

**APPROVED**

AUG 21 2019

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

NO. 19-165

DATE August 21, 2019

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PROPOSITION 68 STATEWIDE PARK PROGRAM 2019 ROUND; APPROVAL OF PROJECT SCOPES AND BUDGET; RESOLUTIONS; APPROVAL OF DONATION AGREEMENTS; ACCEPTANCE OF GRANT FUNDS IF AWARDED

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>MW</u>

  
 \_\_\_\_\_  
 General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
With Corrections

RECOMMENDATIONS

1. Approve the 23 proposed projects, scopes and budgets, submitted by the Department of Recreation and Parks (RAP) and its non-profit partner agencies, to the State of California, Department of Parks and Recreations (State) under the Proposition 68 Statewide Park Development and Community Revitalization Program Grant (Prop 68 SPP), as detailed in the attached project list (Attachment 1), subject to the approval of the Mayor and City Council;
2. Approve the submission by RAP of an application for Prop 68 SPP grant funds for the project identified as El Sereno Arroyo Playground in Attachment 1;
3. Approve the Resolution attached as Attachment 2 to this Report (Resolution), and recommend City Council adopt such Resolution, detailing 21 projects for which RAP is the applicant of Prop 68 SPP funds, which authorizes the City of Los Angeles and RAP to receive the Prop 68 SPP grant funds, and designates RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to grant applications, agreements, amendments, payment requests, and all other required grant documents necessary for the completion of the Prop 68 SPP grant funded scope of the projects;
4. Direct RAP staff to transmit a copy of the grant Resolution to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council approval, pursuant to the Los Angeles Administrative Code Division 14, as may be amended;

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5. Authorize RAP's General Manager to accept and receive the Prop 68 SPP Grant funds, if awarded, subject to the approval of the Mayor and City Council and City Attorney approval, as to form, of the award agreement;
6. Approve the Resolutions attached as Attachments 3 and 4 to this Report (Non-Profit Resolutions) and recommend City Council adopt such Non-Profit Resolutions supporting the submittal of Prop 68 SPP grant applications by Los Angeles Initiative (LANI) for the Western Gage Median Park Project and Los Angeles Neighborhood Land Trust (LANLT) for the Watts Crescent Project;
7. Approve the proposed Donation Agreements with LANI and LANLT substantially in the form attached as Attachments 5 and 6 to this Report, respectively, setting forth the roles and responsibilities of LANI, LANLT and RAP in connection with the development of Prop 68 SPP projects applied for by LANI and LANLT, the funding and construction for which would be undertaken by LANI and LANLT with the contemplated transfer of those projects to RAP upon completion for operation and maintenance, as further detailed in this Report, and authorize RAP's General Manager to execute such Donation Agreements subject to Mayor and City Council approval and City Attorney approval as to form;
8. Direct RAP staff to transmit a copy of the Prop 68 SPP grant award, if and when awarded, to the Mayor, CAO, CLA, and to the City Clerk, pursuant to the Los Angeles Administrative Code Division 14, as may be amended; and
9. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Prop 68 SPP Grant fund, if awarded, from State.

### SUMMARY

On June 5, 2018, Proposition 68 (Prop 68) was passed by a majority of California voters to fund a \$4.1 billion "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor for All Act of 2018". The purpose of Prop 68 is to fund state and local parks, beaches, environmental protection and restoration, water infrastructure, and flood protection projects. A total of \$650,275,000 of Prop 68 funds have been dedicated to the Statewide Park Development and Community Revitalization Program (SPP).

On January 29, 2019, the State released the initial notice of funding availability for the Prop 68 SPP, which the state calls the "2019 Round", in the amount of \$254,942,000 to be awarded to communities across the State. This grant program competitively awards grants for the creation of new parks, boundary expansion and improvement of existing parks, or the renovation of recreation features at existing parks. Prop 68 SPP funding is limited to parks located in areas that either lack adequate park space of 3 acres per 1000 persons or have significant poverty with an average annual household level income below \$51,026. Prop 68 SPP 2019 Round applications were due August 5, 2019.

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In addition to projects developed by RAP staff, two non-profit organizations, LANI and LANLT coordinated with RAP and Council Offices for permission to develop parcels these non-profit organizations have been historically involved with. LANI joined together in partnership with Council District 8 to develop the Western-Gage Triangle project and to submit an application for Prop 68 SPP funds for the project. Likewise, LANLT and Council District 15 have partnered to develop portions of land identified as Watts Crescent as a Prop 68 project and to submit an application for Prop 68 SPP funds for such purpose. LANI and LANLT have prepared and submitted grant proposals for their respective projects. However, the State requires LANI and LANLT to submit agreements with RAP which memorializes the non-profit entities' roles in funding and completing the projects and RAP's commitment to receiving the projects once completed. This requirement is discussed further in this Report in the "LANI and LANLT Partnership with RAP" section. Thus, it is recommended that the Board of Recreation and Park Commissioners (Board) recommend the City Council adopt resolutions (attached as Attachments 3 & 4) supporting LANI and LANLT in their application for Prop 68 SPP grant funds to develop their respective Prop 68 SPP projects.

There is one correction to the earlier report on the projects. On June 5, 2019, (Report No. 19-097), the Board authorized RAP staff to apply for and submit Prop 68 SSP applications for 20 projects on the condition that RAP staff return to the Board with a finalized project scope, an estimated project cost, and a Resolution for each project application. At the time of the Board action, LANI, LANLT and the Trust for Public Land (TPL) were identified as non-profit partnering entities that would each submit an application for one project each, for a combined total of 23 project applications to be submitted by RAP and its partnering agencies. Subsequent to the Board's action, the TPL project identified as the El Sereno Playground project was identified as a project RAP would apply for and not TPL. Instead, TPL will work directly with RAP to expand and develop the El Sereno Playground project parcel with RAP as the applicant for Prop 68 SPP funds for this project. TPL has already received other grant funds totaling \$400,000 towards the design and development of the parcel. RAP staff requests the Board approve the submission of an application for Prop 68 SPP funds by RAP for the El Sereno Playground project. The revised number of projects by applicant is as follows:

RAP	21
LANI	1
LANLT	1
Total	23

Subsequent to the Board Action, on June 25, 2019, the City Council authorized RAP's General Manager, and RAP's park partners LANI and LANLT, to apply for funding for 23 projects as part of the Prop 68 SSP. (CF No. 19-0605). The report included draft project scopes and budgets, and authorized RAP's General Manager to make adjustments to both the scope and budgets of

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project based upon community feedback and to proceed with submitting the applications to the State.

### RESOLUTION REQUIREMENTS

As part of the Prop 68 SPP Grant Program, each project that is submitted to the State for funding must have an accompanying resolution by the respective legislative body authorizing the grant submittal and dictating the terms of the funding. Attached as Attachment 2 to this Report is a Resolution and the list of 21 projects for which RAP shall be submitting applications, to be considered and approved by the Board, City Council and Mayor. The Resolutions in support of projects applied for by LANI and LANLT which are also to be considered and approved by the Board, City Council and Mayor are included as Attachment No. 3 and Attachment No. 4, respectively. All resolutions must be certified by the City Clerk and transmitted to the Department of State Parks and Recreation, Office of Grants and Local Services on or before October 4, 2019 by RAP, LANI, and LANLT.

### LANI AND LANLT PARTNERSHIP WITH RAP

RAP staff has worked with LANI and LANLT to develop an agreement to define roles and responsibilities tied to the funding and development of park improvements for Prop 68 SPP projects that each of these non-profit entities applies for (Non-Profit Projects). The terms and conditions of these donation agreements are conditional subject to award of Prop 68 SPP grant funding for the respective projects. The agreement negotiated with LANI is included as Attachment No. 5, and the agreement with LANLT is included as Attachment No. 6, each of which was included with the corresponding Prop 68 SPP application submitted by each agency (Donation Agreements). In accordance with the terms of the agreements, LANI and LANLT intends to transfer ownership of the Non-Profit Projects to RAP once such projects, and all accounting and close-out activities related to such projects, are completed by LANI and LANLT. Such transfer shall include the transfer of any grant obligations to RAP in connection with owning such project improvements. Additionally, each partnering agency will be responsible for its respective financial obligations that result from the award of grants to the transfer of the completed projects to RAP. RAP staff requests the Board approve the Donation Agreements and authorize RAP's General Manager to execute these agreements, subject to the award of Prop 68 SPP funds for the Non-Profit Projects, the approval of City Council and Mayor, and subject to the review and approval of the Office of the City Attorney as to form.

Prior to undertaking the activities for which the grants are being sought, LANI and LANLT are required to perform, complete, and certify the adequacy of the environmental review for their respective Non-Profit Projects, in accordance with the California Environmental Quality Act (CEQA) and in accordance with Prop 68 grant guidelines. LANI and LANLT will be submitting the Prop 68 SPP applications for their respective Non-Profit Projects directly to the State. Upon completion of the Non-Profit Projects, LANI and LANLT will transfer the completed projects to RAP for operation and maintenance.

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### COMMUNITY OUTREACH AND ENGAGEMENT

Prop 68 contains very robust community engagement requirements for each project sought. In order to receive the maximum amount of points for each project, each application must include at least five (5) community engagement sessions between July 1, 2018, and the grant submission deadline. The grant requires that the community be afforded opportunities to provide input and identify preferred priority and location of recreation features including park beautification ideas, and park safety features. In order to achieve these goals and obtain genuine community feedback, beginning in April 2019, RAP conducted an aggressive outreach strategy to actively engage constituents and incorporate their feedback into project scope and designs which were included in the Prop 68 applications submitted by RAP.

For the first two events, RAP performed two different types of meetings depending on the park and the community. The first type of meeting was a “pop-up” meeting, where RAP staff went to existing events, such as baseball opening days or Easter egg hunts, and surveyed park goers to determine the top three priority improvements for the park. A sample of the survey used at these events is attached as Attachment No. 7. The second type of meeting was a more traditional presentation, where constituents learned about Prop 68, why the park qualified, and asked to identify the top three priority improvements for the park.

In the third, fourth, and fifth meetings, RAP took an inclusive approach to community engagement. At meeting number 3, residents were provided an aerial site plan of the park with general features and then broken into small groups and asked to identify priority recreation features or create new park improvements and desired locations. At meeting number 4, residents suggested and selected beautification features and provided ideas for public art. At meeting number 5, the final site plan that incorporated community feedback was presented. Residents were given a final opportunity to comment on the design prior to the grant submittal. A sample of the Community Engagement site plans, park beautification features, and final site plans used for the David M. Gonzalez Recreation Center are included as Attachment No. 8.

Over the period of April 11, 2019, through July 31, 2019, RAP staff conducted over 105 meetings covering the 21 park sites and engaged over 6400 constituents, an average of 60 constituents per meeting. Surrounding residents to the park project areas expressed enthusiasm and joy that RAP was focusing on these parks. In some cases, communities requested improvements that would require greater design and development efforts than the grant performance period permitted, such as new pools and recreation centers. RAP communicated that while the grant funding and time constraints would not allow for the construction of new pools or recreation centers during this round of funding, RAP would be revisiting these features as future funding rounds occur.

Lastly, in the case of a couple of projects, historical and cultural identity were very evident and important. The requested preferences in these cases highlighted more recent cultural and demographic shifts within the community. RAP staff worked diligently with the local Council District offices to ensure park features were balanced between competing interests, sports, and recreational preferences in communities where the features were near-evenly divided. In all

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cases, the communities' voices were heard and RAP staff was recognized for providing final plans that demonstrated features the communities wanted to see submitted in the applications.

PROPOSED SCOPE WILL ADD NEW AND/OR RENOVATE EXISTING PARK FEATURES

The proposed scope for each park will add new park areas, new features, and/or renovate existing park features and in some cases, provide completely new features or new park layouts. Overall, the park features considered at all 21 parks include:

- New Synthetic Soccer Fields
- Picnic Areas
- Tennis Courts
- New HVAC systems
- New Gymnasiums
- New Multipurpose Fields
- Restroom Upgrades
- Basketball Courts
- Parking Lots
- Volleyball Courts
- New Playgrounds
- Accessible Walking Paths
- New Amphitheaters
- Badminton Courts
- Shade Structures
- New Fitness Equipments
- Splash Pads
- New Dog Parks
- Lighting
- Skate Parks

NEXT STEPS AND MOVING FORWARD

The State informed all park agencies that notification of successful applicants should occur by December 2019. Upon notification, RAP staff will immediately continue the CEQA documentation and design processes on successful applications. Additional community meetings are anticipated to be held in order to flesh out and refine design details, particularly around public art. RAP anticipates the majority of projects will begin construction by early to mid-2020 to ensure completion of projects by late 2021.

Prop 68 SPP, 2019 Round will liquidate on June 30, 2022, with no extensions to be granted, a requirement stipulated by the State as part of the Fiscal Year 2018-2019 State appropriation process. The resolutions for each project are due to the State within 60 days of the application submission date, and no later than October 4, 2019.

ENVIRONMENTAL IMPACT

There is no environmental impact as a result of the proposed Prop 68 SPP projects at this time. Prior to undertaking the activities for which the grant is being sought, as lead agency for the 21 projects, RAP must perform, complete, and certify the adequacy of the environmental review in accordance with CEQA. The appropriate CEQA documentation will be submitted for the consideration and approval when each project, if awarded under the grant, is brought back before the Board for final approval and acceptance of the grant award.

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An approved CEQA documentation for each project must be submitted to Department of State Parks and Recreation, Office of Grants and Local Services prior to the State authorizing any cost reimbursements to RAP or its non-profit partners for any projects awarded. For the Non-Profit Projects, per the terms of the Donation Agreements, LANI and LANLT will submit final plans and specifications for RAP and Board approval prior to the construction of any of the Non-Profit Projects. Such plans and specifications shall include environmental findings/assessments and relevant CEQA determinations and documentation.

Tree canopy coverage, new trees planted, and removal of trees will be addressed as project designs are brought back for Board consideration.

### FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund in applying for the Prop 68 SPP funds. All project acquisition and/or development costs are covered by the Prop 68 grant funds, subject to award, and any funds currently committed to RAP's 21 projects and the two Non-Profit Projects. Future operation and maintenance costs are yet to be determined and will be requested in future budget requests.

### STRATEGIC PLAN INITIATIVES AND GOALS

Grant funding opportunities have a cascading effect on several strategic plan initiatives and goals of RAP. Parks are safer, communities are healthier, and recreational programming opportunities are often expanded. The Prop 68 grants will have a positive impact across the board. More specifically, approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 3:** Create and Maintain World Class Parks and Facilities

**Outcome No. 1:** Newly developed open space park projects and the redesign of signature City Parks

**Key Milestone:** Number of major park projects completed

**Target:** 6 by 2022

**Result:** First and Broadway and Rancho Cienega parks are two key projects submitted for funding. In addition, funding requests for 21 additional small, medium, and large community parks throughout Los Angeles have been considered by RAP with significant input from the respective communities. All 23 projects must be completed and closed out with the State by June 30, 2022.

**Goal No. 4:** Actively Engage Communities

**Outcome No. 1:** The interests and needs of the City's diverse population better inform decision making about the park system

**Key Metric:** Number of park user surveys collected

**Target:** 5,000 annually

**Result:** As part of the Prop 68 community engagement covering 21 projects, over 6,000 constituents were engaged through multiple site meetings per project and RAP collected over 2,682 surveys.

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This Report was prepared by Kai Wong, Sr. Project Coordinator, Nate Haywood, Sr. Project Coordinator, and Bill Jones, Ch. Management Analyst, Grants Administration, Finance Division

### LIST OF ATTACHMENTS

1. Proposition 68 Statewide Park Programs Proposed Projects List
2. Proposition 68 Statewide Park Resolution with Exhibit A – List of Projects
3. Proposition 68 Statewide Park Resolution - LANI
4. Proposition 68 Statewide Park Resolution - LANLT
5. Draft Donation Agreement with LANI
6. Draft Donation Agreement with LANLT
7. Sample Survey – David M Gonzalez Recreation Center
8. Community Meeting Engagement – Sample Plans – David M. Gonzalez Recreation Center

**DEPARTMENT OF RECREATION AND PARKS  
PROPOSED PROPOSITION 68 (ROUND 3) PROJECT LIST**

#	PROJECT NAME	LOCATION	CD	TOTAL PROJECT COST	REQUESTED GRANT AMOUNT	PROJECT TYPE	PROJECT DESCRIPTION
1	109th Street Recreation Center	1464 E. 109th Street, Los Angeles, 90059	15	\$5,484,000	\$5,484,000	Renovate an Existing Park	Construct a new synthetic soccer field, basketball court, shade structures, walking paths, picnic/open space area, public art, recreation center renovation and parking lot improvements.
2	1st & Broadway Civic Center Park (future park)	217 W. 1st Street, Los Angeles 90012	14	\$16,146,650	\$8,500,000	New Park	Construct a new 1.96 acre park estimated on the vacant city land located at 1st Street and Broadway in Downtown Los Angeles
3	Brooklyn Heights Park (future park)	318 N. Matthews Street, LA 90033	14	\$5,198,400	\$5,198,400	New Park	Construct a new 0.196 acre park estimated at 318 N. Matthews Street in Boyle Heights
4	Allegheny Park (future park)*	11957 - 11961 Allegheny Street, Los Angeles 91352	6	\$10,373,400	\$7,013,400	New Park	Construct a new 0.585 acre park 11957-19861 Allegheny Street in Sun Valley
5	David M. Gonzalez Recreation Center	10943 Herrick Ave, Pacoima 91331	7	\$9,010,400	\$7,910,400	Renovate an Existing Park	Construct a new synthetic soccer field, ballfields refurbishment, basketball court, splash pad, shade structures, playground, fitness zone, picnic area, public art, recreation center renovation, parking lot, exterior restroom, and walking trail
6	Denker Recreation Center	1550 W. 35th Place, Los Angeles 90018	8	\$6,260,400	\$6,896,400	Renovate an Existing Park	Construct a new synthetic soccer field, playground, baseball field refurbishment, splash pad, fitness zone, picnic and open space areas, public art, recreation center improvements, plaza, shade structures, and walking path
7	El Sereno Arroyo Playground (park expansion)	5520 Concord Avenue, Los Angeles, CA 90032	14	\$2,583,000	\$2,184,000	Park Expansion	Expansion of the existing El Sereno Arroyo Playground
8	Elinor & Don Richardson Family Park	2700 S. Budlong Avenue, Los Angeles 90007	8	\$2,652,000	\$2,652,000	Renovate an Existing Park	Construct a new playground, fitness area, community meeting space/picnic area, basketball court refurbishment, shade structures, walking path, and creation of new public art fencing
9	Green Meadows Recreation Center	431 E. 89th Street, Los Angeles 90003	9	\$8,310,000	\$7,638,000	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, exterior restroom, refurbishment of basketball court, fitness area, playground, ballfields, shade structures, walking trail, and picnic area
10	Hazard Park	2230 Norfolk Street, Los Angeles 90033	14	\$8,126,200	\$7,827,600	Renovate an Existing Park	Construct a new synthetic soccer field, plaza, shade structures, playground, exterior restroom, walking paths, fitness area, amphitheater, public art, dog park, and picnic area; reconfigure and expand parking lot, redesign ballfields and recreation renovation
11	Hoover Recreation Center	1010 W. 25th Street, Los Angeles 90007	1	\$6,511,200	\$6,511,200	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, children's area, open space and picnic area, basketball court, public art, and walking trail; expand playground, fitness areas, shade structures, and recreation center renovation
12	Lincoln Heights Recreation Center	2303 Workman Street, Los Angeles 90031	1	\$5,628,700	\$4,843,300	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area, fitness zone, basketball court, public art, parking lot, recreation center renovation, shade structures, and walking trail; expand existing playground
13	Oakwood Recreation Center	767 California Avenue, Venice 90291	11	\$5,976,000	\$5,976,000	Renovate an Existing Park	Construct a new playground, walking path, public art, exterior restroom; fitness zone, shade structures, refurbish baseball fields and basketball court, picnic area, recreation center renovation
14	Rancho Cienega Sports Complex	5001 Obama Blvd.(formerly Rodeo Rd.), Los Angeles 90016	10	\$9,865,000	\$8,500,000	Renovate an Existing Park	Construct new multipurpose fields, passive park play area, refurbish existing tennis courts and basketball courts, upgraded lighting throughout park, accessible paths, picnic area and tree planting.
15	Reseda Park	18411 Victory Boulevard, Reseda 91335	3	\$8,340,000	\$8,340,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, picnic area, walking trail with fitness circuit, exterior restroom, recreation center renovation; shade structures, refurbish baseball fields expand parking lots
16	Rio De Los Angeles State Park	1900 N. San Fernando Road, Los Angeles 90065	1	\$8,138,400	\$8,186,000	Renovate an Existing Park	Construct new synthetic multipurpose (soccer/football) field, synthetic soccer fields, shaded picnic area, resurface parking lot, and walking trail.
17	Sepulveda Recreation Center	8825 Kester Avenue, Panorama City 91402	6	\$8,163,750	\$7,860,000	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area with BBQ, exterior restroom, parking lot, playground, plaza, recreation renovation, tennis courts and walking path improvements, and public art
18	Shatto Recreation Center	3191 W. 4th Street, Los Angeles 90020	13	\$7,620,000	\$8,412,000	Renovate an Existing Park	Construct a new multipurpose field; basketball court; picnic area, playgrounds, fitness zone, shade structures, recreation center improvements, badminton courts, walking paths, and public art; refurbish tennis courts.
19	Studio City Recreation Center	12621 Rye Street, Studio City 91604	2	\$16,775,040	\$8,500,000	New Gym	Construct a new gymnasium with a full-size basketball court, multipurpose room, recreation office, kitchen, restrooms, and support facilities
20	Sylmar Park	13109 Borden Avenue, Sylmar, CA 91342	7	\$8,088,000	\$8,088,000	Renovate an Existing Park	Construct a new exterior restroom, amphitheater, basketball court, parking lot, fitness zone, picnic area, public art, skate park, volleyball court, recreation center renovation; baseball fields refurbishment
21	Watts Crescent <sup>1</sup>	1765 E. 107th St., Los Angeles, CA 90002	15	\$8,500,000	\$8,500,000	Park Expansion (LANLT)	Expansion of existing parking area to include: Demolish and relocated restroom building and include additional space for security guard and offices and storage (total new building SF 2,000SF); Demolish and rebuild walking paths and planting areas; build existing amphitheater with built in benches and shade sails. Install drinking fountains, new LED lights, bike rack, benches and interactive art elements; Install new monument sign and other interpretive and directional signage
22	Western Gage Median Park <sup>2</sup>	Western Ave. and Gage Ave.	8	\$1,274,350	\$1,274,350	New Park (LANI)	Create a new 0.209 acre park based on a community driven design process that may include but is not limited to landscaping, adult fitness equipment, mature trees, lighting, irrigation, picnic seating, play structure, security fencing and enhanced pedestrian and transit amenities.
23	Willimington Recreation Center	325 N. Neptune Ave., Wilmington 90744	15	\$8,184,000	\$8,184,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, parking lot, recreation center renovation, picnic area, fitness zone, exterior restroom, splash pad, public art, and walking trail; refurbish ball fields
<b>Total</b>				<b>\$177,208,890</b>	<b>\$154,479,050</b>		

\*All Projects include security cameras, security lighting, tree planting, drinking fountains, and ADA improvements as-needed to comply with current code requirements

1 Los Angeles Neighborhood Land Trust

2 Los Angeles Neighborhood Initiative

DEPARTMENT OF RECREATION AND PARKS  
PROPOSED PROPOSITION 68 (ROUND 3) PROJECT LIST

#	PROJECT NAME	LOCATION	CD	TOTAL PROJECT COST	REQUESTED GRANT AMOUNT	PROJECT TYPE	PROJECT DESCRIPTION
1	109th Street Recreation Center	1464 E. 109th Street, Los Angeles, 90059	15	\$5,484,000	\$5,484,000	Renovate an Existing Park	Construct a new synthetic soccer field, basketball court, shade structures, walking paths, picnic/open space area, public art, recreation center renovation and parking lot improvements.
2	1st & Broadway Civic Center Park (future park)	217 W. 1st Street, Los Angeles 90012	14	\$16,146,650	\$8,500,000	New Park	Construct a new 1.96 acre park estimated on the vacant city land located at 1st Street and Broadway in Downtown Los Angeles
3	Brooklyn Heights Park (future park)	318 N. Matthews Street, LA 90033	14	\$5,198,400	\$5,198,400	New Park	Construct a new 0.196 acre park estimated at 318 N. Matthews Street in Boyle Heights
4	Allegheny Park (future park)*	11957 - 11961 Allegheny Street, Los Angeles 91352	6	\$10,373,400	\$7,013,400	New Park	Construct a new 0.585 acre park 11957-19861 Allegheny Street in Sun Valley
5	David M. Gonzales Recreation Center	10943 Herrick Ave, Pacoima 91331	7	\$9,049,852	\$7,910,400	Renovate an Existing Park	Construct a new synthetic soccer field, ballfields refurbishment, basketball court, splash pad, shade structures, playground, fitness zone, picnic area, public art, recreation center renovation, parking lot, exterior restroom, and walking trail
6	Denker Recreation Center	1550 W. 35th Place, Los Angeles 90018	8	\$6,896,400	\$6,896,400	Renovate an Existing Park	Construct a new synthetic soccer field, playground, baseball field refurbishment, splash pad, fitness zone, picnic and open space areas, public art, recreation center improvements, plaza, shade structures, and walking path
7	El Sereno Arroyo Playground (park expansion)	5520 Concord Avenue, Los Angeles, CA 90032	14	\$2,583,000	\$2,184,000	Park Expansion	Expansion of the existing El Sereno Arroyo Playground
8	Elinor & Don Richardson Family Park	2700 S. Budlong Avenue, Los Angeles 90007	8	\$2,652,000	\$2,652,000	Renovate an Existing Park	Construct a new playground, fitness area, community meeting space/picnic area, basketball court refurbishment, shade structures, walking path, and creation of new public art fencing
9	Green Meadows Recreation Center	431 E. 89th Street, Los Angeles 90003	9	\$8,088,000	\$7,638,000	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, exterior restroom, refurbishment of basketball court, fitness area, playground, ballfields, shade structures, walking trail, and picnic area
10	Hazard Park	2230 Norfolk Street, Los Angeles 90033	14	\$8,144,600	\$7,827,600	Renovate an Existing Park	Construct a new synthetic soccer field, plaza, shade structures, playground, exterior restroom, walking paths, fitness area, amphitheater, public art, dog park, and picnic area; reconfigure and expand parking lot, redesign ballfields and recreation renovation
11	Hoover Recreation Center	1010 W. 25th Street, Los Angeles 90007	1	\$6,511,200	\$6,511,200	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, children's area, open space and picnic area, basketball court, public art, and walking trail; expand playground, fitness areas, shade structures, and recreation center renovation
12	Lincoln Heights Recreation Center	2303 Workman Street, Los Angeles 90031	1	\$4,843,300	\$4,843,300	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area, fitness zone, basketball court, public art, parking lot, recreation center renovation, shade structures, and walking trail; expand existing playground
13	Oakwood Recreation Center	767 California Avenue, Venice 90291	11	\$5,976,000	\$5,976,000	Renovate an Existing Park	Construct a new playground, walking path, public art, exterior restroom; fitness zone, shade structures, refurbish baseball fields and basketball court, picnic area, recreation center renovation
14	Rancho Cienega Sports Complex	5001 Obama Blvd. (formerly Rodeo Rd.), Los Angeles 90016	10	\$9,865,000	\$8,500,000	Renovate an Existing Park	Construct new multipurpose fields, passive park play area, refurbish existing tennis courts and basketball courts, upgraded lighting throughout park, accessible paths, picnic area and tree planting.
15	Reseda Park	18411 Victory Boulevard, Reseda 91335	3	\$8,340,000	\$8,340,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, picnic area, walking trail with fitness circuit, exterior restroom, recreation center renovation; shade structures, refurbish baseball fields expand parking lots
16	Rio De Los Angeles State Park	1900 N. San Fernando Road, Los Angeles 90065	1	\$8,186,000	\$8,186,000	Renovate an Existing Park	Construct new synthetic multipurpose (soccer/football) field, synthetic soccer fields, shaded picnic area, resurface parking lot, and walking trail.
17	Sepulveda Recreation Center	8825 Kester Avenue, Panorama City 91402	6	\$7,860,000	\$7,860,000	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area with BBQ, exterior restroom, parking lot, playground, plaza, recreation renovation, tennis courts and walking path improvements, and public art
18	Shatto Recreation Center	3191 W. 4th Street, Los Angeles 90020	13	\$8,412,000	\$8,412,000	Renovate an Existing Park	Construct a new multipurpose field; basketball court; picnic area, playgrounds, fitness zone, shade structures, recreation center improvements, badminton courts, walking paths, and public art; refurbish tennis courts.
19	Studio City Recreation Center	12621 Rye Street, Studio City 91604	2	\$16,775,040	\$8,500,000	New Gym	Construct a new gymnasium with a full-size basketball court, multipurpose room, recreation office, kitchen, restrooms, and support facilities
20	Sylmar Park	13109 Borden Avenue, Sylmar, CA 91342	7	\$8,088,000	\$8,088,000	Renovate an Existing Park	Construct a new exterior restroom, amphitheater, basketball court, parking lot, fitness zone, picnic area, public art, skate park, volleyball court, recreation center renovation; baseball fields refurbishment
21	Wilmington Recreation Center	325 N. Neptune Ave., Wilmington 90744	15	\$8,184,000	\$8,184,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, parking lot, recreation center renovation, picnic area, fitness zone, exterior restroom, splash pad, public art, and walking trail; refurbish ball fields
<b>Total</b>				<b>\$167,656,842</b>	<b>\$144,704,700</b>		

\*All Projects include security cameras, security lighting, landscaping, tree planting, drinking fountains, and ADA improvements as-needed to comply with current code requirements

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:  
APPROVES THE FILING OF AN APPLICATION FOR VARIOUS PROJECTS (SEE EXHIBIT A ATTACHED) AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a Resolution of the City Council of the City of Los Angeles adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Initiative (LANI) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:  
Supports the filing of a grant application by LANI for THE WESTERN GAGE MEDIAN PARK;  
AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANI will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
3. Certifies that the City has, or will have, sufficient funds to operate and maintain the Western Gage Median Park project; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Land Trust (LANLT) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of a grant application by LANLT for THE WATTS CRESCENT; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANLT will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
3. Certifies that the City has, or will have, sufficient funds to operate and maintain the Watts Crescent project; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
LOS ANGELES NEIGHBORHOOD INITIATIVE  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement (“Agreement”) for Development, and/or Construction of New Park Areas in the City of Los Angeles is entered as of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, Department of Recreation and Parks (“RAP”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Board”) and the Los Angeles Neighborhood Initiative (“LANI”), a California non-profit public benefit corporation, (RAP together with LANI, the “Parties” and each a “Party”).

RECITALS

WHEREAS, LANI desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and,

WHEREAS, RAP supports the development of new parks (each a "Prospective Park") built by LANI, as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Prospective Parks and Improvements (defined below) for the benefit of the community once built by LANI and transferred to RAP for RAP ownership in accordance with the terms of this Agreement; and,

WHEREAS, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds to LANI in the Statewide Park Development and Community Revitalization Program ("Proposition 68 Statewide Park Program" or "Grant") in support of the development and construction of recreational facilities and/or other improvements ("Improvements") to be built upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and,

WHEREAS, if sufficient grant funds in the Grant are successfully awarded to LANI, LANI shall coordinate the development and construction of a Prospective Park on each Prospective Property, and, as indicated on Exhibit A, it is anticipated that the Prospective Properties will be owned or leased by RAP; and,

WHEREAS, LANI will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) LANI developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANI in partnership with local community organizations and RAP; (ii) LANI contracting for and overseeing the construction of the Improvements; and (iii) LANI identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property; and,

WHEREAS, RAP intends to become the owner or lessor and long-term steward of each Prospective Park, and RAP shall issue LANI a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, LANI expects that the Proposition 68 Statewide Park Program may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the Grant (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of LANI and RAP towards the shared goal of getting Prospective Parks built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and LANI and RAP wish to enter into this Agreement to establish the terms whereby LANI and the RAP shall work together on the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that LANI's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Grant funds being awarded for the construction and installation of the Improvements. Accordingly, LANI will initially use its good faith efforts to apply for grant funds under the Proposition 68 Statewide Park Program, and RAP shall use its good faith efforts to cooperate with LANI in such grant application process. LANI's present intention is to apply for those Grant funds identified on Exhibit A opposite the respective identified Prospective Properties. If those Grant funds are not awarded LANI will determine if other prospective funding sources may be available.

(a) Grant Applications. LANI shall be the applicant for grant applications for each of the Prospective Properties and will be responsible for the grant application process for each such properties. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment on such grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements upon completion of

the Improvements by LANI. The grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by LANI and the Contractor (defined below).

(b) Incorporation by Reference. The terms of LANI's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. In the event RAP agrees to an assignment of a Grant Agreement from LANI to RAP, the terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP understands that grant funding will be sought from the Proposition 68 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly acknowledges that LANI will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or thirty year land tenure requirement (as the case may be) of long term stewardship of the Prospective Property and Improvements (if more than

\$1,000,000 in Proposition 68\_Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by LANI or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew such requirement at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 68 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of LANI and RAP are attached hereto as Exhibits D and E, and each will be adopted by their respective governing bodies in substantially that form before the Proposition 68 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon

such earlier date as RAP or LANI terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by LANI and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANI in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which LANI, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. LANI or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.

4. Grant-writing. LANI will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.
  
5. Outreach. LANI, working closely with RAP and local community based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding each Prospective Property (“Outreach”). LANI shall use the results of the Outreach to develop a conceptual plan for the Improvements.
  
6. Development of Plans and Specifications. LANI, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through LANI-sponsored public workshops and other community outreach efforts. Following RAP’S review and LANI’s receipt of RAP’s written approval of the conceptual plan, LANI shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. LANI will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. LANI shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable

Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, as soon as RAP has control of the Prospective Property, RAP shall allow LANI, its employees and agents, access to the Prospective Property at no cost to LANI to install the Improvements pursuant to a Right of Entry agreement executed by LANI in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give LANI authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of any Grant Agreements, and applicable RAP standards and practices.
8. Selection of a Contractor; Installation of the Improvements. LANI will select a contractor ("Contractor"), based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any

performance period for installation of the Improvements specified in any Grant Agreement. LANI shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements. Without limitation, LANI shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
- (b) The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
- (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

(d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.

9. Payments. LANI will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, LANI shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANI and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of LANI. In the event that LANI shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to LANI, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all

expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by LANI to RAP on demand.

10. Construction Management. If no professional construction management firm is hired for the Improvements, LANI and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the Improvements, LANI shall pay (and/or obtain a waiver from the

City or County of Los Angeles) of all such Fees. LANI shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

13. Indemnification.

- (a) Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, LANI shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by RAP, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LANI's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LANI, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

14. Insurance. During the term of this Agreement and without limiting LANI's obligation to indemnify, hold harmless and defend RAP, LANI shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146). The insurance must: (1) conform to RAP's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 10/17) [v.3] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. LANI shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LANI during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- (b) For any claims related to this agreement, LANI's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
  - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - (d) LANI shall in all instances require their Contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from LANI that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that LANI shall not deliver such notice to RAP until LANI has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new punch-list for completion by LANI and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of

Recreation and Park Commissioners for final approval and acceptance. Upon approval by the Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to LANI. Upon receipt of the Acceptance Letter, LANI shall immediately remove all of its property from the Prospective Property and shall repair, at LANI'S cost, any damage to the Prospective Property caused by such removal or caused by LANI's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANI with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a "gift-in-place" from LANI. Prior to delivery by RAP of (1) the Acceptance Letter to LANI, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.

16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), (e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property), extend beyond installation of the Improvements by LANI and acceptance thereof by RAP. Accordingly, RAP'S delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of LANI's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 68 Statewide Park Program

Grant Agreement is awarded for installing Improvements on the Prospective Property. LANI and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANI.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANI shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. LANI shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANI shall also assign to RAP the right to any available remedies for latent defects. LANI shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that LANI shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANI, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by LANI during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board, in

accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.

19. Publicity. RAP and LANI agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify LANI in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
  
20. Termination. Any failure of LANI to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that LANI shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement. If such default is not capable of cure within such 15-day period, LANI shall have a

reasonable period of time to complete such cure if LANI promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by LANI, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

LANI shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite LANI'S good faith efforts, LANI is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If LANI successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements for the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable Proposition 68 Statewide Park Program Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is

consistent with the terms of any applicable Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any applicable Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any applicable Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any applicable Grant Agreement to the satisfaction of the grantor provided that such transfer is allowed under applicable City laws and regulations.

22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to LANI an original memorandum or notice of any such applicable Grant Agreement. LANI may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
23. CEQA Compliance. RAP shall work with LANI to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). LANI shall be responsible for all costs associated with the completion of said process and shall be identified as the “Lead Agency.”

24. Miscellaneous.

- (a) Any amendments to this Agreement must be in writing signed by LANI and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.
- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- (d) Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

*(Signature Page to Follow)*

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LOS ANGELES NEIGHBORHOOD LAND TRUST, a California non-profit public benefit corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Approved as to Form:  
MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

Date \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Council File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

DRAFT

**Exhibit A**

**Description of Prospective Properties  
and  
Funding Sources to be Pursued by LANI**

(List may be amended by mutual written consent of the parties)

<b>Project Name</b>	<b>Council District</b>	<b>Site Ownership</b>	<b>Funding Source</b>
Western-Gage	8	Owned by RAP	Proposition 68 Statewide Park Program

## Exhibit B – LAND TENURE REQUIREMENTS

### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

#### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. Provide #1 below.
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. Provide #2 below.
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). Provide #3 below.
- The land is not owned by the APPLICANT. The APPLICANT will do a "TURN-KEY" where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. Provide #4 below.

---

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. [orea.ca.gov](http://orea.ca.gov) provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See "Lease Agreement and TURN-KEY Agreements" at [parks.ca.gov/spp](http://parks.ca.gov/spp).

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

## Exhibit C – CEQA COMPLIANCE CERTIFICATION FORM



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Is the CEQA analysis complete?  Yes  No

What document was filed, or is expected to be filed for this project's CEQA analysis:  
(check one) Date complete/expected to be completed

Notice of Exemption (attach recorded copy if filed) \_\_\_\_\_

Notice of Determination (attach recorded copy if filed) \_\_\_\_\_

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature) Date AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

**Exhibit D**  
**LOS ANGELES NEIGHBORHOOD LAND TRUST BOARD RESOLUTION**

**Document Pending**

**Exhibit E**  
**DEPARTMENT OF RECREATION AND PARKS – CITY COUNCIL RESOLUTION**

**DRAFT**

**Document Pending**

**Exhibit F**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]**

**DRAFT**

**Document Pending**

**Exhibit G**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**SAMPLE CITY INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<hr/>	
<b>General Liability</b> _____	_____
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
<b>Pollution Liability</b>	_____
<input type="checkbox"/> _____	
<hr/>	
<b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<b>Crime Insurance</b>	_____
<hr/>	
<b>Other:</b> _____	
_____	
_____	
_____	
_____	

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
LOS ANGELES NEIGHBORHOOD LAND TRUST  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement (“Agreement”) for Development, and/or Construction of New Park Areas in the City of Los Angeles is entered as of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, Department of Recreation and Parks (“RAP”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Board”) and the Los Angeles Neighborhood Land Trust (“LANLT”), a California non-profit public benefit corporation, (RAP together with LANLT, the “Parties” and each a “Party”).

RECITALS

WHEREAS, LANLT desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and,

WHEREAS, RAP supports the development of new parks (each a “Prospective Park”) built by LANLT, as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Prospective Parks and Improvements (defined below) for the benefit of the community once built by LANLT and transferred to RAP for RAP ownership in accordance with the terms of this Agreement; and,

WHEREAS, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a “Grant Agreement”) to award grant funds to LANLT in the Statewide Park Development and Community Revitalization Program (“Proposition 68 Statewide Park Program” or “Grant”) in support of the development and construction of recreational facilities and/or other improvements (“Improvements”) to be built upon the prospective properties which are described in Exhibit A (each a “Prospective Property”), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and,

WHEREAS, if sufficient grant funds in the Grant are successfully awarded to LANLT, LANLT shall coordinate the development and construction of a Prospective Park on each Prospective Property, and, as indicated on Exhibit A, it is anticipated that the Prospective Properties will be owned or leased by RAP; and,

WHEREAS, LANLT will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) LANLT developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANLT in partnership with local community organizations and RAP; (ii) LANLT contracting for and overseeing the construction of the Improvements; and (iii) LANLT identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property; and,

WHEREAS, RAP intends to become the owner or lessor and long-term steward of each Prospective Park, and RAP shall issue LANLT a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, LANLT expects that the Proposition 68 Statewide Park Program may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the Grant (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of LANLT and RAP towards the shared goal of getting Prospective Parks built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and LANLT and RAP wish to enter into this Agreement to

establish the terms whereby LANLT and the RAP shall work together on the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that LANLT's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Grant funds being awarded for the construction and installation of the Improvements. Accordingly, LANLT will initially use its good faith efforts to apply for grant funds under the Proposition 68 Statewide Park Program, and RAP shall use its good faith efforts to cooperate with LANLT in such grant application process. LANLT's present intention is to apply for those Grant funds identified on Exhibit A opposite the respective identified Prospective Properties. If those Grant funds are not awarded LANLT will determine if other prospective funding sources may be available.
  - (a) Grant Applications. LANLT shall be the applicant for grant applications for each of the Prospective Properties and will be responsible for the grant application process for each such properties. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment on such grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an

assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements upon completion of the Improvements by LANLT. The grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by LANLT and the Contractor (defined below).

(b) Incorporation by Reference. The terms of LANLT's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. In the event RAP agrees to an assignment of a Grant Agreement from LANLT to RAP, the terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP understands that grant funding will be sought from the Proposition 68 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly acknowledges that LANLT will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or

thirty year land tenure requirement (as the case may be) of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 68\_Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by LANLT or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew such requirement at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 68 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of LANLT and RAP are attached hereto as Exhibits D and E, and each will be adopted by their respective governing bodies in substantially that form before the Proposition 68 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the

Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or LANLT terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by LANLT and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANLT in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which LANLT, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. LANLT or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be

contractually entitled to rely upon any Environmental Assessment that the other Party obtains.

4. Grant-writing. LANLT will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.
5. Outreach. LANLT, working closely with RAP and local community based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding each Prospective Property (“Outreach”). LANLT shall use the results of the Outreach to develop a conceptual plan for the Improvements.
6. Development of Plans and Specifications. LANLT, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through LANLT-sponsored public workshops and other community outreach efforts. Following RAP’S review and LANLT’s receipt of RAP’s written approval of the conceptual plan, LANLT shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. LANLT will provide two (2) sets of the Plans and Specifications to RAP signed by

a licensed landscape architect. LANLT shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, as soon as RAP has control of the Prospective Property, RAP shall allow LANLT, its employees and agents, access to the Prospective Property at no cost to LANLT to install the Improvements pursuant to a Right of Entry agreement executed by LANLT in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give LANLT authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of any Grant Agreements, and applicable RAP standards and practices.
8. Selection of a Contractor; Installation of the Improvements. LANLT will select a contractor ("Contractor"), based on the State of California's compliance

requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. LANLT shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements. Without limitation, LANLT shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
- (b) The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
- (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not

employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

(d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.

9. Payments. LANLT will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, LANLT shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANLT and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of LANLT. In the event that LANLT shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to LANLT, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim

giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by LANLT to RAP on demand.

10. Construction Management. If no professional construction management firm is hired for the Improvements, LANLT and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening

celebration of the Improvements, LANLT shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. LANLT shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

13. Indemnification.

- (a) Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, LANLT shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by RAP, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LANLT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LANLT, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition

to any other rights and remedies provided by law or under this Agreement.

This provision will survive expiration or termination of this Agreement.

14. Insurance. During the term of this Agreement and without limiting LANLT's obligation to indemnify, hold harmless and defend RAP, LANLT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146). The insurance must: (1) conform to RAP's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 10/17) [v.3] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. LANLT shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LANLT during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- (b) For any claims related to this agreement, LANLT's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
  - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - (d) LANLT shall in all instances require their Contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from LANLT that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that LANLT shall not deliver such notice to RAP until LANLT has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new punch-list for completion by LANLT and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of

Recreation and Park Commissioners for final approval and acceptance. Upon approval by the Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to LANLT. Upon receipt of the Acceptance Letter, LANLT shall immediately remove all of its property from the Prospective Property and shall repair, at LANLT'S cost, any damage to the Prospective Property caused by such removal or caused by LANLT's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANLT with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a "gift-in-place" from LANLT. Prior to delivery by RAP of (1) the Acceptance Letter to LANLT, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.

16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), (e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property), extend beyond installation of the Improvements by LANLT and acceptance thereof by RAP. Accordingly, RAP'S delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of LANLT's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 68 Statewide Park Program

Grant Agreement is awarded for installing Improvements on the Prospective Property. LANLT and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANLT.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANLT shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. LANLT shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANLT shall also assign to RAP the right to any available remedies for latent defects. LANLT shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that LANLT shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANLT, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be

installed by LANLT during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.

19. Publicity. RAP and LANLT agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify LANLT in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
20. Termination. Any failure of LANLT to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default (“Event of Default”), provided that LANLT shall have a period of 15 business days from the date of written notice from RAP of

such failure within which to cure such default under this Agreement. If such default is not capable of cure within such 15-day period, LANLT shall have a reasonable period of time to complete such cure if LANLT promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by LANLT, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

LANLT shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite LANLT'S good faith efforts, LANLT is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If LANLT successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements for the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable Proposition 68 Statewide Park Program Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any applicable Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any applicable Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any applicable Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any applicable Grant Agreement to the satisfaction of the grantor provided that such transfer is allowed under applicable City laws and regulations.
22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to LANLT an original memorandum or notice of any such applicable Grant Agreement. LANLT may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
23. CEQA Compliance. RAP shall work with LANLT to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). LANLT shall be

responsible for all costs associated with the completion of said process and shall be identified as the “Lead Agency.”

24. Miscellaneous.

- (a) Any amendments to this Agreement must be in writing signed by LANLT and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.
- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles’s charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

*(Signature Page to Follow)*

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IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LOS ANGELES NEIGHBORHOOD LAND TRUST, a California non-profit public benefit corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Approved as to Form:  
MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

Date \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Council File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

DRAFT

**Exhibit A**

**Description of Prospective Properties  
and  
Funding Sources to be Pursued by LANLT**  
(List may be amended by mutual written consent of the parties)

<b>Project Name</b>	<b>Council District</b>	<b>Site Ownership</b>	<b>Funding Source</b>
Watts Crescent	15	Owned by RAP	Proposition 68 Statewide Park Program

## Exhibit B – LAND TENURE REQUIREMENTS

### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

#### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. Provide #1 below.
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. Provide #2 below.
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). Provide #3 below.
- The land is not owned by the APPLICANT. The APPLICANT will do a "TURN-KEY" where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. Provide #4 below.

---

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

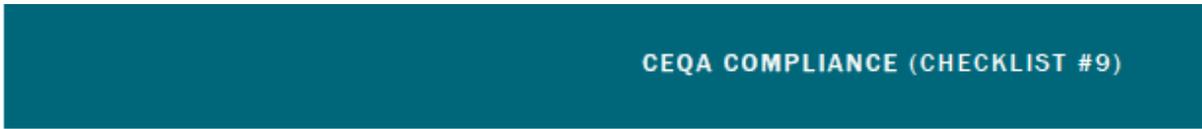
The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. [orea.ca.gov](http://orea.ca.gov) provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See "Lease Agreement and TURN-KEY Agreements" at [parks.ca.gov/spp](http://parks.ca.gov/spp).

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

## Exhibit C – CEQA COMPLIANCE CERTIFICATION FORM



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Is the CEQA analysis complete?  Yes  No

What document was filed, or is expected to be filed for this project's CEQA analysis:  
(check one) Date complete/expected to be completed

Notice of Exemption (attach recorded copy if filed) \_\_\_\_\_

Notice of Determination (attach recorded copy if filed) \_\_\_\_\_

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)                      Date                      \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

**Exhibit D**  
**LOS ANGELES NEIGHBORHOOD LAND TRUST BOARD RESOLUTION**

**Document Pending**

**Exhibit E**  
**DEPARTMENT OF RECREATION AND PARKS – CITY COUNCIL RESOLUTION**

**DRAFT**

**Document Pending**

**Exhibit F**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]**

**DRAFT**

**Document Pending**

**Exhibit G  
DEPARTMENT OF RECREATION AND PARKS –  
SAMPLE CITY INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<p>___ <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers <input type="checkbox"/> Jones Act</p>	<p>WC <u>Statutory</u></p> <p>EL _____</p>
<hr/>	
<p>___ <b>General Liability</b> _____</p> <p><input type="checkbox"/> Products/Completed Operations _____</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> Sexual Misconduct _____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<hr/>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)</p>	<p>_____</p>
<hr/>	
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p> <p>Discovery Period <u>12 Months After Completion of Work or Date of Termination</u></p>	<p>_____</p>
<hr/>	
<p>___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)</p> <p><input type="checkbox"/> All Risk Coverage _____</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> <p><input type="checkbox"/> Boiler and Machinery _____</p> <p><input type="checkbox"/> Builder's Risk _____</p> <p><input type="checkbox"/> _____</p>	<p>_____</p>
<hr/>	
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	<p>_____</p>
<hr/>	
<p>___ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b></p>	<p>100% of the contract price</p>
<hr/>	
<p>___ <b>Crime Insurance</b></p>	<p>_____</p>
<hr/>	
<p><b>Other:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

**David M Gonzales Recreation Center Improvements Survey**  
**Encuesta de Mejoras del Centro de Recreación David M Gonzales**

Please choose your top **THREE** priority improvements for this park:  
**TRES** mejoras prioritarias para este parque:

- Playground / Patio de Recreo
  - Sports Field Improvements / Mejoras en el Campo Deportivo
  - Park & Field Lighting / Iluminación del Parque y del Campo
  - Accessibility and Walking Paths / Accesibilidad y Senderos para Caminar
  - Splash Pad / Almohadilla de Salpicadura
  - Other (please describe) / Otro (por favor describa) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

To learn more about improvements to David M Gonzales Recreation Center or to be notified for future meetings, please contact Nate Hayward at (213) 202-5665 or [nate.hayward@lacity.org](mailto:nate.hayward@lacity.org).

Para obtener más información sobre las mejoras en David M Gonzales Recreation Center o para recibir notificaciones sobre futuras reuniones, comuníquese con Nate Hayward al (213) 202-5665 o [nate.hayward@lacity.org](mailto:nate.hayward@lacity.org).



# David M Gonzales Recreation Center



**PARK PROUD LA**







