

BOARD REPORT

NO. 19-223

DATE November 6, 2019

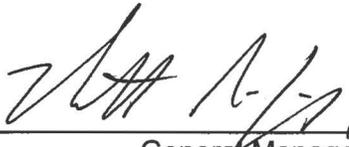
C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK – OUTDOOR PARK IMPROVEMENT (PRJ20495) (PRJ21330) PROJECT – MODIFICATION OF SCOPE – ALLOCATION OF QUIMBY FEES – COMMITMENT OF PARK FEES; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) [MINOR ALTERATIONS TO EXISTING PATHWAYS], CLASS 1(12) [OUTDOOR LIGHTING AND FENCING], CLASS 2(2) [REMOVAL AND REPLACEMENT OF EXISTING STRUCTURES WHERE THE NEW STRUCTURE WILL HAVE SUBSTANTIALLY THE SAME FUNCTION, SIZE AND CAPACITY], CLASS 3(6) [CONSTRUCTION OF ACCESSORY STRUCTURES TO EXISTING FACILITIES], CLASS 4(3) [NEW LANDSCAPING], CLASS 4(12) [MINOR TRENCHING AND REFILLING], AND CLASS 11(3) [INSTALLATION OF MINOR ACCESSORY STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(c), 15302(b), 15303(e), 15304(b), 15304(f) AND 15311 OF CALIFORNIA CEQA GUIDELINES

AP Diaz
H. Fujita
V. Israel

____ S. Piña-Cortez
____ *rc** C. Santo Domingo *DF*
____ N. Williams



General Manager *FR*

Approved _____ Disapproved _____ Withdrawn X

RECOMMENDATIONS

1. Approve the modification of the scope of work for the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project (Project), as described in the Summary of this Report;
2. Authorize Department of Recreation and Parks' (RAP) Chief Accounting Employee to authorize the transfer of Sixty Two Thousand, Nine Hundred Eighty Three Dollars (\$62,983.00) in Quimby Fees from the Quimby Account No. 89460K-00 to the Lafayette Park Account No. 89460K-LD;
3. Approve the allocation of Sixty Two Thousand, Nine Hundred Eighty Three Dollars (\$62,983.00) in Quimby Fees from the Quimby Account No. 89460K-LD to the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project;

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4. Authorize the Department of Recreation and Parks (RAP) staff to commit from the following fund and work order numbers, a maximum of Five Hundred Eighty Thousand Dollars (\$580,000.00) in Park Fees, for the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89716H	QT074563

5. Find that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(3) [Minor alterations to existing pathways], Class 1(12) [Outdoor lighting and fencing], Class 2(2) [Removal and replacement of existing structures where the new structure will have substantially the same function, size and capacity], Class 3(6) [Construction of accessory structures to existing facilities], Class 4(3) [New landscaping], Class 4(12) [Minor trenching and refilling] and Class 11(3) [installation of minor accessory structures] of City CEQA Guidelines and Article 19, Sections 15301(c), 15302(b), 15303(e), 15304(b), 15304(f) and 15311 of the California CEQA Guidelines; and,
6. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption (NOE).
7. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Lafayette Park is located at 625 South Lafayette Park Place in the Westlake area of the City. This 9.72-acre facility provides a variety of services and programs to the community, including basketball, soccer, tennis, gymnasium and community center, a skate park and two (2) children play areas. Approximately 32,020 City residents live within a one-half (1/2) mile walking distance of the park. Due to the facilities, features, programs and services it provides, Lafayette Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Lafayette Park has two (2) tennis courts located on the southern portion of the park adjacent to Wilshire Boulevard. On March 20, 2019, the Board of Recreation and Parks Commissioners (Board) approved the emergency use of a portion of the park for a temporary homeless shelter and storage facility for the homeless where the tennis courts are located (Report No. 19-062 Attachment 1) (Shelter Project).

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PROJECT SCOPE

Previously the Board approved the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project, which included the refurbishment of the existing turf, irrigation, landscaping, and the installation of related site amenities, improvement and renovation of the park's walking paths, renovation of the existing basketball courts and fencing, installation of new outdoor fitness equipment and upgraded outdoor lighting.

RAP's staff has determined that the the two (2) tennis courts need to be replaced with one tennis court and one futsal court and that both need to be relocated as a part of the Shelter Project, as defined in Board Report 19-062, and recommends that the scope of the Lafayette Park- Outdoor Park Improvement (PRJ20495) (PRJ21330) Project be modified to include the replacement of the two (2) existing tennis courts with one (1) tennis court and one (1) futsal court and adding additional skate features to the existing skate park area. The new tennis court will be located on the east side of the existing synthetic soccer field. The new futsal court will be located on the west side of the existing synthetic soccer field. The new tennis court would serve the needs of the tennis and badminton communities while the futsal court would serve the soccer player communities. New connective paths and site amenities such as benches and drinking fountains will be provided.

PROJECT FUNDING

Previously, the Board approved the allocation of Nine Hundred Sixty Two Thousand, Seven Hundred Two Dollars (\$962,702.00) in Quimby Fees for the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project (Report Nos. 11-005, 13-109, 14-300 and 17-249)(See attachments, 2, 3,4, and 5).

Upon approval of this Report, Sixty Two Thousand, Nine Hundred Eighty Three Dollars (\$62,983.00) in Quimby Fees can be transferred from the Quimby Account No. 89460K-00 to the Lafayette Park Account No. 89460K-LD and allocated to the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project.

Upon approval of this Report, Five Hundred Eighty Thousand Dollars (\$580,000.00) in Park Fees can be committed to the Lafayette Park – Outdoor Park Improvement (PRJ20495) (PRJ21330) Project.

These Quimby and Park Fees were collected within five (5) miles of Lafayette Park, which is the standard distance for the commitment and allocation of the Park Fees and Quimby Fees respectively for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

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FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Work Order	Amount	Percentage
Quimby Fees	302/89/89460K-LD	NA	\$1,025,685.00	58%
TFAR Funds	205/88/88RMDJ	NA	\$171,959.00	9%
Park Fees	302/89/89716H	QT074563	\$580,000.00	33%
Total			\$1,777,644.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the proposed Project. Construction of the proposed Project is anticipated to begin in February 2020.

TREES AND SHADE

Two Washingtonia robustas (Mexican Fan Palm) and two Washingtonia filiferas (California Fan Palm) will be removed for construction of the proposed Project. Eight new shade trees will be planted as a part of the Project. Species of trees to be determined with Recreation and Parks Forestry Division.

ENVIRONMENTAL IMPACT

The proposed Project consists of minor alterations to existing pathways; outdoor lighting and fencing; removal and replacement of existing structures where the new structure will have substantially the same function, size and capacity; installation of new landscape and irrigation; construction of new accessory structures and of installation of minor structures accessory to a park. As such staff recommends that the Board determine that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(3), Class 1(12), Class 2(2), Class 3(6), Class 4(3), Class 4(12) and Class 11(3) of City CEQA Guidelines as well as to Article 19, Section 15301(c), Section 15302(b) Section 15303(e), Section 15304(b), Section 15304(f) and Section 15311 of California CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

The authorization of this allocation of Quimby Fees and commitment of Park Fees will have no fiscal impact on RAP's General Funds. The estimated costs for the design, development, and construction/installation of the proposed park improvements are anticipated to be funded by Quimby Fees and Park Fees or funding sources other than the RAP's General Fund.

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The maintenance of the proposed park improvements can be performed by the current staff with no overall impact to existing maintenance services at this facility

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The refurbishment of the park and its amenities will increase accessibility and enhance the user's park experience.

This Report was prepared by Craig A Raines Landscape Architect, Planning Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) BR 19-062
- 2) BR 11-005
- 3) BR 13-109
- 4) BR 14-300
- 5) BR 17-249

APPROVED

MAR 20 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-062

DATE March 20, 2019

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK – PROPOSED EMERGENCY USE OF A PORTION OF THE PARK FOR A TEMPORARY HOMELESS SHELTER AND STORAGE FACILITY FOR THE HOMELESS FOR A PERIOD NOT TO EXCEED THREE (3) YEARS – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III CLASS 1(8) [MAINTENANCE OF EXISTING LANDSCAPING], CLASS 1(12) [OUTDOOR LIGHTING AND FENCING FOR SECURITY PURPOSES], CLASS 4(1) [MINOR GRADING ON LAND THAT OCCURS WITH A SLOPE OF LESS THAN 10%], CLASS 4(3) [NEW LANDSCAPING] AND CLASS 4(6) [TEMPORARY USE OF LAND THAT HAS NO PERMANENT EFFECT UPON THE ENVIRONMENT] OF CITY CEQA GUIDELINES AND TO ARTICLE 19, SECTIONS 15301(H) [MAINTENANCE OF EXISTING LANDSCAPING], 15303(3C) [NEW CONSTRUCTION OF A STORE, MOTEL, OFFICE, RESTAURANT OR SIMILAR COMMERCIAL STRUCTURE NOT EXCEEDING 10,000 SQUARE FEET IN FLOOR AREA ON SITES ZONED FOR SUCH USE, WHERE ALL NECESSARY PUBLIC SERVICES AND FACILITIES ARE AVAILABLE, AND THE SURROUNDING AREA IS NOT ENVIRONMENTALLY SENSITIVE], 15304(A) [GRADING ON LAND WITH A SLOPE OF LESS THAN 10 PERCENT], 15304(B) [NEW GARDENING OR LANDSCAPING], AND 15304(E) [MINOR TEMPORARY USE OF LAND HAVING NEGLIGIBLE OR NO PERMANENT EFFECTS ON THE ENVIRONMENT]

AP Diaz _____

V. Israel _____

fer

*R. Barajas *CSD* _____

S. Piña-Cortez _____

H. Fujita _____

N. Williams _____



 General Manager

Approved X
With Amendments

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Concur with the Los Angeles City Council's action of April 17, 2018 declaring a Homeless Shelter Crisis in the City of Los Angeles (Council File (CF) No. 15-1138-S33);
2. Find that the emergency use, for a temporary period not to exceed three (3) years, of a portion of the Department of Recreation and Park's (RAP) Lafayette Park (Exhibit A) located at 625 South Lafayette Place, Los Angeles, California 90057 (Los Angeles County Assessor's Parcel No. (APN) 5077-006-901), as a temporary homeless shelter and personal storage site (Project), is consistent with use of a portion of Lafayette Park (Exhibit

BOARD REPORT

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B) for park purposes;

3. Approve the proposed Project as further described in the Summary of this Report for a portion of Lafayette Park (Exhibit B), for a period not to exceed three (3) years;
4. Authorize the General Manager or designee to issue Temporary Right of Entry (TROE) Permits, as needed, to the Department of Public Works, Bureau of Engineering (BOE), Department of General Services (GSD) or other City Departments to conduct site preparation, utility installation, and construction and other works related to the installation of the proposed Project at Lafayette Park;
5. Authorize the General Manager or designee to issue a TROE Permit to the Los Angeles Homeless Services Authority and/or Chrysalis and/or any designated City Department for the operation, security and maintenance of the proposed Project for a period not to exceed three (3) years;
6. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA);
7. Direct Staff to file the Notice of Exemption (NOE) within five (5) working days of approval; and,
8. Direct RAP's Chief Financial Officer or designee to authorize a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for filing the NOE.

SUMMARY

Lafayette Park is a 9.72-acre park located at 625 South Lafayette Park Place, Los Angeles (Exhibit A) that is divided by Wilshire Boulevard into two separate parcels. The larger, northern parcel contains a multi-purpose building with an auditorium and various community rooms, basketball courts, a children's play area, picnic tables, and a lighted soccer field. An Arts and Recreation Center, which the Board of Recreation and Park Commissioners (Board) approved in 2017, is currently under construction in the northern parcel. The smaller, southern parcel contains two tennis courts and landscaping. This Project, when completed, will be located on the southern parcel and will include club rooms, activity rooms, offices, practice rooms, as well as a large ensemble and performance space for public music, theater, and community events.

Homeless Shelter Crisis Background

According to the 2018 Homeless Count released by the Los Angeles Homeless Services Authority (LAHSA), the City of Los Angeles has a homeless population totaling approximately 31,285 individuals, with approximately 22,887 of these considered to be unsheltered on any given night. The LAHSA also released a recent Housing Inventory Count (HIC) that shows that the City's current shelter inventory is approximately 7,646 beds, which includes emergency shelter and

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transitional housing programs. The limited number of shelter beds within the City, in conjunction with the current unsheltered population of approximately 22,887 individuals in any given night, demonstrates that there is currently a demand that surpasses the supply of the City's shelter inventory.

In April 17, 2018, the City Council (CF No. 15-1138-S33), with the support of the Mayor, unanimously voted to declare an emergency shelter crisis in the City of Los Angeles. With this declaration and pursuant to Los Angeles Municipal Code (LAMC) 12.80 and 12.81, shelters may now be established and operated on non-governmental property as well as property owned or leased by the City of Los Angeles in any zone without limits.

On May 30, 2018, Mayor Garcetti issued Executive Directive No. 24 which directed fifteen (15) City Departments to prioritize and facilitate the construction of temporary emergency homeless shelters also called Bridge Housing. Although, RAP was not one of the fifteen (15) City Departments named in the subject directive, RAP, with its over four hundred fifty (450) parks, has been asked to contribute to alleviating the emergency shelter crisis within the City of Los Angeles through the proposed Project.

It should be noted that RAP has a long history of being in the forefront of providing services and facilities during emergencies. In the last two (2) years alone, eighteen (18) recreation centers have been used/activated as emergency shelters. During this time period, over 2,600 people and 24 pets have been provided refuge from fires, hot and cold weather, floods, gas explosions, and extended power outages.

Proposed Bridge Housing/Emergency Crisis Center and Storage Site

The proposed Project is a temporary homeless shelter that will operate for up to three (3) years and will provide emergency shelter, hygiene, storage, food services and case management for homeless individuals. The proposed site is a triangle shaped parcel located at the south-east portion of RAP's Lafayette Park at 625 South Lafayette Park Place, Los Angeles, CA 90057 with APN 5077-006-901 (Exhibit B). This parcel measures approximately 30,127 square-feet and includes two (2) tennis courts, landscaping, twenty-five (25) trees and no parking. The Project is intended to serve the local homeless community within the surrounding Wilshire community and may require the removal of up to three (3) of the existing trees. Replacement trees will be planted onsite.

The proposed design (**Exhibit C-1**) is attached to this Report:

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One or more of the various Bureaus under the Department of Public Works and the Los Angeles Department of Water and Power will need access to the park to construct and install the emergency homeless shelter. Should the Board approve the proposed Project, temporary right of entry permits will be issued to the appropriate Departments to complete the work.

Operation of the Proposed Bridge Housing/Emergency Crisis Center and Storage Site

The Los Angeles Homeless Services Authority (LAHSA) will operate the proposed Bridge Housing/Emergency Crisis Center and Storage Site. It is an independent, joint powers authority created by the Mayor, Los Angeles City Council, and the Los Angeles County Board of Supervisors to coordinate and manage the various programs that provide shelter, housing, and services to homeless people throughout Los Angeles City and County.

Should the Board approve the proposed Project, temporary right of entry permits will be issued to LAHSA or its designated contractor or service provider to operate and maintain the center.

Historical Precedent for the Emergency Use of Dedicated Park Property

At the end of World War II, veterans returned home to Los Angeles to find a City with a critical shortage of available housing. This situation was not limited to Los Angeles and was actually a nationwide problem leaving local and federal officials scrambling to find solutions. In December 1945, the Federal Housing Authority made surplus military dwellings, such as Quonset huts and barracks, along with funds to convert these military dwellings to temporary domestic use available to the City of Los Angeles. The City only needed to provide the appropriate sites and utilities.

In January 1946, the city's housing authority was permitted to use a 160-acre tract within the approximate 4000 existing acres of Griffith Park. Up to 750 Quonset huts were converted into duplexes for 1500 family units to house an estimated total population of 6000 residents. This housing area was named the Roger Young Village in honor of war hero Roger Young who posthumously received the Congressional Medal of Honor for gallantry in action on the Solomon Islands in 1943.

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This use was challenged by Van Griffith, the son of Griffith J. Griffith, and then Los Angeles City Police Commissioner, when he filed an injunction to halt the project on the basis that the City acquired the land for a park purpose and should be used as a park in perpetuity. This case is referred to as *Griffith v. City of Los Angeles* (1947) 78 Cal. App. 2d 796. The appellate court concluded that the city had general authority under the charter to use the land for all proper park purposes regardless of what the state authorized and that the use contemplated by the veteran's house project was, in fact, a park purpose. The court's analysis further determined that the interference with recreational uses for the duration of the emergency was insignificant and inconsequential to justify interference by the courts. The court's ruling rejected the injunction and the project was completed.

Similarities with the current Emergency Shelter Crisis

In the Griffith case, the State Legislature declared a housing crisis in the state and directed that parks be considered as the best and most accessible sites for temporary emergency housing. As noted, the City Council with the support of Mayor, declared an emergency shelter crisis on April 17, 2018. The declaration also directed that all City owned property or leased property be used for emergency shelters.

In the Griffith case, the proposed use of a portion of Griffith Park for temporary emergency housing was three (3) years. The City Council's and Mayor's declaration also proposed the use of City owned or leased property for emergency shelters for a period of three (3) years.

In the Griffith case, the courts determined that the temporary emergency housing didn't interrupt any actual playground or other recreational facilities. The proposed Project location currently contains two (2) tennis courts, landscaping and three (3) trees that will be displaced by the Project. Fortunately, the Department's Shatto Recreation Center, which is located less than one (1) mile away, has four (4) tennis courts that are available for use. Echo Park Recreation Center, which is located less than two (2) miles away, also has six (6) tennis courts that are available for use. The Department, **will** obtain permits to utilize two (2) additional tennis courts at Belmont High School which is less than two (2) miles away. There is adequate landscaping within the rest of Lafayette Park and, in accordance with the design plans, the three (3) trees that will be displaced will be replaced with three (3) trees on site.

As previously noted, RAP has a long history of providing emergency services and facilities. In 1994, a 6.7 magnitude earthquake shook the San Fernando Valley. The earthquake's epicenter was located in Reseda. Fifty-eight (58) people were killed and over 9,000 were injured. More than 80,000 buildings throughout the region were destroyed. Over 125,000 people were displaced including over 20,000 within the City. The City's Mayor declared a state of emergency. With the assistance of the Red Cross, forty-four (44) emergency shelters/tent cities were erected at various open areas including many RAP parks. Approximately 14,000 people were provided emergency shelter.

BOARD REPORT

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ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of new construction of a store, motel, office, restaurant or similar commercial structure not exceeding 10,000 square-feet in floor area on sites zoned for such use, where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive. The project is comprised of a new single-story 7,200 square-foot modular tent structure on a City-owned parcel, located in the densely populated, highly urban Wilshire community, not adjacent to environmentally sensitive areas. The project scope also includes clearing of invasive shrubs and maintenance of existing landscaping; outdoor lighting and fencing for security purposes; minor grading on land with a slope of less than 10%; new landscaping and temporary use of land that has no permanent effect upon the environment. As such, Staff recommends that the Board determine that the project is exempt from CEQA pursuant to Article III, Class 1(8) [maintenance of existing landscaping], Class 1(12) [outdoor lighting and fencing for security purposes] and Class 4(1) [minor grading on land that occurs with a slope of less than 10%], Class 4(3) [new landscaping] and Class 4(6) [temporary use of land that has no permanent effect upon the environment] of the City CEQA Guidelines and pursuant to Article 19, Section 15301(h) [maintenance of existing landscaping], 15303(c) [new construction of a store, motel, office, restaurant or similar commercial structure not exceeding 10,000 square feet in floor area on sites zoned for such use, where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive] and 15304 (a) [grading on land with a slope of less than 10 percent], 15304(b) [new gardening or landscaping], and 15304(e) [minor temporary use of land having negligible or no permanent effects on the environment] of the California CEQA Guidelines.

FISCAL IMPACT STATEMENT

All costs related to the design, construction, and operation of the proposed Project are to be identified by the City Administrative Officer. None of RAP's General Funds are to be used for this Project.

This Report has been prepared by Cid Macaraeg, Senior Management Analyst II, Planning, Maintenance and Construction Branch

List of Attachment(s)

Attachment A – Site Plan

Attachment B – Area Plan

Attachment C -1– Proposed Design

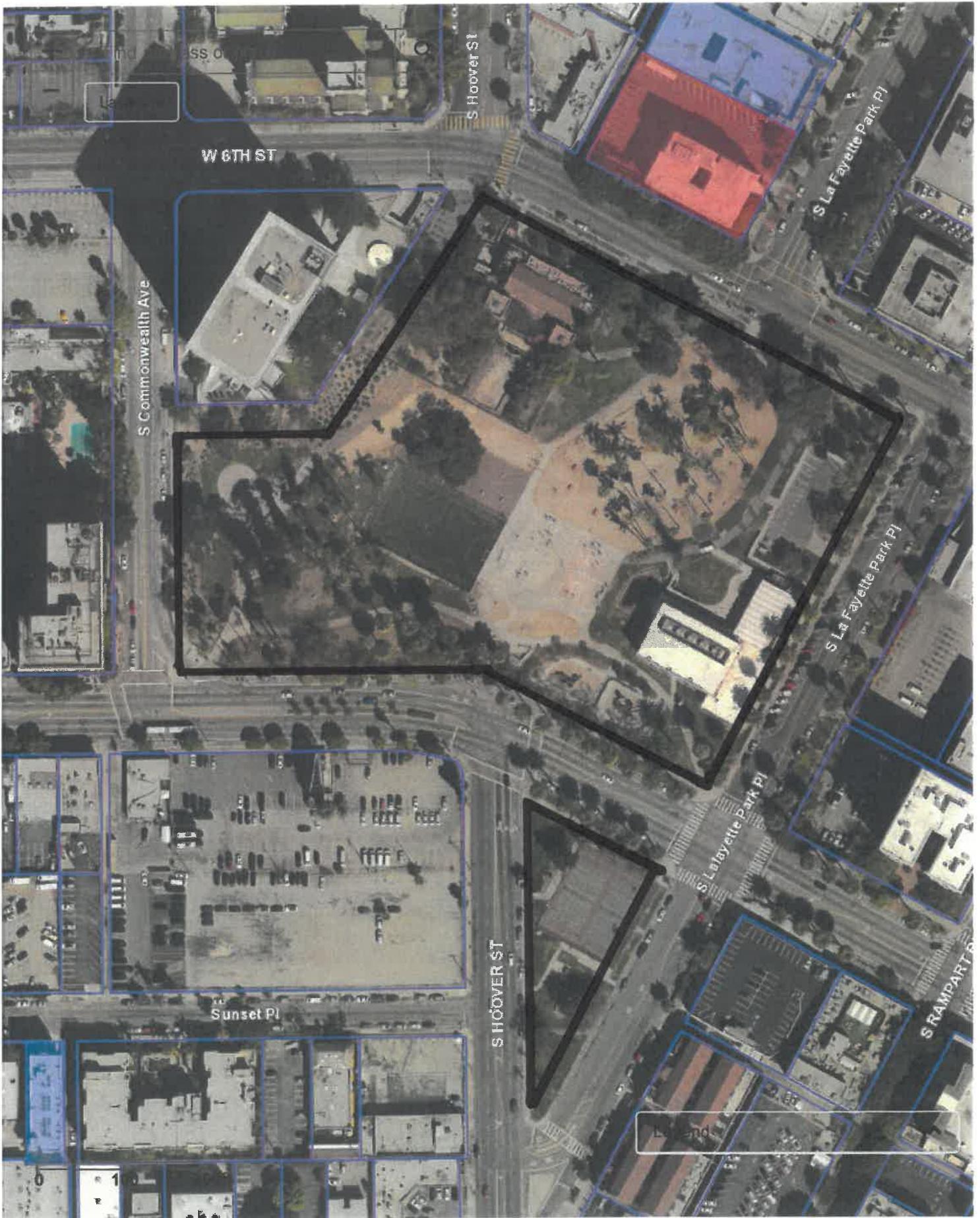


EXHIBIT A

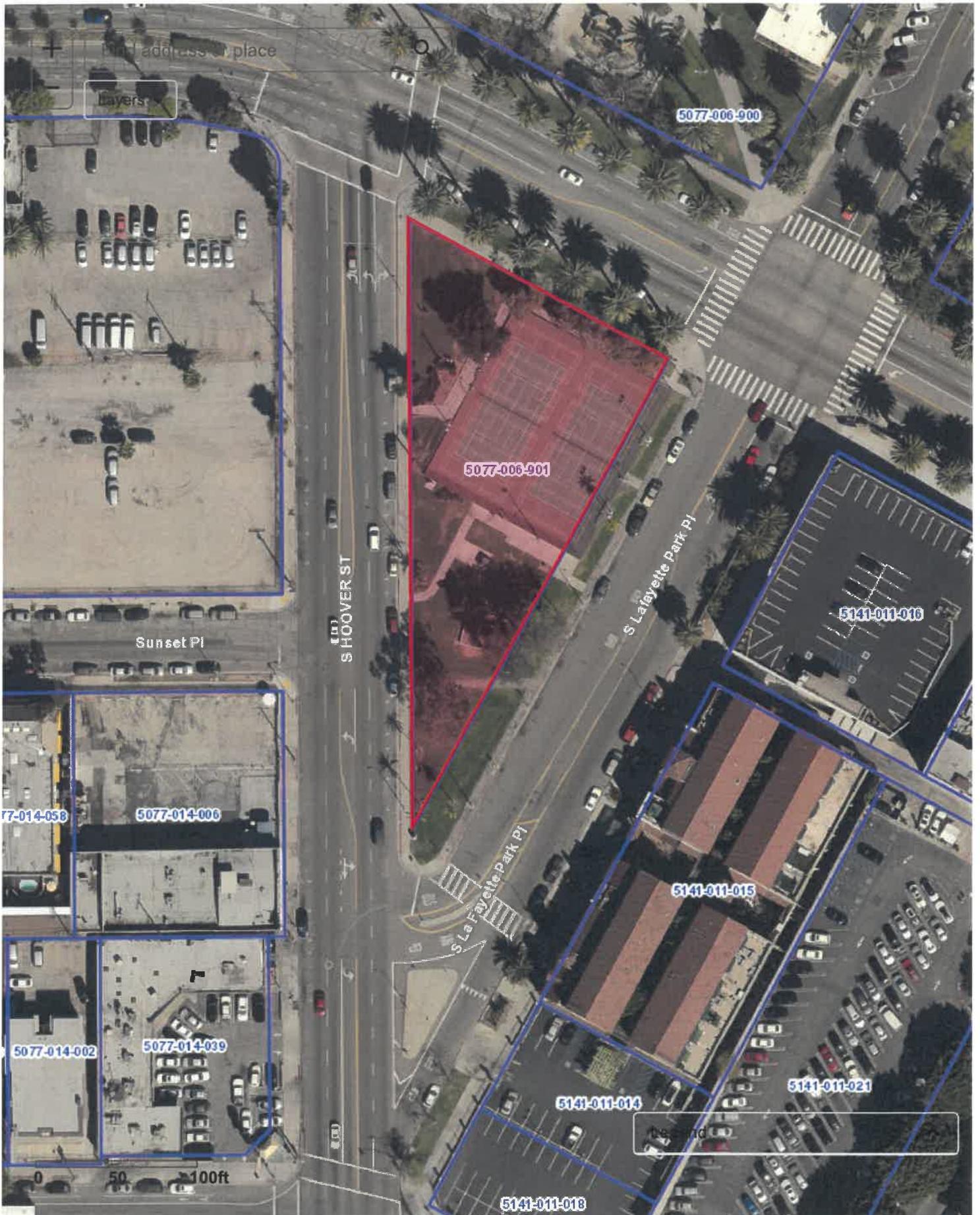
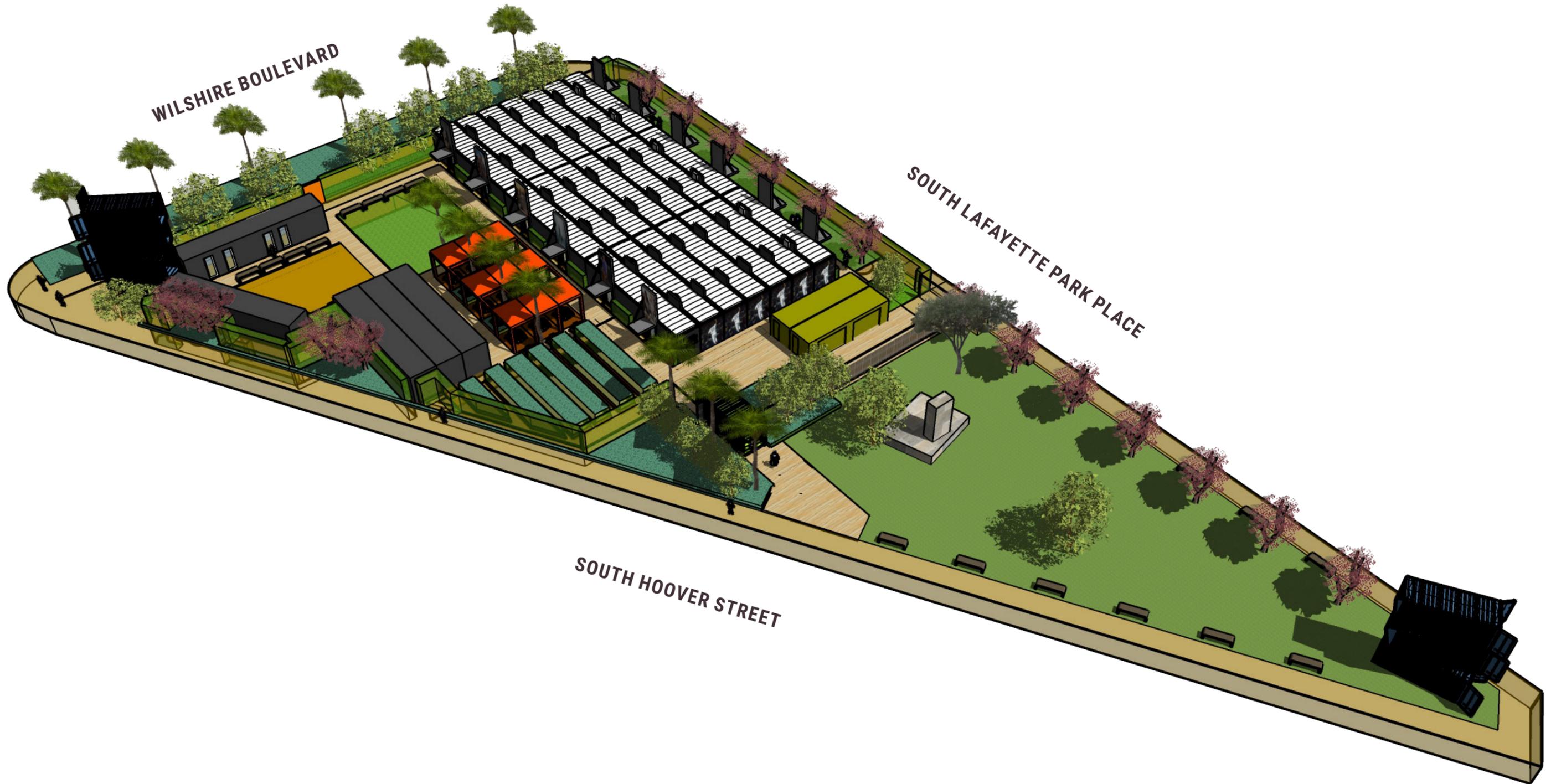
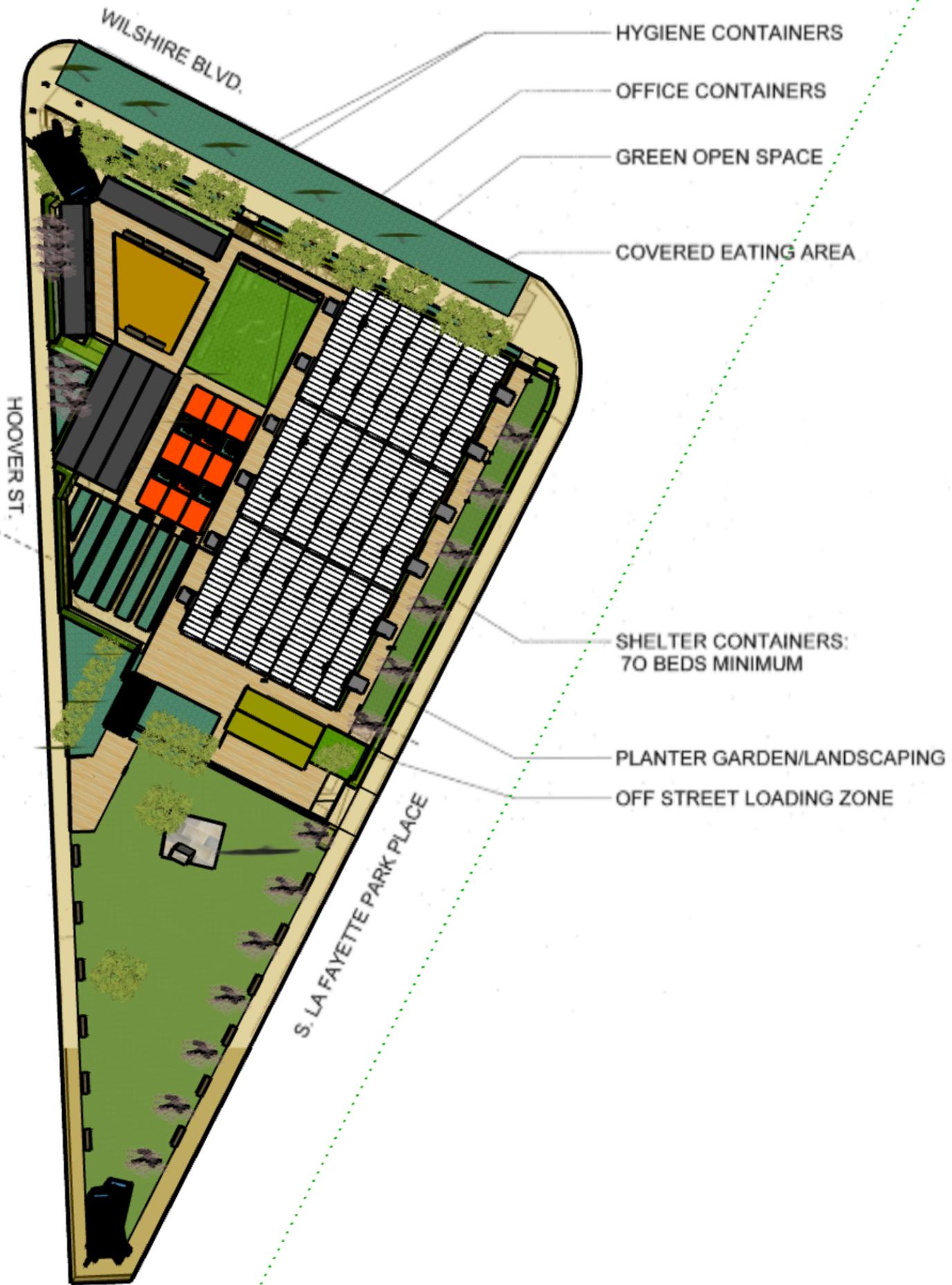


EXHIBIT B



AERIAL VIEW



REPORT OF GENERAL MANAGER

APPROVED

NO. 11-005

DATE January 5, 2011

JAN 05 2011

C.D. 10

BOARD OF RECREATION
and PARK COMMISSIONERS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK - OUTDOOR PARK IMPROVEMENTS (PRJ20495) -
ALLOCATION OF QUIMBY FEES

R. Adams	_____	F. Mok	_____
V. Israel	_____	K. Regan	_____
H. Fujita	_____	*M. Shull	<u><i>mf</i></u>
S. Huntley	_____		

Richard Israel for
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Authorize the Department's Chief Accounting Employee to transfer \$34,970 in Quimby Fees from the Quimby Fees Account No. 460K-00 to the Lafayette Park Account No. 460K-LD; and,
2. Approve the allocation of \$34,970 in Quimby Fees from Lafayette Park Account No. 460K-LD for the Lafayette Park – Outdoor Park Improvements project at, as described in the Summary of this report.

SUMMARY:

Lafayette Park is located at 625 South Lafayette Park Place in the Westlake area of the City. This 9.72 acre facility provides a variety of services and programs to the community, including baseball, basketball, soccer, gymnasium and community center, and a skate park. Due to the facilities, features, programs, and services it provides, Lafayette Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

REPORT OF GENERAL MANAGER

PG. 2

NO. 11-005

Department staff has determined that outdoor park improvements, including the refurbishment of the existing turf, irrigation, landscaping, and the installation of related site amenities, are necessary to meet the needs of the surrounding community.

Upon approval of this report, \$34,970 in Quimby Fees from the Quimby Fees Account No. 460K-00 can be transferred to Lafayette Park Account No. 460K-LD for the Lafayette Park – Outdoor Park Improvements project.

The total Quimby Fees allocation for the Lafayette Park – Outdoor Park Improvements project is \$34,970. These Fees were collected within two miles of Lafayette Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

Staff has determined that the subject project will consist of modifications to existing park facilities and placement of new accessory structures. Therefore, the project is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1(1, 3) and Class 11(3) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The approval of this allocation of Quimby Fees should not have any fiscal impact on the Department's General Fund, as the cost of this project is anticipated to be funded by Quimby Fees or funding sources other than the Department's General Fund.

This report was prepared by Darryl Ford, Management Analyst II, Planning and Construction Division.

APPROVED

REPORT OF GENERAL MANAGER

NO. 13-109

DATE May 1, 2013

MAY 01 2013
BOARD OF RECREATION
3 PARK COMMISSIONERS

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK – OUTDOOR PARK IMPROVEMENTS (PRJ20495)
PROJECT – ALLOCATION OF QUIMBY FEES

R. Adams _____
H. Fujita _____
V. Israel _____

K. Regan _____
*M. Shull ms
N. Williams _____

[Signature]
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Authorize the Department’s Chief Accounting Employee to transfer \$314,408.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Lafayette Park Account No. 89460K-LD; and,
2. Approve the allocation of \$314,408.00 in Quimby Fees from Lafayette Park Account No. 89460K-LD for the Lafayette Park - Outdoor Park Improvements (PRJ20495) project, as described in the Summary of this Report.

SUMMARY:

Lafayette Park is located at 625 South Lafayette Park Place in the Westlake area of the City. This 9.72 acre facility provides a variety of services and programs to the community, including baseball, basketball, soccer, gymnasium and community center, and a skate park. Lafayette Park is smaller than the “minimum desired acreage” for a Community Park, but meets the Public Recreation Plan’s definition of a Community Park as it is “designed to serve residents of all ages in several surrounding neighborhoods” and it features a “specialized” facilities (e.g. Recreation Center/Gymnasium Building that features expanded arts and recreational programming provided in partnership with Heart of Los Angeles (HOLA), Skate Park, Synthetic Turf Multi-Purpose Field, Tennis Courts) that are typically found in a Community Park and are designed to serve residents from a wide service radius.

REPORT OF GENERAL MANAGER

PG. 2

NO. 13-109

On January 5, 2011, the Board approved the allocation of \$34,970.00 in Quimby Fees for the Lafayette Park - Outdoor Park Improvements (PRJ20495) project (Board Report No. 11-005). The scope of the approved Lafayette Park - Outdoor Park Improvements (PRJ20495) project included the refurbishment of the existing turf, irrigation, landscaping, and the installation of related site amenities.

Department staff has determined that supplemental funding will be necessary for the completion of the project. Additionally, staff recommends that the scope of project be modified to include improvements and renovation of the park's sidewalks and walking paths, renovation of the existing basketball courts, fencing, and new outdoor fitness equipment.

Upon approval of this report, \$314,408.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to Lafayette Park Account No. 89460K-LD and allocated to the Lafayette Park - Outdoor Park Improvements (PRJ20495) project.

The total Quimby Fees allocation for the Lafayette Park - Outdoor Park Improvements (PRJ20495) project, including previously allocated Quimby funds, is \$349,378.00. These Fees were collected within two (2) miles of Lafayette Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

Staff has determined that the subject project is a continuation of an existing project approved on January 5, 2011 (Board Report No. 11-005) that is exempted from CEQA [Class 1(1,3) and Class 11(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT:

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department as the implementation of the proposed park capital improvements will not increase the level of daily maintenance required at this facility.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the Department's General Fund.

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance services.

This report was prepared by Darryl Ford, Management Analyst II, Planning, Construction, and Maintenance Branch.

APPROVED

DEC 10 2014

**BOARD OF RECREATION
& PARK COMMISSIONERS**

REPORT OF GENERAL MANAGER

NO. 14-300

DATE December 10, 2014

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK - OUTDOOR PARK IMPROVEMENTS (PRJ20495)
PROJECT - ALLOCATION OF QUIMBY FEES

R. Adams	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>GSP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the scope of the Lafayette Park - Outdoor Park Improvements (PRJ20495) project, as described in the Summary of this Report;
2. Authorize the Department's Chief Accounting Employee to transfer \$192,024.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Lafayette Park Account No. 89460K-LD;
3. Approve the allocation of \$192,024.00 in Quimby Fees from Lafayette Park Account No. 89460K-LD for Lafayette Park - Outdoor Park Improvements (PRJ20495) project, as described in the Summary of this Report; and,
4. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Board Report.

SUMMARY:

Lafayette Park is located at 625 South Lafayette Park Place in the Westlake area of the City. This 9.72 acre facility provides a variety of services and programs to the community, including baseball, basketball, soccer, gymnasium and community center, and a skate park. Due to the facilities, features, programs, and services it provides, Lafayette Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Board has approved the allocation of a total of \$349,378.00 in Quimby Fees for the Lafayette Park - Outdoor Park Improvements (PRJ20495) project (Board Report Nos. 11-005

REPORT OF GENERAL MANAGER

PG. 2 NO. 14-300

and 13-109). The scope of the approved Lafayette Park - Outdoor Park Improvements (PRJ20495) project includes the refurbishment of the existing turf, irrigation, landscaping, and the installation of related site amenities, improvement and renovation of the park's sidewalks and walking paths, renovation of the existing basketball courts and fencing, and installation of new outdoor fitness equipment.

Department staff has determined that outdoor lighting renovations are necessary as a part of the project and recommends that the scope of the project be modified to include the renovation of existing outdoor park lighting. Department staff has determined that supplemental funding will be necessary for the completion of the project.

Upon approval of this report, \$192,024.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to Lafayette Park Account No. 89460K-LD and allocated to the Lafayette Park - Outdoor Park Improvements (PRJ20495) project.

The total Quimby Fees allocation for the Lafayette Park - Outdoor Park Improvements (PRJ20495) project, including previously allocated Quimby funds, would be \$541,402.00. These Fees were collected within two miles of Lafayette Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

Staff has determined that the subject project is a continuation of an existing project approved on January 5, 2011 (Board Report No. 11-005) that is exempted from CEQA [Class 1(1,3) and Class 11(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT:

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department as the implementation of the proposed park capital improvements will not increase the level of daily maintenance required at this facility. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance services.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the Department's General Fund.

This report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.

APPROVED

DEC 14 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-249

DATE December 13, 2017

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK – OUTDOOR PARK IMPROVEMENT (PRJ20495)
PROJECT – MODIFICATION OF SCOPE – ALLOCATION OF QUIMBY FEES

AP Diaz	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>VSD</u>	S. Pifia-Cortez	_____
H. Fujita	_____	N. Williams	_____

Ramon Barajas FOR

 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the modification of the scope of work for the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project, as described in the Summary of this Report;
2. Authorize Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer \$421,300.00 in Quimby Fees from the Quimby Account No. 89460K-00 to the Lafayette Park Account No. 89460K-LD;
3. Approve the allocation of \$421,300.00 in Quimby Fees from the Lafayette Park Account No. 89460K-LD to the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Lafayette Park is located at 625 South Lafayette Park Place in the Westlake area of the City. This 9.72 acre facility provides a variety of services and programs to the community, including baseball, basketball, soccer, gymnasium and community center, a skate park, and two (2) play areas. Approximately 32,020 City residents live within a one-half (1/2) mile walking distance of the park. Due to the facilities, features, programs, and services it provides, Lafayette Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Lafayette Park has two (2) playgrounds, a 2-5 year old play area and a 5-12 year old play area, located on the southeast portion of the park adjacent to Wilshire Boulevard. The play areas are adjacent to one another. The 5-12 year old play area is located on a higher grade than the 2-5 year play area and the two (2) play areas are separated by a fence. On October 18, 2017, the

BOARD REPORT

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Board of Recreation and Parks Commissioners (Board) approved a Gift Agreement with the Los Angeles Parks Foundation relative to the replacement of the 2-5 year old play area (Report No. 17-220).

PROJECT SCOPE

The scope of the approved Lafayette Park – Outdoor Park Improvement (PRJ20495) Project includes the refurbishment of the existing turf, irrigation, landscaping, and the installation of related site amenities, improvement and renovation of the park's sidewalks and walking paths, renovation of the existing basketball courts and fencing, installation of new outdoor fitness equipment and outdoor lighting renovations.

RAP's staff has determined that the replacement of the existing 5-12 year old play area is necessary as a part of the project and recommends that the scope of the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project be modified to include the replacement of the 5-12 year old play area. The new 5-12 year old play area will include climbers, slides, crawl tunnels, transfer stations with safety rails, bridges, play panels, integrated shade toppers, swings, game tables, rubberized surfacing, and the installation of new outdoor instruments for music play that includes Tuned Drums, Contrabass Chimes, Swirl Chimes and Imbarimba. The instruments are constructed of durable, all weather materials, and are designed to promote creativity and stress relief while stimulating auditory and tactile experiences. The new playground will be installed within the same location of existing 5-12 year old play area and will occupy 1,670 square feet. RAP's staff has determined that supplemental funding will be necessary for the completion of the project.

PROJECT FUNDING

Previously, the Board approved the allocation of \$541,402.00 in Quimby fees for the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project (Report Nos. 11-005, 13-109 and 14-300).

Upon approval of this report, \$421,300.00 in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Lafayette Park No. 89460K-LD and will be allocated to the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project.

The total Quimby Fees allocation for the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project, including previously allocated Quimby funds, would be \$962,702.00.

These Quimby Fees were collected within five (5) miles of Lafayette Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

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FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-LD	\$962,702.00	100%
Total		\$962,702.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of Lafayette Park – Outdoor Park Improvement (PRJ20495) Project.

Construction of the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project began in February 2011.

TREES AND SHADE

The approval of this Project will have no impact on existing trees at Lafayette Park. New shade will be added with the installation of the new 5-12 year old play area, as the new play area includes integrated shade toppers.

ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that the subject project is a continuation of an existing project approved on January 5, 2011 (Board Report No. 11-005) that is exempted from CEQA [Class 1(1,3) and Class 11(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department.

The estimated costs for the design, development, and construction of the Lafayette Park – Outdoor Park Improvement (PRJ20495) Project is anticipated to be funded by Quimby Fees or funding sources other than the Department's General fund. Funding for the maintenance cost of the new outdoor fitness equipment will be requested through the Departments new and expanded facilities budget request process.

This Report was prepared by Meghan Luera, Management Analyst, Planning, Maintenance and Construction Branch.

APPROVED
OCT 18 2017

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS No. 17-220

DATE October 18, 2017

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK - AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION FOR THE INSTALLATION OF NEW PLAYGROUND EQUIPMENT; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11 (3) [PLACEMENT OF MINOR STRUCTURES] OF THE CITY CEQA GUIDELINES (~~ISSUANCE OF EXEMPTIONS IN ACCORDANCE WITH THE CITY CEQA GUIDELINES~~)

* AP Diaz		V. Israel	_____
R. Barajas	_____	S. Pina-Cortez	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed project at Lafayette Park (Park) consisting of the removal of existing playground equipment, site preparation, and installation of new playground equipment at Lafayette Park, through funding secured by the Los Angeles Parks Foundation (LAPF);
2. Approve a proposed Gift Agreement (Agreement), attached to this Board report, with the LAPF, a California non-profit organization, specifying the terms and conditions for the installation and donation of new playground improvements valued up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00) for the Park;
3. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (3) of the City CEQA Guidelines, and direct Department of Recreation and Parks staff to file a Notice of Exemption;
4. Authorize the Recreation and Parks (RAP) Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
5. Direct the Board Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;

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7. Authorize RAP Planning, Maintenance and Construction Branch staff to, upon approval of the Agreement, to issue a right of entry (ROE) permit to its contractors, allowing access to Lafayette Park to construct and install the improvements in accordance with the terms and conditions of the proposed Agreement;
8. Authorize staff to recognize the efforts of the family who led fundraising efforts resulting in the many donations from the community comprising the contribution to the LAPF, through the installation of a plaque naming the new playground the "Lionel Murray Playground", in memory of the Murray family's deceased child, in accordance with the Department of Recreation and Parks Sponsorship Recognition Policy; and,
9. Upon completion of the improvements, accept them as a gift to the City of Los Angeles, subject to post-development inspections by RAP.

SUMMARY

Lafayette Park (Park) is located at 625 South Lafayette Park Place, Los Angeles, California 90057, and is in need of a new playground to replace the existing playground. LAPF has received multiple donations from the local community amounting to Two Hundred Ten Thousand Dollars (\$210,000.00), for the installation of a new playground at the Park. The playground will be primarily for the use and enjoyment of children up to five (5) years of age.

Pacific Park & Playground/Little Tikes, the contractor chosen by RAP, will construct and/or install the proposed improvements pursuant to designs and specifications approved by RAP Planning, Maintenance, and Construction Branch (PMC). The project is anticipated to be completed in the fall of 2017. The new playground equipment will be purchased from, and installed by, existing vendors and on-call contractors already under contract with RAP, respectively. The project will be managed by PMC pursuant to plans and specifications prepared and approved by RAP, and the LAPF as fiscal recipient of the donations will pay the vendors and contractors under direction and guidance from PMC. The LAPF will then donate the improvements to RAP as a gift to the City, in accordance with the terms and conditions of the proposed gift agreement attached to this Board report.

This report and proposed gift agreement provide for the Board's acceptance of the donated improvements as a gift to the City, estimated in value up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00), subject to the completion of post-development inspections by PMC staff.

There will be a plaque placed on the fence of the small children's playground naming the playground the Lionel Murray Playground, in memory of a child who passed away recently. The family of Lionel Murray led the funding campaign that resulted in the many donations from the community.

BOARD REPORT

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ENVIRONMENTAL IMPACT STATEMENT

The proposed project involves the acceptance of a donation to replace an existing playground with new equipment in an existing park. RAP staff recommends that the Board determine that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (3) (placement of minor structures) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT:

The installation of the proposed Improvements will not have any fiscal impact on RAP's General Fund, as associated costs will be funded entirely by LAPF through donations received from the community.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES PARKS FOUNDATION
FOR THE INSTALLATION OF A NEW PLAYGROUND
AT
LAFAYETTE PARK**

This AGREEMENT ("AGREEMENT") is entered into this ___ day of _____ 20___, ("EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (collectively, "CITY"), and the Los Angeles Parks Foundation ("LAPF"), a California 501(c)(3) non-profit corporation. CITY and LAPF may be referred to herein individually as "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly referred to as Lafayette Park ("PARK"), located at 625 South Lafayette Park Place, Los Angeles, California 90057; and,

WHEREAS, CITY desires to have various improvements constructed and/or installed at the PARK, generally consisting of the purchase and installation of new playground equipment to replace existing play equipment in need of upgrade (collectively referred to as "IMPROVEMENTS"), for the benefit and enjoyment of children up to five years of age, pursuant to plans and specifications ("PLANS") approved by RAP's Planning, Maintenance and Construction Branch ("PMC") in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, LAPF has received multiple donations from various donors ("DONORS"), in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00), to fund the proposed IMPROVEMENTS valued up to Two Hundred Ten Thousand Dollars (\$210,000.00); and,

WHEREAS, RAP has agreed to enter into contracts with licensed contractors and vendors (collectively "CONTRACTORS") for the construction of the IMPROVEMENTS ("PROJECT"), at no cost to the CITY, pursuant to the PLANS approved by PMC; and,

WHEREAS, LAPF has agreed to pay such CONTRACTORS under guidance and direction from PMC, and donate the completed IMPROVEMENTS as a gift to the CITY ("GIFT"), in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, CITY wishes to accept this GIFT upon completion of the IMPROVEMENTS, subject to PMC's performance of a post-development inspection to ensure that the PROJECT was performed in accordance with approved PLANS.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. Pursuant to this AGREEMENT, LAPF hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept such GIFT through its Board of Recreation and Parks Commissioners ("BOARD") at their meeting held on Date (Report No., 17-XXX)

2. PARTIES:

LAPF: Los Angeles Parks Foundation
Nursery House
2650 North Commonwealth Avenue
Los Angeles, CA 90027

CITY: City of Los Angeles
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012

3. FUNDING:

Prior to the commencement of any construction activities associated with the PROJECT, LAPF shall confirm to RAP in writing that all necessary funding to ensure the completion of the IMPROVEMENTS has been received by LAPF from DONORS. It is understood that LAPF has been awarded funding in the total amount of Two Hundred Ten Thousand Dollars (\$210,000.00) for purposes of completing the IMPROVEMENTS described herein, valued up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00).

The funding described above shall be used for the GIFT as follows:

- o Purchase of playground components; and,
- o Installation of new playground to replace the old one;

4. TERM AND TERMINATION:

A. The term of this AGREEMENT ("TERM") shall commence upon the date of execution of this AGREEMENT ("EFFECTIVE DATE"). Except for the continuing obligations of CITY set forth in this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained herein, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE or upon completion of the PROJECT, whichever occurs first. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to prior approvals by the BOARD and City Attorney.

B. LAPF may terminate this AGREEMENT, in their sole discretion, immediately upon written notice to CITY, and shall not be liable to CITY for any reason for terminating this AGREEMENT if:

1. CITY uses, or authorizes use of the PLANS or IMPROVEMENTS in any way not authorized under this AGREEMENT;
2. Construction/installation of IMPROVEMENTS has not begun within six (6) months from the EFFECTIVE DATE due to delays caused directly by CITY;
3. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
4. The IMPROVEMENTS cease to be operated by CITY, or CITY changes the use of the IMPROVEMENTS from their original intended use or CITY changes or restricts public access to the IMPROVEMENTS or charges a fee for use of the IMPROVEMENTS except as provided for in this AGREEMENT;
5. In the LAPF's sole opinion, IMPROVEMENTS or the activities held thereon, are determined to be harmful, degrading or diluting to the reputation of the LAPF, the LAPF name, or that of their affiliates;
6. LAPF, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,
7. CITY materially breaches any term or condition of this AGREEMENT.

C. This AGREEMENT shall be terminated if either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within forty (40) days, then the other party may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

5. DEVELOPMENT OF IMPROVEMENTS:

Subject to the termination and other provisions set forth in this AGREEMENT, LAPF agrees to pay all CONTRACTORS directly, as required for the completion of the IMPROVEMENTS.

A. Design and Location:

1. CITY shall prepare or cause to be prepared, and provide the design(s) for the IMPROVEMENTS ("PLANS").
2. IMPROVEMENTS shall be constructed on CITY owned property within the PARK, pursuant to the PLANS provided by PMC, in accordance with the schematic or rendering of IMPROVEMENTS attached hereto and incorporated herein by reference as Exhibit A.

B. Construction:

1. LAPF shall pay all costs for the removal of the old playground and construction of IMPROVEMENTS, pursuant to PLANS provided by RAP.
2. RAP shall be the lead agency with respect to construction activities and shall oversee the construction of IMPROVEMENTS, including the completion of environmental clearances and any other permit required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by RAP through funding secured by LAPF from DONOR.

6. POST-CONSTRUCTION:

- A. Upon completion of IMPROVEMENTS, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been performed pursuant to the approved PLANS, and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP's approval and/or acceptance of the completed IMPROVEMENTS, as confirmed in writing by the RAP General Manager or designee, and subsequent opening of the IMPROVEMENTS to the public, LAPF shall have no involvement with the use, operation, maintenance, landscaping, repair, insurance, or modifications of IMPROVEMENTS.
- C. It is understood by PARTIES that the IMPROVEMENTS shall generally be open to the public free of charge, subject to local rules, regulations, ordinances, and laws which may include provisions related to hours of operation, age limits, acknowledgement of risk by users of IMPROVEMENTS, and the prohibition of alcohol and illegal drugs.
- D. It is also understood by PARTIES that there shall generally be no limit to the use of the IMPROVEMENTS to any select group of persons; however, CITY may issue permit(s) for the use of IMPROVEMENTS by members of a group or organization for limited periods of time.

7. PUBLICITY:

- A. PARTIES shall acknowledge each other, and the DONOR, as co-contributors of the IMPROVEMENTS in written material(s), news releases, and related marketing or publicity materials, including but not limited to, an initial press conference and/or dedication ceremony;
- B. PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the IMPROVEMENTS, if determined to be necessary and appropriate;
- C. PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the IMPROVEMENTS, including that of the DONOR, subject to the terms and conditions of this AGREEMENT;
- D. CITY and LAPF acknowledges that each of the PARTIES' names, including the DONOR, and other intellectual property of CITY, LAPF and DONOR, have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of the LAPF name, and that of the DONOR, shall inure to the sole and exclusive benefit of LAPF, DONOR, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, LAPF further acknowledges and agrees that all use of the CITY name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of CITY, and LAPF agrees that LAPF and DONOR shall use the CITY name solely in accordance with the terms and conditions set forth in this AGREEMENT.
- E. PARTIES 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 the GIFT, the IMPROVEMENTS, and/or this AGREEMENT; and the use or promotion of IMPROVEMENTS; except as may be legally required by applicable laws, regulations, or judicial order.
 - (i) PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the IMPROVEMENTS. Further, any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of all the PARTIES;
 - (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding

source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;

- (iii) PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and LAPF; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LAPF, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
- (iv) LAPF agrees that any public release or distribution of information related to IMPROVEMENTS, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles
Department of Recreation and Parks,"

8. USE OF MARKS:

Notwithstanding any provision herein, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

9. NAME AND SIGNAGE:

- A. At the sole discretion of CITY, IMPROVEMENTS shall be officially named the "Lionel Murray Playground", as requested by LAPF and approved by the BOARD in accordance with RAP policy.
- B. DONOR shall be recognized for their generosity through appropriate signage at the IMPROVEMENTS in the form of a plaque acknowledging the GIFT, and conceptually conveying the following message mutually approved by PARTIES and the BOARD in accordance with RAP Policy:

LIONEL MURRAY PLAYGROUND
The City of Los Angeles Department of Recreation and Parks
thanks and acknowledges family and friends
for their generosity in remembrance of
Lionel James Murray

- C. LAPF shall have the right (but not the obligation) to place and remove its own logo(s) and/or trademark(s) on or around the IMPROVEMENTS, subject to the prior approval of CITY and pursuant to RAP policy and procedures.
- D. CITY shall maintain the right to use the IMPROVEMENTS name in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the LAPF or DONOR name in any manner that suggests LAPF is a sponsor or co-sponsor of any daily operations or events at the IMPROVEMENTS to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with IMPROVEMENTS during the TERM, without RAP's prior written approval.

10. REPRESENTATIONS AND WARRANTIES:

- A. LAPF represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein.
- B. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

11. INDEMNIFICATION:

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, LAPF undertake(s) and agree(s) to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the CITY, 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 LAPF 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by LAPF or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY.

12. INSURANCE:

A. Insurance by LAPF

LAPF shall be insured as a requirement of this AGREEMENT in the amount coverage(s) specified on Form 146R attached hereto as Exhibit B, and shall additionally insure the City of Los Angeles for the same coverage amounts. LAPF shall maintain during the term of this AGREEMENT evidence of insurance acceptable to City Administrative Officer, Risk Management, prior to LAPF and/or their CONTRACTORS' performance of this AGREEMENT.

B. City Self-Insurance Program

The CITY of Los Angeles is permissively self-insured for Workers' Compensation under California law. LA CITY self-administers, defends, settles and pays third party claims for injury, death or property damage. Protection under this program is warranted to meet or exceed five million dollars per occurrence.

13. BOOKS AND RECORDS:

LAPF and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and LAPF. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten (10) years from the date of the record.

Said records shall be subject to examination and audit by authorized CITY or LAPF personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three (3) years following the termination date of this AGREEMENT, upon five (5) business days advance written notice from the examining Party.

14. GENERAL:

A. Entire Agreement. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.

B. Relationship of Parties. PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party,

except as expressly provided herein. CITY and LAPF are independent contractors.

- C. No Joint Venture. Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LAPF shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LAPF represent themselves to be agent(s) of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LAPF the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- D. Governance. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.
- E. Notices. Any notices permitted or required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:

CITY: City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Division
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012

LAPF: Los Angeles Parks Foundation
Attn: Judith Kieffer, Executive Director
Nursery House
2650 North Commonwealth Avenue
Los Angeles, CA 90027

- F. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.
- G. No right, obligation, duty, benefit or promise of this Agreement, or any portion thereof, may be assigned by either party without the express written consent of the other party; provided that the LAPF may assign to an affiliate with prior written consent by CITY.

- H. CITY's use of IMPROVEMENTS shall be primary to any other use by any other party, including LAPF.
- I. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.
- J. It is the intent of the PARTIES that this AGREEMENT and the contributions contemplated hereby shall, for all purposes, be treated as a charitable contribution made to an organization organized and operated under Section 501 (c)(3) of the Code. It is intended that GIFT made by this AGREEMENT be used exclusively for charitable, religious, scientific or education purpose, as permitted to an organization organized and operated under Section 501 (c)(3) of the Code.
- K. The Recitals set forth at the beginning of this AGREEMENT of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the Recitals, if any, shall be deemed a part of this AGREEMENT.

15. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

Exhibit A: Schematic or rendering of Improvements

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year set forth below.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

LAPF:

LOS ANGELES PARKS FOUNDATION, a California 501(c)(3) non-profit, corporation

By: _____
President

By: _____
Secretary

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Schematic or rendering of Improvements



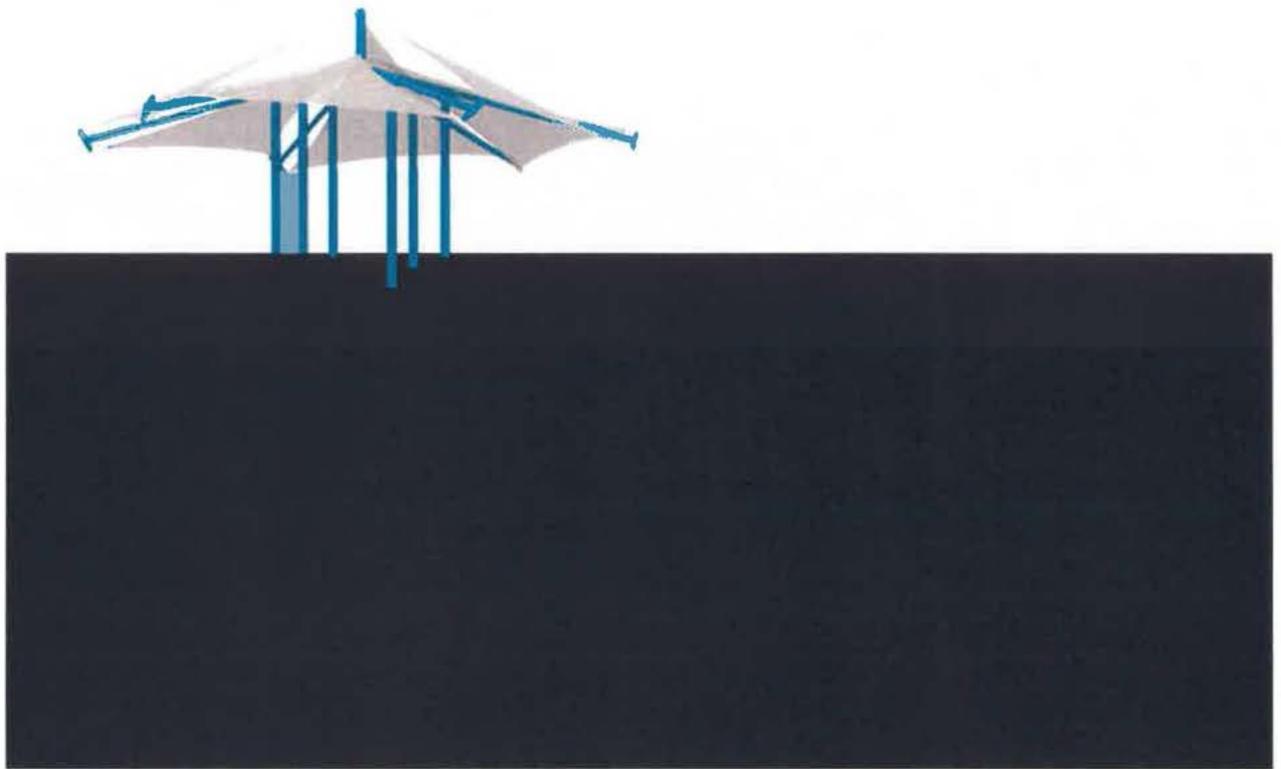


Exhibit B

Insurance Requirements and Instructions

Form 101-141 (Rev. 2/10)

Required Insurance and Minimum Limits

Agreement/Reference: For the installation of a new playground at Lafayette Park, CD10
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

Waiver of Subrogation in favor of City
Longshore & Harbor Workers Jones Act
WC Statutory
EL \$1,000,000

General Liability City of Los Angeles must be named as an Additional Insured \$1,000,000
Products/Completed Operations
Fire Legal Liability
with \$2,000,000 aggregate
Sexual Misconduct

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)
All Risk Coverage
Flood
Earthquake
Boiler and Machinery
Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other:
1) If a contractor has no employees and decides to not cover herself/himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at http://cac.facility.org/risk/InsuranceForms.htm
2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of the contract must adhere to the financial responsibility laws of the State of California

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS
(Share this information with your insurance agent or broker.)

1. **Agreement/Reference.** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit.** Normally no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval.** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by

your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal.** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions.** Coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information