement executed by DISTRICT and CITY in connection with this Agreement and dated of even date herewith, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the use and occupancy of the Pool Areas, and shall be considered to be the only agreement between the parties hereto and their representatives and agents with respect to such subject matter, and none of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed and duly delivered by all the parties hereto.

19. COUNTERPARTS

This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

20. DELAYS

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the party whose performance is delayed. If any delay is caused by such occurrences beyond the control of the party whose performance is delayed, the delayed party shall have the right to extend the time for performance of any act delayed thereby by the amount of time for which such performance was so delayed, provided that the delayed party provided written notice of the delay and a reasonable description thereof to the other party no later fifteen (15) days after the delay commenced.

21. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be deemed by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. WARRANTIES

(a) DISTRICT's Warranties: As an inducement to CITY to enter into this agreement, DISTRICT represents, warrants and covenants as follows:

(i) that it is a duly organized and existing school DISTRICT under the laws of the State of California;
(ii) that it has the power and authority to carry on its function as a school DISTRICT, to enter this Agreement (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

(iii) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, that this Agreement is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) CITY’s Warranties: As an inducement to DISTRICT to enter into this Agreement, the CITY represents, warrants and covenants as follows:

(i) that it is a body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of California;

(ii) that it has the power and authority to enter into this Agreement, and to consummate the transaction herein contemplated;

(iii) that all actions to be taken by or on behalf of CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(iv) that this Agreement is a valid and binding obligation of CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

23. MISCELLANEOUS; ATTORNEYS’ FEES

(a) This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between DISTRICT and CITY or to impose any partnership obligation or liability upon them. Neither party to this Agreement shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.

(b) Titles to Sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
(c) This Agreement shall be governed by the laws of the State of California without reference to its conflicts of laws provisions.

(d) In the event any party hereto should commence an action against any other party hereto to enforce any obligation set forth herein, the non-prevailing party or parties (as determined by the court or arbitrator, if applicable) shall pay to the prevailing party its cost of litigation including reasonable attorneys' and consultants' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

(e) The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed and delivered by both of the parties hereto prior to its becoming effective.

(f) Any party may waive the satisfaction or performance of any conditions or agreements in this Agreement which have been inserted for its benefit, so long as the waiver is signed by an authorized signatory of such party, specifies expressly the waived condition or agreement and is delivered to the other parties hereto. No such waiver of any provision hereof in one instance shall be deemed a waiver of any other provision hereof or a waiver of the same provision in any other instance. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow up among the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of one of the parties to insist upon the performance by any other party in strict accordance with said terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth with their respective signatures, and this Agreement shall be effective as of the last date set forth below.

THE CITY OF BELL, a public body corporate and politic

By: [Signature]
Name: Ana Maria Quintana
Title: Vice-Mayor
Date: 3/12/19

LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly formed and existing under the laws of the State of California

By: [Signature]
Name: Aaron C. Bridgewater
Title: Director, Facilities Planning & Design
Date: 3/13/19

APPROVED AS TO FORM

DAVID ALESHIRE, City Attorney
Dated: March 13, 2019
By: [Signature]
City Attorney

ATTESTED:

ANGELA BUSTAMANTE, City Clerk
Dated: March 12, 2019
By: [Signature]
EXHIBIT “A”

Site Plan - Campus
(See attached)
EXHIBIT “B”

Site Plan - Pool Areas
(See attached)
## EXHIBIT “C”

**Facility Fee**

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EXHIBIT “D”

Insurance
(See attached)
SWIMMING POOL ADDENDUM

DISTRICT and Licensee agree that this Addendum shall be made a part of and incorporated into that certain License Agreement (the "Agreement") executed concurrently herewith. The term "Agreement" shall include this Addendum.

1. Conditions:

   (a) DISTRICT shall maintain the License Area in accordance with its school standards. Licensee shall reimburse DISTRICT for the reasonable and proportional cost to clean the License Area following Licensee’s use of the License Area. Licensee acknowledges and agrees that Licensee shall incur and pay additional cleaning costs in the event there is any defecation, vomiting or other sanitation issues which occur in the swimming pool during Licensee’s period of use that necessitates the draining and/or additional cleaning for sanitation purposes of the swimming pool ("sanitation event"). Licensee shall notify DISTRICT immediately of any sanitation event during Licensee’s period of use so that DISTRICT may evaluate the situation and schedule the cleaning of the swimming pool, if necessary. Licensee understands that if a sanitation event occurs, the swimming pool shall not be usable during the cleaning and sanitation work and DISTRICT shall not be liable to provide additional time to Licensee’s use period; provided, further that the License Fee shall not be abated unless said work to clean the swimming pool results from the negligence or willful act of DISTRICT. Licensee shall pay to DISTRICT the reasonable cost of any cleaning and sanitation work within fifteen (15) days of its receipt of DISTRICT’s invoice.

   (b) Licensee, at its sole cost and expense, shall provide staff or personnel necessary for the safe use and control of the License Area and Licensee’s staff shall include at least one (1) person certified in water safety and rescue, and life saving techniques. For purposes of this agreement, if Licensee hires DISTRICT’s water safety person(s), Licensee agrees that Licensee shall be solely responsible to pay said person(s) salary and/or other compensation and Licensee shall bear all liability for the acts or failures to act by said person(s) during Licensee’s use of the License Area.

2. Insurance:

Notwithstanding any provision in the Agreement, Licensee, at its sole cost and expense, shall acquire and keep in full force during the term of the Agreement, any and all insurance coverage that may be required by DISTRICT. Such insurance coverage must meet the following DISTRICT requirements:

   (a) Commercial General Liability Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than Three Million U.S. Dollars ($3,000,000.00) per occurrence and Three Million U.S. Dollars ($3,000,000.00) in the aggregate.

   (b) Business Automobile Liability. Insurance to provide defense and indemnity coverage to the insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars ($1,000,000.00) per occurrence.

   (c) Workers’ Compensation Insurance as required by the Labor Code of the State of California, and Employers’ Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident.
Insurer's Rating; Additional Insureds: All insurance required shall be issued by an authorized insurer with an A. M. Best rating of no less than A-, VII or which is otherwise acceptable to DISTRICT and licensed to do business in the State of California.

DISTRICT and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and non-contributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide said insurance to DISTRICT for DISTRICT's review and acceptance. Licensee shall cause the insurers to notify DISTRICT in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Policies must name the following additional Insureds, and the Certificate Holder portion of the insurance certificate must state exactly as follows to be considered valid by DISTRICT.

Los Angeles Unified School District and Its Board Members
Leasing & Space Utilization
333 South Beaudry Avenue, 23rd
Floor Los Angeles, CA 90017

A certificate of insurance or other acceptable evidence showing the above coverages shall be submitted to DISTRICT for review and acceptance five (5) business days prior to the first day of use.

3. Waiver; Indemnity:

(a) DISTRICT shall not be liable for and Licensee hereby waives all claims against DISTRICT for damage to any property or injury, illness or death of any person in, upon or about the License Area arising at any time and from any cause whatsoever, and DISTRICT shall not be liable for and Licensee hereby waives all claims against DISTRICT arising in any way due to, in connection with or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees or contractors. DISTRICT and Licensee hereby agree and acknowledge that the relationship between DISTRICT and Licensee is solely a DISTRICT/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using and operating from the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of DISTRICT or as part of DISTRICT's operations as a school district.

Licensee's Initials to Section 3(a) ____________

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend and protect DISTRICT, its affiliates, successors and assigns and its officers, directors, shareholders, Board of Education members, other members, partners, agents and employees (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee of the License Area, or (ii) in connection with the operations by Licensee at the License Area, including, without limiting the generality of the foregoing: (A) any default by Licensee in the observance or performance of any of the terms, covenants or conditions of this agreement on Licensee's part to be observed or performed; (B) the use or occupancy of the
License Area by Licensee or any person claiming by, through or under Licensee or Licensee's employees, agents, contractors, Licensees, directors, officers, partners, trustees, visitors or invitees or any such person in, or on about the License Area either prior to, during, or after the expiration of the term of this agreement (singularly, "Liability"; collectively, "Liabilities"); and (C) any claim by a third party that DISTRICT is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this agreement. The provisions of this Section 3(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of DISTRICT's obligations under this agreement.

Licensee shall, upon request by any Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

1. Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal by the Indemnified Party of a request that Licensee defend such Liability;

2. Such defense shall be conducted by reputable attorneys retained by Licensee selected from an approved list provided by DISTRICT and with the prior written approval of all the Indemnified Parties against whom such Liability has been asserted or threatened, all at Licensee's sole cost and expense. In the event the interests of Licensee and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Licensee shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

3. If Licensee fails to deliver the Notice or fails to choose counsel from DISTRICT's approved list and reasonably satisfactory to such Indemnified Party, Licensee shall conclusively be bound by and be liable for all Liability suffered or incurred by such Indemnified Party, including, without limitation, the amount of any judgment, settlement, compromise, fine or penalty and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

4. Licensee agrees promptly to notify the Indemnified Parties of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Licensee, or any of the directors, officers, agents or employees of Licensee, in connection with the matters covered hereby.

Licensee's Initials to Section 3(b) ____________________

Notwithstanding anything to the contrary set forth in this Section 3, DISTRICT shall remain liable for any and all losses, costs, damages, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by DISTRICT of the License Area, or (ii) in connection with the operations by DISTRICT at the License Area, including, without limiting the generality of the foregoing: (a) any default by DISTRICT in the observance or performance of any of the terms, covenants or conditions of this agreement on DISTRICT's part to be observed or performed and (b) the use or occupancy of the License Area by DISTRICT or any person claiming by, through or under DISTRICT or DISTRICT's employees, agents, contractors, directors, officers, partners, trustees, visitors or invitees or any such person in, on or about the License Area either
prior to, during, or after the expiration of the term of this agreement.

The provisions of this Section 3 shall survive the expiration or earlier termination of this agreement.


If applicable, Licensee, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies. Licensee agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and DISTRICT may terminate the Agreement immediately upon notice to Licensee. If DISTRICT terminates the Agreement pursuant to this section, Licensee agrees that DISTRICT shall not be liable for any costs or expenses incurred by Licensee arising from the Agreement.

In the event of any conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date set forth adjacent to their respective signatures.

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LICENSEE: