



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** February 2, 2022

**TO:** Mayor and Council Members

**FROM:** Police Department

**SUBJECT:** Agreement with Inglewood Unified School District for Use of School Facilities for Use of School Facilities at Caroline Coleman Stadium

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### **RECOMMENDATION:**

It is recommended that the Mayor and Council Members take the following actions:

1. Approve an agreement with the Inglewood Unified School District (IUSD) for use of school facilities at Caroline Coleman Stadium; and
2. Approve ongoing authorization for the Chief of Police (or designee) to approve similar, no cost agreements.

### **BACKGROUND:**

As part of the selection process for police officers, applicants are required to undergo a series of pre-employment examinations. This includes a physical agility test. California's Commission on Peace Officer Standards and Training (POST) requires that all police academy recruits successfully complete a physical agility test in order to graduate from the academy. Many agencies administer a physical agility test as part of the hiring process in order to measure an applicant's physical readiness for the academy. To administer this examination properly, the Department occasionally uses local school facilities with outdoor fields.

### **DISCUSSION:**

To ensure the Department has access to a suitable facility to accommodate applicants participating in pre-employment examinations, it is recommended that the attached Agreement for Use of School Facilities with IUSD is approved. Upon approval, IUSD will allow the Police Department the right to use the track and/or football field located at Caroline Coleman Stadium (401 South Inglewood Ave) to proctor physical agility tests for applicants. Use of the facility will occur with prior approval. This agreement will remain in effect until December 31, 2022.

In addition, the Police Department requests that City Council approves ongoing authorization for the Chief of Police to sign similar, no cost agreements subject to the review and approval of the City Attorney.

### **FINANCIAL/FUNDING ISSUES AND SOURCES:**

Approval of this agreement will not have a fiscal impact on the City's budget. It should be noted that with this agreement, the City accepts responsibility for any property damage and/or injuries that occur while using the facility.

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment No. 1 – Agreement for Use of School Facilities

**PREPARED BY:**

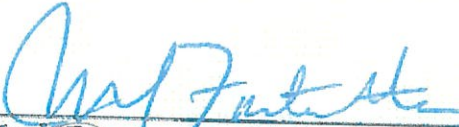
Mark Fronterotta, Chief of Police  
Anna Ma, Payroll Technician

**COUNCIL PRESENTER:**

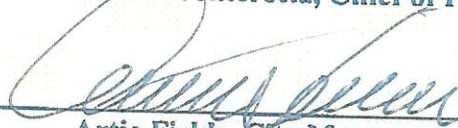
Mark Fronterotta, Chief of Police

**APPROVAL VERIFICATION SHEET**

**DEPARTMENT HEAD APPROVAL:**

  
\_\_\_\_\_  
Mark Fronterotta, Chief of Police

**CITY MANAGER APPROVAL:**

  
\_\_\_\_\_  
Artie Fields, City Manager

# **ATTACHMENT NO. 1**

**AGREEMENT FOR USE OF SCHOOL FACILITIES  
BETWEEN THE INGLEWOOD UNIFIED SCHOOL DISTRICT  
AND  
INGLEWOOD POLICE DEPARTMENT**

The INGLEWOOD UNIFIED SCHOOL DISTRICT [” DISTRICT”], and INGLEWOOD POLICE DEPARTMENT, a California Law Enforcement Agency [”IPD”] enter into this agreement for the use of facilities [” Agreement”] for the following purposes and with reference to the following facts:

**RECITALS**

WHEREAS, IPD is a law enforcement agency operating within the boundaries of the DISTRICT, and

WHEREAS, IPD desires to utilize DISTRICT facilities for physical agility tests of police applicants; and

WHEREAS, IPD has requested that the DISTRICT permit the use of school facilities in accordance with the Civic Center Act, California Education Code section 38130 et. seq.; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the purposes stated herein.

**NOW, THEREFORE**, it is hereby agreed by each of the parties to this Agreement as follows:

1. **Term.** The term of this Agreement shall be from the execution of this Agreement to December 31, 2022, subject to early termination in accordance with the provisions of paragraph 6 herein.

2. **Grant of Use of Facilities.** The DISTRICT grants to IPD the right to use the track and/or football field located at Caroline Coleman Stadium (401 S. Inglewood Ave. Inglewood, CA. 90301) ("FACILITIES") for the purposes herein described. IPD shall submit an Application for Use of School Facilities in advance of the desired use, identifying the date(s) that the FACILITIES are to be used.

3. **Permitted Use.** Use of the FACILITIES by IPD is restricted to proctoring of the physical agility test for applicants which shall occur only during dates and times approved by the DISTRICT.

4. **Fees.** Consistent with Education Code section 38134, IPD shall be permitted to use the facilities without cost, other than as specified in Paragraph 5(d).

5. **Responsibilities of IPD**

- a. IPD shall submit an Application for Use of School Facilities in advance of its use of the FACILITIES, which shall inform the DISTRICT of the date(s) that the FACILITIES will be used. In the event of any conflict or inconsistency between the terms and conditions of this MOU and any terms, conditions, rules, or regulations contained in the Application for Use of School Facilities, the terms and conditions set forth in this MOU shall prevail.
- b. The FACILITIES shall be used for physical fitness testing purposes only.
- c. IPD shall not operate motor vehicles outside of designated parking areas or discharge weapons of any kind at the FACILITIES in the course of the activities authorized under this MOU.
- d. If the DISTRICT deems it necessary to utilize DISTRICT staff to provide IPD with access to the site (i.e., to unlock and/or lock the FACILITIES),

IPD shall reimburse the DISTRICT for the cost of utilizing DISTRICT staff, which shall not exceed the direct costs incurred by the DISTRICT. The DISTRICT shall submit an itemized invoice of any such costs, which shall be paid by IPD within thirty (30) days.

6. **Termination.** This Agreement may be terminated by the DISTRICT without cause upon thirty (30) days written notice to IPD.

7. **District's Right Of Entry.** IPD shall permit DISTRICT or DISTRICT'S agents, representatives or employees to enter the FACILITIES at all reasonable times to determine whether IPD is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect DISTRICT'S interest in said FACILITIES under this Agreement.

8. **Alterations.** Except as otherwise provided in this Agreement, IPD shall not, without prior written consent make any alterations, improvements, or additions, in, on, or about the FACILITIES. Where the DISTRICT has provided such written consent, it may require that IPD remove any or all of said improvements or additions or at the expiration of the term, and restore the FACILITIES to their prior condition.

9. **Condition of Premises.**

9.1. The FACILITIES are provided on an "As Is" basis. DISTRICT shall not be required to make or construct any alterations to the FACILITIES. By entry and use of the FACILITIES pursuant to this agreement, IPD accepts the FACILITIES in "As Is" condition.

9.2. IPD acknowledges that neither the DISTRICT nor the DISTRICT's agents have made any representation or warranty as to the suitability of the FACILITIES for IPD's use thereof. Any agreements, warranties, or representations not expressly

contained in this Agreement shall in no way bind the DISTRICT, and IPD expressly waives all claims for damages against DISTRICT based on any statement, representation, warranty, promise, or agreement arising out of or related to this Agreement.

9.3. Upon surrender of the FACILITIES, IPD shall deliver the Premises in the same condition as upon entry, normal wear and tear and approved alterations and improvements excepted.

10. **Duty To Keep Facilities Free Of Liens.** IPD shall keep the FACILITIES and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', material men's, and other liens for or arising out of or in connection with IPD directed work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of IPD.

11. **Indemnification.** IPD agrees to indemnify and hold DISTRICT harmless from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of IPD's use of the FACILITIES or its actions or inactions pursuant to this Agreement. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, IPD and its cadets, employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement.



12. **Insurance.** Prior to commencing the training activities, IPD must provide and maintain at its own expense insurance coverage satisfying the following requirements; a letter of self-insurance evidencing coverage is acceptable: Commercial General Liability insurance, insuring against (i) liability for injury to or death of any person or property arising out of IPD's use of the FACILITIES; and (ii) contractual liability, insuring IPD's performance of the indemnification obligations contained in this Agreement. Coverage shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall be issued by a responsible insurance company authorized to do business in the state of California and provided that the insurance company has an AM Best "A" or better rating. DISTRICT shall be named as an additional insured on a separate endorsement to the policy. The endorsement shall require the insurance company to provide the additional insured party with a minimum of ten (10) days written notice of cancellation of the policy. Prior to use of the FACILITIES, IPD shall furnish the DISTRICT with a certificate of insurance for the required coverage. The certificate must be signed by a person authorized by the insurer to bind coverage on its behalf and must be in a form approved by the DISTRICT. The DISTRICT may require complete, certified copies of any or all policies at any time. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, IPD shall immediately notify the DISTRICT and cease occupancy of the FACILITIES until further directed by the DISTRICT.

13. **Compliance With Laws.** IPD shall not use the FACILITIES, or permit anything to be done in or about the FACILITIES, that will in any way conflict with any applicable law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

14. **Assignment.** IPD shall not assign this Agreement in whole or in part without the advance written consent of the DISTRICT.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

16. **Modification.** Any amendment or modification of this Agreement shall be effective only if in writing, executed by each of the parties hereto.

17. **Notices.** Any notice, request or demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the earlier of actual receipt or the second day (other than Sundays and legal holidays) after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and addressed as follows:

DISTRICT:

County Administrator  
Inglewood Unified School District  
401 S. Inglewood Ave.  
Inglewood, CA 90301

CITY OF INGLEWOOD:

City Clerk  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301

With a copy to:  
Marie DiBernardo  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301

18. **Governing Law.** This Agreement shall be construed under the laws of the State of California.

19. **Attorneys' Fees.** Should either party commence a legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

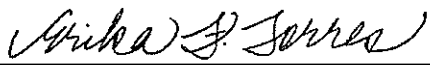
20. **Rules Of Construction.** The terms of this Agreement are contractual, and are the result of negotiation among all the parties hereto. All parties to this Agreement agree that the normal rules of construction, which ordinarily would operate to resolve any ambiguities in this Agreement against the drafting party, shall not be employed in the interpretation of this Agreement.

21. **Severance Provision.** In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures.

Date: January 13, 2022

INGLEWOOD UNIFIED SCHOOL DISTRICT

By   
Dr. Erika F. Torres  
County Administrator

Date: January \_\_, 2022

CITY OF INGLEWOOD

By \_\_\_\_\_,  
James T. Butts Jr.  
Mayor

ATTEST:

Date: January \_\_, 2022

By \_\_\_\_\_,  
Aisha L. Thompson  
City Clerk

APPROVED AS TO FORM:

Date: January \_\_, 2022

By \_\_\_\_\_,  
Kenneth R. Campos  
City Attorney