

AMENDED AND RESTATED  
JOINT USE AGREEMENT  
for  
Use of Properties, Facilities, and Assets

This Amended and Restated Joint Use Agreement (the "Agreement") is entered into this 1st day of July, 2012 (the "Effective Date") by and between the City of Culver City, a Charter City (the "City") and the Culver City Unified School District, a political subdivision of the State of California (the "District").

The parties hereto do agree as follows:

Section 1. Approval.

- A. This Agreement is approved by the City Council of the City in its capacity as the Legislative Body for the City at a duly noticed public meeting held on the 11<sup>th</sup> day of June, 2012 and executed by its City Manager. The City Manager of the City (the "City Manager"), or his/her designee, is authorized to administer the terms of this Agreement on behalf of the City, except as specifically provided for otherwise in this Agreement.
- B. This Agreement is approved by the Board of Education of the Culver City Unified School District in its capacity as the Legislative Body for the District at a duly noticed public meeting held on the 26th day of June 2012 and executed by its District Superintendent. The District Superintendent of the District (the "Superintendent"), or his/her designee, is authorized to administer the terms of this Agreement on behalf of the District, except as specifically provided for otherwise in this Agreement.
- C. This Agreement shall be for a period of five (5) years and shall automatically be extended for additional five (5) year periods unless terminated sooner as provided for in Section XIV herein.

Section II. Legal Authority.

- A. Pursuant to Government Code Section 6500, et seq., a municipal corporation may enter into an agreement with another governmental entity to provide public services.
- B. Pursuant to Education Code Section 17051, a school district may enter into an agreement with another governmental entity that includes some or all of the territory of the district for the purpose of the joint use of park and recreation facilities.

### Section III. Purpose for Agreement.

- A. The City and the District have made the determination that it is advantageous to both the City and the District to share properties, classrooms, facilities and assets (the "facilities") to provide recreational activities and programs for residents of the City and District. It is the purpose of this Agreement to set forth the framework by which the City and the District will determine:
1. Which facilities may be jointly used;
  2. The coordination of programs among the facilities;
  3. The sharing of costs and charges to be levied; and
  4. The identification of the responsibilities of each entity in the administration of this Agreement.

### Section IV. Administration of Agreement.

- A. The City Manager and the Superintendent shall administer the terms of this Agreement on behalf of the City and District, respectively. Each shall have the authority to administer the following matters pertaining to the sharing of facilities on behalf of their respective agency, as determined by this Agreement:
1. Programs and activities offered and the scheduling of same;
  2. Rules of conduct at the facilities that are not in conflict with related laws or policies;
  3. Procedures to establish the sharing of cost for personnel, operating and capital expenditures of jointly used facilities;
  4. Scheduling of improvements, provided those improvements are included in the City's or District's normal procedures for capital improvement projects;
  5. Determination of priorities for use of the facilities; and
  6. Such other administrative matters as may arise to effectuate the intent of this Agreement.
- B. The City Manager and Superintendent, or their respective designees, shall meet as necessary to discuss and resolve issues that may arise from the administration of this Agreement.
- C. When appropriate, proposed amendments to this Agreement may be presented for consideration and action by the City Council and the District Board, with prior review by the City Council/District Board Liaison Committee if deemed necessary. No amendment shall be effective until approved by both the City Council and the District Board at public meetings.

### Section V. Facilities Included.

- A. The City and the District shall make available and subject to the requirements of this Agreement those facilities that may be used for mutually acceptable activities including, but not limited to, recreational, community event, and before-school and after-school related purposes. The facilities are more specifically described in

Exhibit A attached to and made a part of this Agreement. The City Manager and Superintendent are hereby specifically empowered with mutual consent to add new facilities to Exhibit A or to remove facilities from Exhibit A without the specific approval of the legislative bodies. Neither party shall unduly deny the addition or removal of a facility belonging to the other party.

- B. The facilities described in Exhibit A shall remain under the ownership of the entity that owned it at the time of execution of this Agreement. This Agreement shall not, in any manner, modify the existing Fee Title or any existing easements on any parcels listed in Exhibit A hereto. Each owning party may decide, in its own best interest, to sell or otherwise modify the facilities in some manner. It shall notify the other party no less than ninety (90) days before an intended sale of or modification to Facilities that would affect this Agreement.
- C. It is the intent of this Agreement that all facilities under the ownership of the City and the District that are available for the use of the general public shall be included within the scope of this Agreement, whether specifically contained in Exhibit A hereto or not. The City Manager and Superintendent are hereby specifically empowered with mutual consent to add new facilities to Exhibit A or to remove facilities from Exhibit A without the specific approval of the legislative bodies. Neither party shall unduly deny the addition or removal of a facility belonging to the other party.

#### Section VI. Use and Scheduling.

A. Both the City and the District shall make the facilities, indicated in Exhibit A hereto, available to the other party for permitted activities and programs on dates and times mutually agreed to and as provided for herein.

- 1. Use and Scheduling of City Facilities.
  - a. The City shall have full and exclusive use of all City facilities during regular operating hours and special City scheduled, sponsored or co-sponsored events.
  - b. The District may have the right to use City facilities after issuance of a permit by the City, when facilities are not required or scheduled for City or City-related use, provided that right has been obtained in accordance with the procedures of this Agreement.
  - c. The District may submit to the City a written request for facility use permits for all scheduled programs and use at least three (3) times each year prior to April 1, August 1, and December 1. The City shall have thirty (30) days to respond to the request(s). The City shall not unreasonably withhold approval of such requests provided all guidelines established herein are met.
  - d. Permits for additional programs or activities not contained in one of the written requests pursuant to subsection (1)(c) above, may be requested by the District as needed and may be granted by the City

based on availability. The District shall be given no special status for such ad hoc requests.

- e. Once the City has issued a permit to the District for any facility use, except the Veteran's Memorial Building ("VMB"), the District shall provide City with at least a forty-eight (48) hour written notification of either cancellation or of significant changes in scheduled hours or activity at the permitted facility.
- f. Once the City has issued a permit to the District for use of the VMB, the District shall provide City with at least thirty (30) days written notification of significant change to, or intent to cancel the permit for use of the VMB. If less than thirty days' notice is given by the District, the VMB shall be considered to have been used as provided in Section VII (A)(3)(a).

## 2. Use and Scheduling of District Facilities.

- a. The District shall have full and exclusive use of all District facilities during regular school hours, regularly scheduled school programs and activities, and special District scheduled, sponsored, or co-sponsored events.
- b. The City may have the right to use District facilities after issuance of a permit by the District when the facilities are not required or scheduled for District or District-related use, provided that right has been obtained in accordance with the procedures of this Agreement.
- c. The City shall submit to the District a written request for facility use permits for all scheduled programs and use at least three (3) times each prior to April 1, August 1 and December 1. The District shall have thirty (30) days to respond to the request(s). The District shall not unreasonably withhold approval of such requests provided all guidelines established herein are met.
- d. Permits for additional programs or activities not contained in one of the written requests pursuant to subsection (c) above may be requested by the City as needed and may be granted by the District based on availability. The City shall be given no special status for such ad hoc requests.
- e. Once the District has issued a permit to the City for any facility use, except the Robert Frost Auditorium ("RFA"), the City shall provide District with at least a forty-eight (48) hour written notification of either cancellation or of significant changes in scheduled hours or activity at the permitted facility.
- f. Once the District has issued a permit to the City for use of the RFA, the City shall provide District with at least thirty (30) days written notification of significant changes to, or intent to cancel the permit for use of the RFA. If less than thirty days' notice is given by the City, the RFA shall be considered to have been used as provided in Section VII (A) (3)(b).

- A. Both the City and District shall retain the right to cancel a use permit already granted to the other party due to its own unforeseen scheduling and when no other facilities of the City or District are available or appropriate. With the

exception of the VMB and the RFA, notice of cancellation shall be provided in writing to the other party not less than forty-eight (48) hours prior to the permitted event. The party issuing the cancellation shall make all practical efforts to assist the cancelled party in identifying an alternative location for the cancelled event.

- B. Both the City and District agree that absent an existing written agreement with a third party, the City shall grant the District and the District shall grant the City priority consideration for use of its facilities.

#### Section VII. Fees.

Both parties acknowledge that the facilities covered under this Agreement are generally for the use and enjoyment of the mutual constituents of the City and the District.

In keeping with this acknowledgement and the general purposes stated in Section II hereof, the parties hereto generally seek to minimize the circumstances under which the Parties charge each other for the use of the facilities covered under this Agreement. The Parties acknowledge in certain limited instances, such charge to the other party may be warranted. Further, the Parties acknowledge that each party hereto may collect a fee on behalf of the other party from users of such party's facilities for purposes of defraying all or a part of the costs of the owning party related to the usage thereof by the user.

- A. The City and District staff shall meet at least annually, and more often if requested by the City Manager or District Superintendent, to negotiate fees to be charged to the other party or to users for use of the Facilities covered by this Agreement. City and District agree to the following goal and principle regarding fees: Once both parties adopt fees, they will not be changed for that current fiscal year. However, unforeseen circumstances, emergencies, and new activities or programs may generate the need for a change. Any agreement as to fees charged for facilities, except as provided for in subsection (A)(3) herein, shall be approved by the City Council and the District Board.
  - 1. Fees for City Facilities. The City shall establish the fees to be charged for the use of its facilities by the District. The fees shall cover no more than the reasonable costs incurred by the City to maintain and staff the facility during the period of use by the District, subject to shared costs as provided for in Section VIII and Section IX herein. In consideration of the intent of this Agreement, the City Council may, in its discretion, establish fees for the District which are different from those fees charged to the general public, or to other private, public or non-profit entities.
  - 2. Fees for District Facilities. The District shall establish the fees to be charged for the use of its facilities by the City. The fees shall cover no more than the reasonable costs incurred by the District to maintain and staff the facility during the period of use by the City, subject to shared costs as provided for in Section VIII and Section IX herein. In consideration of the intent of this Agreement, the

District Board may, in its discretion, establish fees for the City, which are different from those fees charged to the general public, or to other private, public or non-profit entities.

3. Notwithstanding other provisions of this Agreement, the City and District further agree as follows:
  - a. The City shall make available to the District the VMB facility for five (5) District designated events during any given calendar year at no cost to the District. Both parties shall mutually agree to the dates and times for said events. The City prefers that the District notify the City of all five (5) dates at least sixty (60) days prior to the date of the event.
  - b. The District shall make available to the City the RFA facility for five (5) events during any given calendar year at no cost to the City. The dates and times for said events shall be mutually agreed to by both parties. The District prefers that the City notify the District of all five (5) dates at least sixty (60) days prior to the date of the event.
  - c. The District shall make available at no charge to the City the high school gymnasium for recreational programs outside the "regular school day". The City shall have priority rights to use of the gymnasium over other organizations and groups. Both parties shall mutually agree to the dates and times for said events.
  - d. The City shall make available at no charge to the District the Municipal Plunge for school, programs during the "regular school day". The District shall have priority rights to use of the pool over other organizations and groups. Both parties shall mutually agree to the dates and times for said events.
  - e. The City and District acknowledge the competing goals of maintaining affordable user fees and the difficult financial times currently being experienced by both the City and the District. To help defray a part of the cost incurred by the District as a result of the recreational use of the High School Gymnasium and facilities at Linwood Howe, Blanco, and Culver City Middle School, the District hereby adopts a \$5 per player fee for use of the High School Gymnasium and \$3 per participant per week fee for the after school programs. In future fiscal years, these fees and others that may be deemed appropriate shall become part of the fee adoption process outlined in Subsection A hereof. Such fees shall be collected by the City on behalf of the District and remitted to the District on a periodic basis as agreed upon by the City Manager and District Superintendent.

#### Section VIII. Staffing/Employment.

##### A. Staffing of Each Party's Own Programs and Facilities.

1. The City shall be responsible for all staffing required for the operation of programs and activities under the direction of the City, including all program

providers, supervisors and maintenance workers, except as provided for in this Agreement. The City shall have full discretion to use City employees or contract service providers, both to staff its programs and to fulfill any obligations of this Agreement.

2. The District shall be responsible for all staffing required for the operation of programs and activities under the direction of the District, including all program providers', supervisors and maintenance workers, except as provided for in this Agreement. The District shall have full discretion to use District employees or contract service providers, both to staff its programs and to fulfill any obligations of this Agreement.

#### B. Staffing of Programs at Other Party's Facilities

1. For any City-sponsored event or program in a District facility, the City shall be responsible for employing and managing staff, including security personnel pursuant to Section VIII (D) herein, necessary to direct the activity and supervise the participants thereof. Said staff shall be compensated by the City.
2. For any District-sponsored event or program in a City facility, the District shall be responsible for employing and managing staff, including security personnel pursuant to Section VIII (D) herein necessary to direct the activity and supervise the participants thereof. Said staff shall be compensated by the District.
3. The City and the District may decide that it is in the best interest of both parties to use the other party's employees or contractors to direct and/or supervise events or programs that are available to the general public or to perform other responsibilities found in this Agreement. The parties shall mutually agree to the means and amount of compensation for said individual(s). However, for no single activity or program shall an individual be simultaneously deemed to be employed by nor compensated by both the City and the District.

#### C. Shared Employment and Contractors

1. The City or the District may employ individuals, partnerships, corporation; or other legitimate entities as independent contractors to provide any programs or services or perform any required responsibilities pursuant to this Agreement.
2. Nothing herein shall prevent the City and the District from sharing costs for the employment of individuals to provide services that benefit both parties hereto. Said individual(s) shall be considered an employee of either the City or the District, or under contract to either the City or the District, but not both.
3. Ongoing shared cost for personnel or operating expense agreements shall be discussed each year to determine whether to retain, modify, or cancel any such agreement. Said discussions shall be formally completed prior to March 1

of each year. If the parties do not reach an agreement on the shared cost, then neither party shall continue to be obligated for its cost past the then current fiscal year.

- D. The City and the District shall each be responsible for providing security at its own events, and the cost for said security may be recovered from the fees established in Section VII hereof. For major events, as determined by the Police Department for City facilities and by the business office for District facilities, each party may require the other party to retain additional security forces at its own expense. For events at the City facilities where the consumption of alcohol is permitted and proposed, additional security forces may be required by the City at the users' own expense.
- E. Employee Review
1. New employees of the City and the District shall be subject to criminal background review as provided for by State law. The City shall establish a program for submittal of fingerprints for California Department of Justice and FBI clearances for use by the City and the District.
  2. The City and District shall cooperate and share information, as permitted by law, to qualify and expedite the hiring of employees that may be employed by either or both the City and the District.

#### Section IX. Maintenance and Operation of Facilities.

- A. The City shall be responsible for the maintenance and operation of facilities under its ownership, including any financial obligations associated therewith. The City shall maintain its facilities in good and safe conditions. If any facility needs to be closed for maintenance or other purposes, then the City shall notify District of the closure and estimated time the facility will not be available for use.- The City shall use its best efforts to provide early notification and to arrange for alternative facilities if available. Schedules and fees shall be adjusted as deemed appropriate by both parties, in recognition of facility closures.
- B. The District shall be responsible for the maintenance and operation of facilities under its ownership, including any financial obligations associated therewith. District shall maintain its facilities in good and safe conditions. If any facility needs to be closed -for maintenance or other purposes, then the District shall notify City of the closure and estimated time the facility will not be available for use. The District shall use its best efforts to provide early notification and to arrange for alternative facilities if available. Schedules and fees shall be adjusted as deemed appropriate by both parties, in recognition of facility closures.
- C. Nothing herein shall prohibit the parties from sharing costs for the maintenance and operation of facilities or from contracting with the other party for maintenance or operation services. The City Manager and District Superintendent shall be authorized to execute agreements for such cost sharing or contracting services if



costs are within the City's and/or the District's authorized budgets and approval authority.

- D. Each party hereto shall be responsible for providing individuals authorized and responsible to lock and secure facilities owned by that party following each activity and use, regardless if the use was for that party's programs or the other party's program.
- E. The parties agree that should either of the parties cause damage which results in maintenance costs out of the ordinary or damage to any property, equipment, fixture, or if any item of value is vandalized and such vandalism is attributable to their respective use of the facilities maintained by the other party, the party responsible for these additional maintenance costs or vandalism shall be responsible for these additional maintenance costs and/or any costs to repair such vandalism.

#### Section X. Rules of Conduct.

- A. The City and the District shall develop common "rules of conduct" for users of facilities covered under this Agreement, which rules shall be consistent with any existing Federal, State, District or City rules. The rules shall, among other things, serve the purpose of providing clarity to both program users and providers at facilities owned by either the City or the District, thereby ensuring better compliance and more effective enforcement of such rules. The enforcement agents of each party to this Agreement shall enforce the rules of conduct equally, regardless of which party is utilizing the facility. The rules shall be approved by the City Manager and the District Superintendent within sixty (60) days after the adoption of this Agreement, and shall be forwarded to each respective legislative body for approval and adoption. The rules shall be reviewed at least annually to determine applicability and enforcement.

#### Section XI. Financing and Improvements.

- A. The City and District shall meet on a mutually agreed schedule to identify and discuss potential shared costs for programs, operations, maintenance and improvements. The City Manager and District Superintendent, as they deem appropriate, shall periodically provide reports to the City Council and District Board of revenues, expenses, programs and services in existence because of this Agreement.
- B. The City and District shall, to the extent possible, work together to prepare, secure and administer grants and other special funding for the development and improvement of facilities and programs of mutual interests and benefit to the community. The City Manager and District Superintendent shall be authorized to provide staff support and technical assistance as may be needed for funding applications and program administration. The parties agree that each shall not compete for grant or other special funding if such application would be detrimental to the other party's ability to effectively compete for the funding.

#### Section XII. Insurance Requirements

A. City Requirements

1. The District shall protect, defend, indemnify, and hold harmless the City and its elected and appointed officers, boards, commissions, agents, employees, and volunteers from any and all claims, judgments, awards, liabilities, expenses or damages of any nature, including attorney fees, for property damage or injury to or death of any person arising out of or in connection with the performance of this Agreement, by act or omission, by or on behalf of the District.
2. The City does not waive any rights against the District which it may have by reason of the hold harmless clause pursuant to Section XII(A)(1) above, due to the acceptance by the City of insurance policies described herein.
3. In the event that the District and the City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of the District, or by a dangerous condition of a City property created by the District, or existing while that facility was under the control of the District, the District shall not be relieved of its obligation to the City pursuant to Section XI-I( A)(1) above, by any settlement with any such third party, unless that settlement includes a full release and dismissal of all claims by the third party against the City.
4. Without limiting its obligations pursuant to Section XII herein, the District shall obtain and cause to remain in full force and effect for the term of this Agreement the following coverage:
  - a. General liability insurance of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) combined single limit per occurrence.
  - b. Workers' compensation insurance in the amount required by State law.
  - c. Automobile liability insurance of not less than one millions dollars (\$1,000,000) per occurrence.
  - d. Property damage liability of not less than one millions dollars (\$1,000,000) per occurrence.
5. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the City, its agents, employees, elected and appointed officials, and volunteers as additional insureds. The insurance shall be primary and shall provide for a thirty- (30) day written notice to the City prior to any material change, termination or cancellation.

B. District Requirements.

1. The City shall protect, defend, indemnify, and hold harmless the District and its elected and appointed officers, agents, employees, and volunteers from any and all claims, judgments, awards, liabilities, expenses or damages of any nature, including attorney fees, for property damage or injury to or death of

any person arising out of or in connection with the performance of this Agreement, by act or omission, by or on behalf of the City.

2. The District does not waive any rights against the City which it may have by reason of the above hold harmless clause pursuant to Section XII(B)(1) above, due to the acceptance by the District of insurance policies described herein,
3. In the event that the City and the District are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of the City, or by a dangerous condition of a District facility created by the City, or existing while that facility was under the control of the City, the City shall not be relieved of its obligation, pursuant to Section XII (B)(1) above, to the District by any settlement with any such third party, unless that settlement includes a full release and dismissal of all claims by the third party against the District.
4. Without limiting its obligations pursuant to Section XII herein, the City shall obtain and cause to remain in full force and effect for the term of this Agreement the self-insurance coverage of not less than three million dollars (\$3,000,000) per occurrence for general liability, automobile liability, and property damage liability. Workers' compensation insurance shall be in the amounts required by State law.
5. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the District, its agents, employees, elected and appointed officials, and volunteers as additional insureds. The insurance shall be primary and shall provide for a thirty (30) day written notice to the District prior to any material change, termination or cancellation.

C. Third Party Requirements.

1. The City and the District agree to require any and all third parties authorized by the City or District to use any facility subject to this Agreement to execute an Indemnification Agreement in a form mutually agreed to by the City Attorney's Office and the District's legal counsel and in an amount of not less than three million dollars (\$3,000,000). The City and the District may mutually agree to waive or modify this requirement if, in the judgment of the City Attorney and District Counsel, the proposed party does not present risks that warrant the Indemnification Agreement.
2. Any and all third parties seeking to rent any facility, or portion thereof, subject to this Agreement shall be required to provide proof of insurance naming both the party owning the facility and the party authorizing its use as additional insureds in amounts established annually by the City Manager and District Superintendent. Said amounts shall be made available to prospective facility users.
3. The above indicated insurance requirement shall carry an "additional insured endorsement" naming the party granting the authorization, its agents, employees and elected and appointed officials as additional insureds.

- D. The insurance limits referred to herein may be increased from time to time by mutual written consent in accordance with the then accepted practices for California cities and school districts.
- E. The parties hereto recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as a regular practice, do not maintain insurance but rather self insure or participate in any Joint Powers Agreements with other governmental entities for insurance coverage, the parties may meet their insurance requirements under this Section in that same manner.

#### Section XIII. Notices.

All notices related to this Agreement shall be in writing and shall be sent by postal service, postage prepaid, to the following addresses:

City: City of Culver City  
Attn: City Manager  
9770 Culver Boulevard  
Culver City, CA 90232

District: Culver City Unified School District  
Attn: District Superintendent  
4034 Irving Place  
Culver City, CA 90232

#### Section XIV. Termination of Agreement.

- A. Either the City or the District may terminate this Agreement without cause by action of its elected body and providing one hundred eighty (180) days prior written notice of the termination to the other party.
- B. Either party may terminate this Agreement with cause by first notifying the other party of the alleged contract violation in writing. The offending party shall have thirty (30) days in which to respond to the alleged violation or to cure the violation. If the violation is not cured to the satisfaction of the party making the charge, this Agreement may be terminated by providing written notice of same. Said termination shall take effect no less than thirty (30) days following the written notification.

#### Section XV. Miscellaneous Provisions.

- A. Force Majeure. In any case by reason of force majeure either party to this Agreement shall be rendered unable, wholly or in part, to carry out that party's obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if that party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, so far

as they are affected by such force majeure, shall be suspended during the continuance of the liability then claimed which shall include a reasonable time period for the removal of the effect thereof; but for no longer period, and the party giving such notice shall endeavor to remove or overcome such liability with all reasonable dispatch. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State (other than the City or the District), or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortage of labor, material or supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

- B. Waiver. Waiver by either party to the Agreement of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein.
- C. Amendment. This Agreement, and the provisions contained herein, may be altered, changed or amended, only by a majority vote of both the City Council and the District Board. No alteration, change or amendment shall be valid unless made in writing and approved by both the City Council and the District Board at a public meeting, except as provided for by this Agreement.
- D. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties hereto agree to be bound by all Federal, State and local laws, ordinances, regulations and directives pertaining to the services to be performed hereunder.
- E. Contradiction in Terms. If there are any contradictions in terms or provisions between this Agreement and any exhibit hereto, the terms and provisions of this Agreement shall control.
- F. Interpretation of Agreement. The parties, hereto expressly agree that the Agreement shall be construed as though written jointly by both parties, and that the language of the Agreement shall not be construed as to favor one party over the other.
- G. Severability. If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clause, provision or section hereof.
- H. Conflicts of Interest. No director, officer, official, representative, agent or employee of the City or the District shall have any financial interest, direct or indirect, in this Agreement. Both parties hereto shall be subject to applicable conflict rules and

procedures established by State law or by the respective City Council or District Board.

- I. **Nondiscrimination.** There shall be no discrimination by the City or District against any person on account of race, color, disability, religion, sex, creed, age, marital status, sexual orientation, national origin, or ancestry in the performance of its obligations under this Agreement.
- J. **Rights and Remedies are Cumulative.** Except as may be expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, or any other rights or remedies for the same default or any other default by another party.
- K. **Assignment.** This Agreement shall not be assignable by either party.
- L. **Incorporation of Exhibits.** All exhibits attached and referenced in this Agreement are incorporated as though fully set forth in this Agreement.
- M. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
- N. **Entire Agreement.** This Agreement and exhibits hereto is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and supersede any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This Agreement may be changed or modified only upon written consent of both parties hereto.
- O. **Privileges and Immunities.** Notwithstanding anything to the contrary in the Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or other employees of either party.

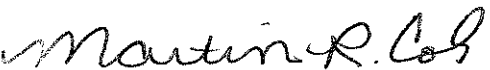
**Section XVI. Supersedure of All Prior Agreements.**

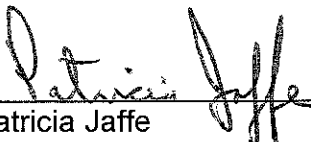
This Agreement shall supersede all prior Agreements between the City and the District pertaining to the use of the facilities identified in Exhibit A hereto upon its approval by both the City Council and the District Board and upon the effective date hereof first above written. Said prior agreements are repealed on said effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

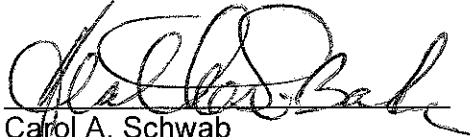
CITY OF CULVER CITY

CULVER CITY UNIFIED SCHOOL DISTRICT

  
John M. Nachbar MARTIN R. COLE  
ASST. City Manager

  
Patricia Jaffe  
District Superintendent

APPROVED TO LEGALITY:

  
Carol A. Schwab  
for City Attorney

APPROVED TO LEGALITY:

N/A  
District Counsel

#### EXHIBIT A

#### CITY AND DISTRICT FACILITIES

A. City Facilities. The following City of Culver City facilities shall be available for use by the District pursuant to the Amended and Restated Joint Use Agreement.

1. Blanco Park, 5801 Sawtelle Boulevard  
Playfield area
2. Dr. Paul Carlson Park, Braddock Drive, Motor Avenue
3. Culver City Park, Duquesne & Jefferson  
Softball diamonds  
Baseball diamonds
4. Culver West Park, 4162 Wade Avenue  
Community room
5. El Marino Park, 5301 Berryman Avenue
6. Fox Hills Park, Green Valley Parkway & Buckingham
7. Lindberg Park, 5401 Rhoda Way  
Stone house
8. Paddle Tennis Park, Culver Boulevard & Elenda Avenue
9. Syd Kronenthal Park, 3459 McManus Avenue  
Activity room
10. Tellefson Park, Washington Place & Tilden Avenue
11. Club TC, 4117 Overland Avenue

Youth Center

12. Veterans Park, 4117 Overland Avenue Veterans Memorial Building  
Veterans Park Municipal Plunge
13. Armory Building, Culver Boulevard
14. Blair Hills Park, 5950 Wrightcrest Drive  
Playfield area
15. Coombs Park

**B. District Facilities:**

The following Culver City Unified School District facilities shall be available for use by the City pursuant to the Amended and Restated Joint Use Agreement.

1. El Rincon Elementary School, 11177 Overland Avenue outdoor facilities  
cafetorium  
classrooms
2. Farragut Elementary School, 10820 Farragut  
outdoor facilities  
cafetorium  
classrooms
3. La Ballona Elementary School, 10915 Washington Boulevard  
outdoor facilities  
cafetorium  
classrooms
4. Linwood Howe Elementary School, 4110 Irving Place  
outdoor facilities  
cafetorium  
classrooms
5. Culver City Middle School, 4601 Elenda Court  
outdoor facilities  
2 small gymnasiums  
classrooms
6. Culver City High School, 4401 Elenda Street, stadium / track & field /  
football  
outdoor facilities  
gymnasium  
weight room  
cafetorium  
Robert Frost Auditorium  
classrooms



natatorium  
wrestling room  
field restroom

7. El Marino Language School, 11450 Port Road.  
outdoor facilities  
cafetorium  
classrooms