



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 at Morningside High School

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve an agreement with the Inglewood Unified School District (IUSD) for use of school facilities at Morningside High School.

BACKGROUND:

As part of the law enforcement deployment for Super Bowl LVI, it is necessary to establish a Public Safety Compound and Family Assistance Center at a location in close proximity to SoFi Stadium and the Los Angeles Sports Entertainment District.

DISCUSSION:

To ensure the Department has access to a suitable location to be used as a Public Safety Compound for the deployment of law enforcement resources and personnel and, in the event of an emergency, for the operation of a Family Assistance Center, it is recommended that the attached Agreement with IUSD for the use of School Facilities is approved. Upon approval, IUSD will allow the police Department the right to use the following:

1. The fenced field (near the football field) of the Morningside High School Campus from February 5, 2022, through February 14, 2022;
2. The Morningside High School gym and basketball courts on February 13, 2022; and
3. The Inglewood High School main gym, small gym, dance room, cafeteria, exterior lunch area, exterior basketball courts, south parking lots, and other building or field needed for use as a Family Assistance Center between February 13, 2022 and February 27, 2022.

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

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**Mayor and Council Members
Agreement with IUSD Facilities for Super Bowl
February 2, 2022**

PREPARED BY:

Mark Fronterotta, Chief of Police

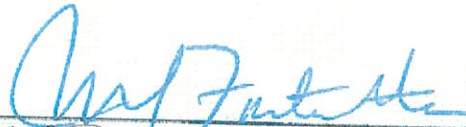
Gabriela Garcia, Lieutenant – Administrative Services Bureau

COUNCIL PRESENTER:

Mark Fronterotta, Chief of Police

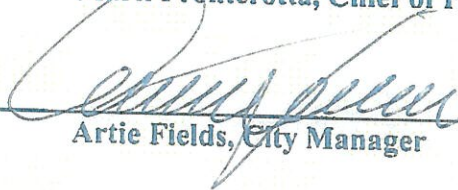
APPROVAL VERIFICATION SHEET

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
CITY OF INGLEWOOD**

The INGLEWOOD UNIFIED SCHOOL DISTRICT ["DISTRICT"], and the CITY OF INGLEWOOD ["CITY"], enter into this agreement for the use of facilities ["Agreement"] for the following purposes and with reference to the following facts:

RECITALS

WHEREAS, Super Bowl LVI will be held on February 13, 2022, at SoFi Stadium in the City of Inglewood, and

WHEREAS, CITY, including its Police Department and Emergency Operations Department, desires to utilize DISTRICT facilities to operate a Public Safety Compound during the week of Super Bowl LVI; and

WHEREAS, CITY 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 June 30, 2022, subject to early termination in accordance with the provisions of paragraph 6 herein.

2. **Grant of Use of Facilities.** The DISTRICT grants to CITY the right to use the following facilities at Morningside High School (10500 Yukon Ave. S, Inglewood, CA. 90303) ("FACILITIES") for the purposes herein described:

- The fenced field located on the south side of the Morningside High School campus near the football field, to be used from February 5, 2022 through February 14, 2022.
- Morningside High School gym and basketball courts, to be used on February 13, 2022.
- Inglewood High School main gym, small gym, dance room, cafeteria, outside lunch area, outside basketball courts, south parking lots, and any other building or field if needed, to be used as a Family Assistance Center in the event of an emergency, from February 13, 2022 through approximately February 27, 2022. Equipment may be unloaded by CITY at this site between during the week prior to February 13, 2022.

3. **Permitted Use.** Use of the FACILITIES by CITY is restricted to operating a Public Safety Compound during the dates specified, and for the operation of a Family Assistance Center in the event of an emergency. CITY, at its discretion, may allow other local, state, or federal public safety agencies to share the use of the Public Safety Compound. Staff of CITY and other agencies may park at the FACILITIES, and CITY will supply and use portable restrooms and trash receptacles during the period that the FACILITIES are to be in use under this Agreement.

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

5. **Responsibilities of CITY**

- a. CITY 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. In the event that the dates of CITY's intended use change, whether due to postponement of the Super Bowl or any other reason, CITY shall submit the revised dates to the County Administrator in writing for her approval.
- c. The FACILITIES shall be used only for the purposes set forth in this Agreement.
- d. CITY and its partner agencies may park vehicles in the dirt lots to the north and east of the basketball courts at the FACILITIES.
- e. The FACILITIES shall not be used for the detention or holding of suspects.
- f. DISTRICT shall provide the Inglewood Police Department with keys to

the FACILITIES during the term of use. CITY shall not make additional copies of the keys, and shall return all keys to the DISTRICT upon conclusion of its use of the FACILITIES.

- g. The DISTRICT shall provide service by custodial staff to the FACILITIES, and if deemed necessary, may utilize DISTRICT staff to provide CITY with access to the site (i.e., to unlock and/or lock the FACILITIES). City 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 CITY within thirty (30) days.

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

7. **District's Right Of Entry.** CITY shall permit DISTRICT or DISTRICT'S agents, representatives or employees to enter the FACILITIES at all reasonable times to determine whether CITY 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, CITY 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 CITY 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, CITY accepts the FACILITIES in "As Is" condition.

9.2. CITY acknowledges that neither the DISTRICT nor the DISTRICT's agents have made any representation or warranty as to the suitability of the FACILITIES for CITY's use thereof. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the DISTRICT, and CITY 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, CITY 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.** CITY 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 CITY directed work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of CITY.

11. **Indemnification.** CITY 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 CITY'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, CITY 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, CITY 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 CITY's use of the FACILITIES; and (ii) contractual liability, insuring CITY'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, CITY 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, CITY shall immediately notify the DISTRICT and cease occupancy of the FACILITIES until further directed by the DISTRICT.

13. **Compliance With Laws.** CITY 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.** CITY 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 27, 2022

INGLEWOOD UNIFIED SCHOOL DISTRICT

By *Erika F. Torres*
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