

**APPROVED**  
MAR 20 2013  
BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 13-080

DATE March 20, 2013

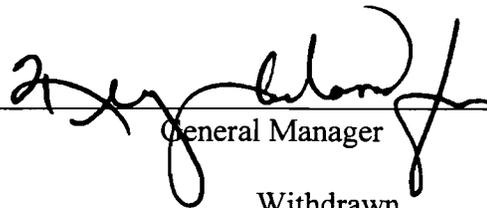
C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOU COSTELLO JR. RECREATION CENTER – GIFT AGREEMENT WITH THE LOS ANGELES CLIPPERS FOUNDATION FOR FACILITY IMPROVEMENTS

R. Adams	_____	K. Regan	_____
H. Fujita	_____	M. Shull	_____
*V. Israel	_____	N. Williams	_____

Approved \_\_\_\_\_

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

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed gift agreement (Agreement) with The Los Angeles Clippers Foundation (Foundation), a California non-profit organization, substantially in the form on file in the Board Office, specifying the terms and conditions for the refurbishment and/or installation of facility improvements (Improvements), valued up to \$131,271.30, at Lou Costello Jr. Recreation Center, located within Hostetter Park, at 3141 East Olympic Boulevard, as described herein, in the Summary, subject to the approval of the Mayor and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement, to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
4. Direct staff to request that Foundation enter into one or more contracts with licensed contractor(s) for the completion of the proposed Improvements, and to proceed in coordination with Department of Recreation and Parks (RAP) staff, pursuant to the terms and conditions of the proposed Agreement; and,

## REPORT OF GENERAL MANAGER

PG. 2

NO. 13-080

5. Upon completion of the installation of the Improvements, accept the Improvements as a gift to the City, and thank the Foundation accordingly for its generosity.

### SUMMARY:

Foundation has offered to donate to the City a gift of facility Improvements at Lou Costello Jr. Recreation Center. The proposed Improvements include the repair, resurfacing, and refurbishment of the outdoor basketball court(s), removal of existing exercise equipment and installation of five (5) new fitness zone apparatus, the removal of sand from the playground and installation of granite base subsurface material for the playground, and related repair, replacement and refurbishment of existing playground equipment, including painting, as described by the Project Proposal attached herein as Exhibit A. The Improvements have an estimated value of up to \$131,271.30, of which Foundation funded \$99,957.95 and the City \$31,313.35.

The Board's approval of this Report acknowledges the mutual agreement between RAP and the Foundation (Parties) to proceed with performance of said Improvements prior to the execution of the proposed Agreement, pursuant to project plans and specifications mutually approved by the Parties, due to Foundation's timing requirements associated with the expenditure of the allocated funding, and provides the Board's acceptance of the same upon completion and inspection as a gift to the City. The Agreement specifies the terms and conditions under which Foundation will construct the Improvements at no cost to the City.

Foundation will contract with Madrid Equipment Rental, Inc. (Madrid), a licensed contractor, making payments directly to Madrid. The contractor's access to the site will be authorized through a Right-Of-Entry permit issued by RAP. Pursuant to the terms and conditions of the Agreement, the construction and installation of the Improvements will be overseen jointly by RAP and Foundation.

### ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that this project consists of an agreement between RAP and Foundation for the refurbishment and improvement of existing facilities, and installation of accessory structures at an established public park. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1a, Class 1, Category 14 and Section 1k, Class 11, Category(s) 3 and 6 of the City CEQA Guidelines.

Staff discussed the project with the Assistant General Manager of the Operations Branch and the Superintendent of the Metro Region and each supports the project and concurs with staff's recommendations.

REPORT OF GENERAL MANAGER

PG. 3

NO. 13-080

FISCAL IMPACT STATEMENT:

This project will not have any fiscal impact on RAP's General Fund, as the major portion of the project costs for the Improvements will be funded and installed by the Foundation and City's portion through allocated Facility Maintenance and Repair funds.

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

Exhibit-A  
Project Proposal

MADRID EQUIPMENT RENTAL INC  
5150 Western Way Perris Ca 92571  
Phone# 951-683-4300 Fax# 951-683-4404  
License# 975725

## PROPOSAL

**PROPOSED TO:** Los Angeles Clippers  
**ATTENTION:** Denise  
**DATE:** February 7, 2013  
**PROJECT:** Castillo Park  
East Los Angeles, CA

### ONSITE CONSTRUCTION

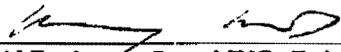
- > Remove all existing steel pipes and sand soils from work our equipment area.
- > (Install Granite base material where existing sand was removed)
- > Install 5 pieces of adult workout equipment (provided by clippers)
- > Construct AC overlay 1-1/2" thk over existing concrete located on basketball courts and to include layout and striping for 2 new basketball courts.
- > Install and supply 4 new in ground basketball hoops. Includes demo and new required footings, assembly and installation.
- > Provide sac & patch for existing curb surfaces w/ ardex application.
- > Provide Painting of existing surrounding fence at basketball courts.

**Total Contract Dollar Amount:**

**\$ 64,150.00**

**PROPOSAL PREPARED BY:** Michael Madrid Jr

*Valid for 30 days*

  
\_\_\_\_\_  
*Madrid Equipment Rental INC., Estimator*

**\*\*\* Upon acceptance of proposal Madrid needs a deposit of \$ 15,000.00 to order and secure all lists items to prevent any delays for the project.**

### Additional bid stipulations:

- A) Permits, Engineering, Soils report, Architectural drawings.
- B) All water, power and sanitation are to be supplied by others within reasonable distance to our work.
- C) No pumping of water or mucking of mud is included in this bid.
- D) No blasting, or digging through granite or caliche is included.
- E) Any rocks larger than 6" inches may constitute an extra charge for enlarged footings.
- F) All extra work will not start until we have a signed CCD with an approved price on it.
- G) No special consideration of any protected or endangered animal or insect species is included. All costs related to such organisms shall be the work of others in whole. Delays in the work related to this topic may warrant extra fees.
- H) This bid is based on (2) two move-ins any extra move-ins will be at \$ 1,500.00/ move-on.

**Signature of Acceptance:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Thanks for the opportunity to do business together.**