

**REGULAR MEETING AGENDA**  
**BOARD OF RECREATION AND PARK COMMISSIONERS**  
**OF THE CITY OF LOS ANGELES**

**Wednesday, June 7, 2017 at 9:30 a.m.**

**EXPO Center Comrie Hall**  
**3980 South Bill Robertson Lane**  
**Los Angeles, CA 90037**

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SYLVIA PATSAOURAS, PRESIDENT  
LYNN ALVAREZ, VICE PRESIDENT  
MELBA CULPEPPER, COMMISSIONER  
PILAR DIAZ, COMMISSIONER  
MISTY M. SANFORD, COMMISSIONER

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EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Come Dive In With Us – Department of Recreation And Parks Citywide Aquatics – Summer Swim Season 2017

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of May 17, 2017

3. NEIGHBORHOOD COUNCIL COMMENTS

- Discussion with Neighborhood Council Representatives on Neighborhood Council Resolutions or Community Impact Statements Filed with the City Clerk Relative to Any Item Listed or Being Considered on this Board of Recreation and Park Commissioners Meeting Agenda (Los Angeles Administrative Code 22.819; Ordinance 184243)

4. BOARD REPORTS

CONTINUED BOARD REPORT

17-134      South Los Angeles Wetlands Park – Lease Agreement with the Museum  
REVISED      Associates dba the Los Angeles County Museum of Art for the Use of a  
                         Portion of the South Los Angeles Wetlands for the Renovation and  
                         Rehabilitation of Building 71 and Operation of Proposed Museum;  
                         Consideration of the Final Environmental Impact Report (EIR), Findings,  
                         Statement of Overriding Considerations and Accompanying Mitigation  
                         Measures, and Mitigation Monitoring and Reporting Program for the South  
                         Los Angeles Wetlands Park Project EIR (SCH No. 2007051122)

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- 17-136 EXPO Center – Donation from the Friends of EXPO Center for Youth Job Corps Program
- 17-137 Golf Division – Status Report on Golf’s Fourth, Fifth and Sixth Years as a Special Fund Operation; Allocation of Fiscal Year 2013-14, Fiscal Year 2014-15, and Fiscal Year 2015-16 Golf Operating Income; Various Golf Matters
- 17-138 Green Meadows Recreation Center – First Amendment to Agreement No. 3491 with Children’s Institute, Inc. to Extend the Term of Said Agreement, for the Continued Operation and Maintenance of a Head Start Child Care and Development Program
- 17-139 Jackie Tatum/Harvard Recreation Center – First Amendment to Agreement No. 3492 with Children’s Institute, Inc. to Extend the Term of Said Agreement, for the Continued Operation and Maintenance of a Head Start Child Care and Development Program
- 17-140 Algin Sutton Recreation Center – First Amendment to Agreement No. 3493 with Children’s Institute, Inc. to Extend the Term of Said Agreement, for the Continued Operation and Maintenance of a Head Start Child Care and Development Program
- 17-141 Signature Authority as Acting General Manager and Acting Chief Accounting Employee
- 17-142 Anderson Memorial Senior Citizen Center – Mural Installation; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines (Modifications of an Existing Park Facility with No Expansion of Use)
- 17-143 Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project – Modification of Scope; Acceptance of Various Completed Projects – John Quimby Park – Play Area Renovation (PRJ20084) Project, John Quimby Park – Outdoor Park Improvements (PRJ20215) Project, Lanark Park – Park Renovation (PRJ20359) Project, Lanark Park – Skate Park (PRJ20748) Project, Reseda Park – Play Area Renovation (PRJ20661) Project; Reseda Park – Pool Improvements (PRJ20616) Project – Serrania Avenue Park – Outdoor Park Improvements (PRJ20086) Project, Serrania Avenue Park – Outdoor Park Improvements (PRJ1367A) Project, Tarzana Recreation Center – Building Improvement (PRJ20630) Project, Winnetka Recreation Center – Outdoor Park Improvements (PRJ20322) Project, Woodland Hills Recreation Center – Pool Improvements (PRJ20620) Project; Reallocation of Unexpended Quimby Funds; Categorically Exempt from the California Environmental Quality Act Pursuant to Article III, Section 1, Class 1(3) [Maintenance of Existing Parking Lots and Pedestrian Trails] (12) [Outdoor Lighting] and Class 4(3) [New Landscaping] of City CEQA Guidelines

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17-144 Exposition Park – Lucas Museum of Narrative Art (Museum) – Revision of Approved Resolution Authorizing Two Lease Agreements with the 6<sup>th</sup> District Agricultural Association (State) for the Proposed Museum Project and State Property for Playfield Purposes; Consideration of a Finding that the Public Tri-Level Subterranean Garage Is Not a Detriment to the Purpose of Dedicated Park Land; and Consideration of the California Environmental Quality Act (CEQA) Clearance for the Previously Approved Lease Agreement

5. BOARD REPORT PUBLIC COMMENT

Members of the Public Who Wish to Comment on Matters Relevant to the Board Reports

6. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – President Patsouras and Commissioner Diaz
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

7. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities

8. GENERAL PUBLIC COMMENT

Members of the Public Who Wish to Comment on Other Matters Not Listed on the Agenda and under the Jurisdiction of the Department of Recreation and Parks

9. COMMISSION BUSINESS

Comments from Commissioners on Matters within the Board's Jurisdiction and Requests by Commissioners to Schedule Specific Future Agenda Items

10. NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, June 21, 2017, 9:30 a.m., at Fred Roberts Recreation Center, 4700 Honduras Street, Los Angeles, CA 90011.

11. ADJOURNMENT

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

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Commission Meetings may be heard live over the telephone through the Council Phone system, depending on technological capabilities at the Meeting location. To listen to a Meeting that can be broadcasted live over the telephone, please call one of the following numbers:

from Downtown Los Angeles	(213) 621-CITY (2489)
from West Los Angeles	(310) 471-CITY (2489)
from San Pedro	(310) 547-CITY (2489)
from Van Nuys	(818) 904-9450

Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Agenda and Reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).

## REGULAR MEETING MINUTES

### BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, May 17, 2017

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting in EXPO Center Comrie Hall at 9:30 a.m. Present were President Patsouras, Vice President Lynn Alvarez, and Commissioner Pilar Diaz. Also present were Michael A. Shull, General Manager, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Vicki Israel, Assistant General Manager, Recreation Services Branch  
Ramon Barajas, Assistant General Manager, Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Carl Cooper, Superintendent of Pacific Region, was presented with a Certificate of Recognition upon his departure after 30 years of City service.

#### APPROVAL OF MINUTES

Commissioner Diaz moved that the Board approve the Minutes of the May 3, 2017 Regular Meeting and Special Meeting, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

There were no comments from the Neighborhood Council Representatives relative to the Agenda Items being considered.

#### BOARD REPORTS

##### 17-108

##### DONATION FROM LOS ANGELES CLIPPERS, INC. FOR THE CONTINUED SUPPORT OF THE JUNIOR CLIPPERS BASKETBALL PROGRAM

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Vicki Israel, Assistant General Manager of the Recreation Services Branch, presented Board Report No. 17-108 for acceptance of a donation from Los Angeles Clippers, Inc. (LAC) with an estimated value of \$330,000.00, consisting of uniforms, player and coach clinics, event tickets for youth, and other in-kind contributions, for continued support of the Junior Clippers Basketball Program benefitting 15,000 participants from 81 Recreation Centers.

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17-109

LATE NIGHT HOOPS BASKETBALL PROGRAM – DONATION  
FROM LOS ANGELES CLIPPERS FOUNDATION IN SUPPORT OF  
THE PROGRAM

Vicki Israel, Assistant General Manager of the Recreation Services Branch, presented Board Report No. 17-109 for acceptance of a donation from the Los Angeles Clippers Foundation (LACF) with a total estimated value of up to \$61,722.00, consisting of funding and in-kind supplies in support of the Department's Late Night Hoops Basketball Program (Program), to benefit adults between the ages of 18 to 25; and direction to Department staff to deposit funds received from the LACF for the Program in the amount of \$36,722.00 into Fund 302, Department 89, Account 89703H, Sub-Account LA, to pay Program related expenses from said sub-account.

17-110

SUMMER FOOD SERVICE PROGRAM 2017 – AUTHORIZATION  
TO PAY THE LOS ANGELES UNIFIED SCHOOL DISTRICT

Sophia Pina-Cortez, Superintendent of Metro Region, presented Board Report No. 17-110 for authorization of the Department's Chief Accounting Employee or Designee to pay the Los Angeles Unified School District, Food Services Division (LAUSD) under the Agreement for the provision of summer lunches. The Board and Department staff discussed the contracting process for the Department's summer food service program, the quality of the lunches provided by LAUSD, and the Department's negotiations to maintain the cost per lunch served at the State reimbursement rate.

17-111

LA84 SUMMER SPLASH 2017 PROGRAM – AUTHORIZATION TO  
SUBMIT A GRANT RENEWAL APPLICATION FOR AQUATICS  
PROGRAMMING – ACCEPTANCE OF AWARDED GRANT FUNDS

Jennifer Sapone, Senior Management Analyst I of the Recreation Program Grants Division, presented Board Report No. 17-111 for approval of the Department's application for the annual LA84 Foundation Summer Splash Program Grant in support of the Aquatics summer programming; acceptance of the grant award in the amount of \$75,000.00, subject to consideration by the Mayor and City Council; authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received with Recreation and Parks Grant Fund 205 to accept the 2017 LA84 Summer Splash Program Grant (Grant) in the amount of \$75,000.00 for aquatics programming, if awarded; authorization of the Department's Chief Accounting Employee to combine \$9,809.97 of remaining funds from the 2015 Summer Swim Program Grant with the 2017 Grant fund; direction to Department staff to transmit a copy of the Grant renewal application documents to the Mayor, Office of the City Administrative Officer (CAO), Chief Legislative Analyst's Office, and the City Clerk for Committee and City Council approval prior to accepting and receiving the grant award pursuant to Los Angeles Administrative Code Section 14.6 et. seq. as may be amended; and designation of the Department's General Manager, Chief Financial Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the implementation and completion of the project(s).

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17-112

SUNLAND PARK SENIOR CITIZEN CENTER – AUTHORIZATION TO SUBMIT A NATIONAL RECREATION AND PARK ASSOCIATION WALK WITH EASE AND ACTIVE LIVING EVERY DAY GRANT APPLICATION FOR SENIORS PROGRAMMING; ACCEPTANCE OF AWARDED GRANT FUNDS

Jennifer Sapone, Senior Management Analyst I of the Recreation Program Grants Division, presented Board Report No. 17-112 for authorization of the Department to submit a grant application to the National Recreation and Park Association (NRPA) for the amount of \$4,000.00 to implement Walk With Ease and Active Living Every Day senior programs (Programs) at Sunland Park Senior Citizen Center, subject to consideration by the Mayor and City Council; authorization of the Department's General Manager or Designee to accept and receive the Program grant in the amount of \$4,000.00 from NRPA for senior programming at the Sunland Park Senior Center, subject to the approval of the Mayor and City Council; designation of the Department's General Manager, Chief Financial Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the implementation and completion of the Programs; and authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within the Recreation and Park Grant Fund 205 to accept the Program grant funds for senior programming at the Sunland Park Senior Citizen Center.

The Board and Department staff discussed the Department's coordinated efforts to provide health and wellness classes at various Senior Citizen Centers and Recreation Centers pursuant to Mayor Eric Garcetti's Executive Directive No. 17 – Age-Friendly City Initiative: Purposeful Aging LA.

17-113

BELLEVUE RECREATION CENTER – AWARD OF CONTRACT TO HILLTOP NURSERY SCHOOL, INC., FOR THE MANAGEMENT AND OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) OF THE CITY CEQA GUIDELINES (ISSUANCE OF LICENSE TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE EXPANSION OF USE

Joel Alvarez, Senior Management Analyst II of the Partnership Division presented Board Report No. 17-113 for approval of the proposed seven-year Contract (Contract), with one five-year renewal option exercisable at the Department's sole discretion, awarded to Hilltop Nursery School, Inc. (HNS) for the management and operation of a child development and childcare center located within the grounds of Bellevue Recreation Center, subject to the approval of the Mayor and City Council; authorization of Department staff to issue a Right-of-Entry Permit to document and authorize the management and operation of the child development and childcare center while the proposed Contract, which becomes effective October 1, 2017, is being processed for final approval and execution; and approval of the finding that the proposed Contract is categorically exempt from the California Environmental Quality Act. The Board and Department staff discussed the new financial and performance reporting requirements and annual evaluation process set forth in the proposed Contract, and the Request for Proposals process.

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17-114

EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER

Belinda Jackson, Executive Director of EXPO Center, presented Board Report No. 17-114, for acceptance of a donation in the amount of \$10,140.26 to offset the cost of EXPO Center staff training and development; and authorization to deposit funds into the EXPO Center Donation, Fund 302, Department 89, Account SP89837M.

17-115

REIMBURSEMENT OF SALARIES AND RELATED EXPENSES FROM THE MUNICIPAL RECREATION PROGRAM FUND AND GRANT FUND ACCOUNTS – RESOLUTION FOR FISCAL YEAR 2017-2018

Eleanor Chang, Departmental Chief Accountant IV, presented Board Report No. 17-115 for authorization of the City Controller to reimburse the Department's budgetary accounts for salaries and related expenses by transfer of expenditures from the Department's budgetary accounts to the appropriate Recreation and Parks Grant Fund accounts, Departmental Capital Improvement Accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and the Recreation and Parks Municipal Recreation Program Fund for Fiscal Year 2017-2018.

17-116

REIMBURSEMENT FOR PETTY CASH, EXPENSES, AND REFUND RESOLUTIONS FOR FISCAL YEAR 2017-2018

Eleanor Chang, Departmental Chief Accountant IV, presented Board Report No. 17-116 for adoption of Resolutions that authorize the Department to process petty cash reimbursements, expense reimbursements, and refunds during for Fiscal Year 2017-18 ending June 20, 2018.

17-117

TRANSFER OF EXPENDITURES TO BOGDANOVICH TRUST FUND FOR FISCAL YEAR 2017-2018

Eleanor Chang, Departmental Chief Accountant IV, presented Board Report No. 17-117 for adoption of a Resolution authorizing the City Controller to transfer expenditures for sports and other activities associated with the Martin J. Bogdanovich Recreation Center from Municipal Sports Account, Fund 301, Department 88, to Recreation and Parks, Fund 302, Department 89, Bogdanovich Trust Account 89050K, for Fiscal Year 2017-18 ending June 20, 2018.

17-118

JOY PICUS CHILD CARE CENTER – TUITION RATE AND FEE INCREASE FOR FISCAL YEAR 2017-18

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Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 17-118 for approval of a 3.5% tuition rate and fee increase for the Joy Picus Childcare Center, in accordance with Contract No. 3538 between the City of Los Angeles and Mount Washington Preschool and Childcare Centers, Inc.; and approval of the proposed Monthly Tuition Rates and Fees page for Fiscal Year 2017-18, with such rates and fees to be effective July 1, 2017. The Board and Department staff discussed the Department's oversight of the Joy Picus Childcare Center's operations.

17-119

WASHINGTON IRVING MIDDLE SCHOOL - AMENDMENT TO JOINT USE AGREEMENT AND DEVELOPMENT AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE RESTORATION OF THE MULTI-USE SYNTHETIC SPORTS FIELD AND RUNNING TRACK LOCATED WITHIN THE JOINT USE AREA OF THE CAMPUS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,11d), AND CLASS 3(6) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE, DEMOLITION AND REMOVAL OF EXISTING ACCESSORY STRUCTURES AND CONSTRUCTION OF NEW ACCESSORY STRUCTURES)

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 17-119 for approval of a proposed project to restore the multi-use synthetic sports field and adjacent running track at Washington Irving Middle School (Project) estimated at \$725,500.00, to be performed by on-call, pre-qualified contractors funded through Community Development Block Grant (CDBG) funds awarded to the Department in the amount of \$750,000.00; approval of a proposed Amendment to the Joint Use Agreement (JUA) between the Department and the Los Angeles Unified School District (LAUSD) for joint use of certain portions of Washington Irving Middle School (Campus), to address the restoration of the multi-use synthetic sports field and adjacent running track located within the joint use area of the Campus, document the use of the CDBG funding and incorporate associated grant requirements into the JUA, change the term of the original JUA from thirty years to eight years from the date of completion of the Project, establish responsibilities for JUA area maintenance and Warranty enforcement if necessary, and incorporate three new sections into the JUA; approval of a proposed Development Agreement between the City of Los Angeles and LAUSD, stipulating the terms and conditions for the restoration of the multi-use synthetic sports field and adjacent running track at the Campus, to be performed or caused to be performed by the Department at no cost to LAUSD through said CDBG funding; and approval of the finding that the proposed Project to restore the synthetic sports field and adjacent running track at the Campus is categorically exempt from the California Environmental Quality Act.

17-120

PARK FEE ORDINANCE – CHANGES TO THE PARK FEES SECTION OF THE SCHEDULE OF RATES AND FEES

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-120 for authorization of Department staff to amend the Park Fees

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section of the Schedule of Rates and Fees to be effective July 1, 2017; and approval of the finding that the amendment of the Park Fees section of the Schedule of Rates and Fees is not subject to the requirements of California Environmental Quality Act as a project.

17-121

HARBOR HIGHLANDS PARK - OUTDOOR PARK IMPROVEMENTS (PRJ21094) PROJECT - ALLOCATION OF HARBOR HIGHLANDS IMPROVEMENT FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (12), AND CLASS 11 (3) OF THE CITY CEQA GUIDELINES (OUTDOOR LIGHTING FOR SECURITY AND OPERATION AND PLACEMENT OF NEW ACCESSORY RESTROOMS)

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-121 for approval of the scope of Harbor Highlands Park - Outdoor Park Improvements Project (Project); approval of the allocation of \$496,269.55 in Harbor Highlands Improvement Fees from Harbor Highlands Park Improvement in Fund No. .205, Department No. 88, and Account No. 88MMD3 for the Project; and approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act.

17-122

NORMANDIE RECREATION CENTER – PATH OF TRAVEL IMPROVEMENTS (PRJ21127) PROJECT – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (3) OF THE CITY CEQA GUIDELINES (MINOR ALTERATIONS OF EXISTING PEDESTRIAN TRAILS)

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-122 for authorization of the Department's Chief Accounting Employee to establish new Quimby Fees Account No. 89460K-ND with Normandie Recreation Center as the Account Name; approval of the scope of Normandie Recreation Center - Path of Travel Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$100,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Normandie Recreation Center Account No. 89460K-ND; approval of the allocation of \$100,000.00 in Quimby Fees from Normandie Recreation Center Account No. 89460K-ND for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act. The Board and Department staff discussed the improvements included in the Project.

17-123

RIO DE LOS ANGELES STATE PARK - INSTALLATION OF SECURITY CAMERAS (PRJ21128) PROJECT - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES (INSTALLATION OF NEW SAFETY EQUIPMENT INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE)

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Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-123 for authorization of the Department's Chief Accounting Employee to establish new Quimby Fees Account No. 89460K-AZ with Rio De Los Angeles State Park as the Account Name; approval of the scope of Rio De Los Angeles State Park- Security Cameras Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$175,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Rio De Los Angeles State Park Account No. 89460K-AZ; approval of the allocation of \$175,000.00 in Quimby Fees from Rio De Los Angeles State Park Account No. 89460K-AZ for the Project; and approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act.

17-124

HARBOR CITY PARK - LIGHTING IMPROVEMENTS (PRJ21079) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF EXISTING PARK FACILITIES WITH NEGLIGIBLE OR NO EXPANSION OF USE)

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-124 for approval of the scope of Harbor City Park - Lighting Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$575,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Harbor City Park Account No. 89460K-HC; approval of the allocation of \$575,000.00 in Quimby Fees from Harbor City Park Account No. 89460K-HC for the Project; and approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act. The Board and Department staff discussed the new type of lighting being installed as part of the Project.

The title of Board Report No. 17-124 was corrected to delete all references to Class 2, Category 3 and Class 11, Category 3 of the City CEQA Guidelines as follows:

~~HARBOR CITY PARK - LIGHTING IMPROVEMENTS (PRJ21079) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,3), CLASS 2(3) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF EXISTING PARK FACILITIES WITH NEGLIGIBLE OR NO EXPANSION OF USE, REPLACEMENT OF EXISTING UTILITY SYSTEMS AND PLACEMENT OF NEW ACCESSORY STRUCTURES)~~

The Project Scope section was also corrected to accurately reflect the full Project scope as follows:

PROJECT SCOPE

The Harbor City Park - Lighting Improvements (PRJ21079) Project proposes the upgrade of existing sports field lighting, retrofit of all existing parking lot, basketball court, play area, picnic area, and building lighting fixtures, and replacement of the flagpole.

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The Environmental Impact Statement was also corrected to delete all references to Class 2, Category 3 and Class 11, Category 3 of the City CEQA Guidelines as follows:

ENVIROMENTAL IMPACT STATEMENT

The subject Project will consist of modifications to existing park facilities involving negligible or no expansion of use, ~~the replacement of existing utility systems, and the placement of new accessory structures.~~ Therefore, RAP staff recommends that the Board determine that the project is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1 (1, ~~3~~), ~~Class 2 (3)~~ and ~~Class 11 (3)~~ of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

17-125

VESTING TENTATIVE TRACT (VTT) NO. 74855 –  
RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND  
DEDICATION OR IN-LIEU PARK FEE PAYMENT)

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-125 for approval of the recommendation that the Advisory Agency require Vesting Tentative Tract (VTT)-74855 (Project) to dedicate land to the City in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33; and authorization of the General Manager or Designee to provide a Report to the Advisory Agency informing them of the Board's recommendation. The Board and Department staff discussed the Project design, and the land dedication requirements.

The Fiscal Impact Statement of Board Report No. 17-125 was corrected as follows:

FISCAL IMPACT STATEMENT

~~The acceptance of the Park Fee will have no impact on the RAP's General Fund.~~ The fiscal impact is unknown at this time.

17-126

GAFFEY STREET POOL - POOL AND NEW BATHHOUSE  
RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT -  
ACCEPTANCE OF STOP PAYMENT NOTICE AND RELEASE OF  
STOP PAYMENT NOTICE ON CONSTRUCTION WITH AWI  
BUILDERS, INC., CONTRACT NO. 3514

Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-126 for direction to Department staff to withhold the amounts claimed in the Stop Payment Notice filed by Sunbelt Rentals on Construction Contract No. 3514 with AWI Builders, Inc., plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available; and direction to the Department's Chief Accounting Employee to release \$8,524.83 of the amount withheld on Construction Contract No. 3514 in accordance with the Request for Release of Stop Notice dated March 17, 2017 from Sunbelt Rentals for the Gaffey Street Pool - Pool and New Bathhouse Restoration Project.

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17-127

ALGIN SUTTON RECREATION CENTER - POOL REPLACEMENT AND BATHHOUSE RENOVATION (PRJ21117) (W.O. #E170293F) PROJECT – DEMOLITION OF THE SWIMMING POOL; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1, CATEGORIES 11 (D) AND 12 [DEMOLITION OF EXISTING STRUCTURES AND NEW OUTDOOR LIGHTING AND FENCING WITH NO EXPANSION USE], CLASS 3, CATEGORIES 6 AND 8 [NEW CONSTRUCTION OF SMALL STRUCTURES AND UTILITIES], CLASS 4 [MINOR ALTERATIONS TO LAND], AND CLASS 11 CATEGORIES 3 AND 6 [CONSTRUCTION OR PLACEMENT OF ACCESSORY STRUCTURES] OF THE CITY CEQA GUIDELINES

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Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-126 for authorization of the demolition of the Algin Sutton Recreation Center swimming pool; approval of the demolition plans; approval of the finding that the proposed Algin Sutton Recreation Center - Pool Replacement and Bathhouse Renovation Project is categorically exempt from the California Environmental Quality Act; and direction to the Department of Public Works, Bureau of Engineering to file a Notice of Exemption.

17-128

APPROPRIATION FROM UNRESERVED AND UNDESIGNATED FUND BALANCE IN FUND 302 TO VARIOUS ACCOUNTS IN THE DEPARTMENT OF RECREATION AND PARKS

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Sondra Fu, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-128 for authorization of the appropriation of \$2,575,000.00 from Fund 302, Department 88, to various accounts as follows, subject to the approval by the Mayor:

FROM:

Unreserved and Undesignated Fund Balance

\$2,575,000.00

TO:

Fund 302/88/1070 - Salaries, As Needed

\$1,325,000.00

Fund 302/88 Account 3040 - Contractual Services

\$ 750,000.00

Fund 302/89 Account 704H-FL - Reg 4, Fire, Life Safety Expenses

\$ 500,000.00

Total:

\$2,575,000.00

17-129

SUMMER NIGHT LIGHTS – TRANSFER OF APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS FOR BUDGETARY ADJUSTMENTS

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May 17, 2017

Sondra Fu, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-129 for authorization to transfer appropriations within Recreation and Parks Fund 302 as follows, subject to the approval by the Mayor:

<u>FROM:</u> Fund 302/88, Account 3040 - Contractual Services	\$528,500.00
<u>TO:</u> Fund 302/88, Account 1070 - Salaries, As-Needed	\$528,500.00

17-130

LUMMIS HOUSE GENERAL IMPROVEMENTS – PROPOSITION A EXCESS FUNDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) OF THE CITY CEQA GUIDELINES (EXTERIOR AND INTERIOR ALTERATIONS OF EXISTING PUBLIC FACILITIES)

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Bill Jones, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-130 for approval of the finding that the proposed Lummis House General Improvements Project is categorically exempt from the California Environmental Quality Act.

17-131

ROSE HILLS/EL SERENO RECREATION CENTER REHABILITATION PROJECT – PROPOSITION A EXCESS FUNDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(32) OF THE CITY CEQA GUIDELINES (INSTALLATION OF MECHANICAL EQUIPMENT NECESSARY TO THE USE OF EXISTING STRUCTURES)

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Bill Jones, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-131 for approval of the finding that the proposed Rose Hills/El Sereno Recreation Center Rehabilitation Project is categorically exempt from the California Environmental Quality Act.

17-132

AS-NEEDED ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – AWARD OF CONTRACT – APPROVE THE RE-RELEASE OF THE REQUEST FOR QUALIFICATIONS (RFQ) FOR AS-NEEDED ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS

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Robert Feld, Senior Management Analyst I of the Finance and Administrative Services Division, presented Board Report No. 17-132 for approval of the proposed three-year contract with Chapman Coast Roof Co., Inc. for as-needed roofing construction, retrofit, maintenance and/or repair services, in an amount not to exceed \$4,000,000.00 per year, subject to approval of the Mayor and the City Attorney as to form; approval of the finding in accordance with Charter Section 1022 that the

May 17, 2017

Department does not have available personnel in its employ with sufficient time or necessary expertise to undertake all of the park facilities' roofing construction, retrofit, maintenance and/or repair projects in a timely manner, and it is therefore more feasible, economical and in the Department's best interest to secure these services by contract without engaging in a new competitive bidding process for each individual project; approval of the finding in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for the Department to be able to call upon contractors to perform as-needed work without engaging in a new competitive process for each individual project to be assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged, and the unique expertise of the as-needed contractor; approval of the finding in accordance with Charter Section 371 (e)(10). that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because there is no single criterion that will determine which proposer can best provide the services required by RAP to provide roofing repairs, maintenance, retrofit and/or construction projects; approval of the finding in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the Department's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the Department to perform services; authorization to re-release the Request for Qualifications (RFQ) for As-Needed Roofing Construction, Retrofit, Maintenance and/or Repairs, for a three-year contract in an amount not to exceed \$4,000,000.00 per year per contract awarded, subject to the review and approval of the City Attorney as to form; and authorization of Department staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

The title of Board Report No. 17-132 was corrected as follows:

AS-NEEDED ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – AWARD OF CONTRACT – APPROVE THE RE-RELEASE OF THE REQUEST FOR QUALIFICATIONS (RFQ) FOR AS-NEEDED ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS

The Board and Department staff discussed the RFQ process and the Department's efforts in notifying respondents regarding the RFQ requirements and deadlines during the non-mandatory technical workshops.

17-133

AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 – SECTION 1G – (OTHER SPECIAL FUNDED POSITIONS)

Harold Fujita, Personnel Director of Human Resources Division, presented Board Report No. 17-133 for authorization to amend Section 1G (Other Special Funded Positions) of Personnel Resolution No. 10461 for the addition of the following positions to be effectively immediately:

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
2	1513	Accounting – Planning – Quimby/Park Fees
1	1358	Administrative Clerk – Greek Theatre- Greek Theatre Operations

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1	7246-4	Civil Engineering Associate IV – Planning – Quimby/Park Fees
2	9184	Management Analyst – Planning – Quimby/Park Fees
1	2464-1	Principal Recreation Supervisor I – Greek Theatre – Greek Theatre Operations
1	9171-2	Senior Management Analyst II – Planning – Quimby/Park Fees

#### BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. Two requests were submitted for Board Report No. 17-113, and such comments were made to the Board. Mary Rodriguez, Silver Lake Field Deputy of Councilmember Mitch O' Farrell's Office, spoke in support of the proposed contract with Hilltop Nursery School, Inc. (HNS) for the management and operation of a child development and childcare center located within Bellevue Recreation Center.

President Patsouras requested a Motion to approve the Board Reports as presented, and Board Report Nos. 17-124, 17-125, and 17-132 as corrected. Commissioner Diaz moved that the Board Reports be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

#### COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report (Commissioners Patsouras and Diaz)

President Patsouras reported on the Concessions Task Force Meeting held on May 17, 2017 prior to the Board Meeting, in which the Task Force discussed the Requests for Proposals (RFPs) for the First and Broadway Park Food and Beverage Concession, Citywide Pedal Boat Operation, Vending Machines Concession, Bicycle Rentals Concession, and Golf Food and Beverage Concession.

- Commission Task Force on Facility Repair and Maintenance (Commissioners Sanford and Alvarez)

Commissioner Alvarez reported on the Concessions Task Force Meeting held on May 17, 2017 prior to the Board Meeting, in which the Task Force discussed a tree planting project at Hazard Park, conceptual plan for Wilmington Town Square, final plans for the Algin Sutton Recreation Center – Pool Replacement and Bathhouse Renovation Project, and an update on the Quimby Park Fee Ordinance.

#### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on various Department activities, facilities, and upcoming events. The Girls Play L.A. Sports Day is scheduled on May 20, 2017 at the Sepulveda Basin Sports Complex. Venice Beach Recreation Center is hosting the Muscle Beach International Classic on May 29, 2017. The Grand Opening Ceremony of Rocket's Universe Playground at North Weddington Park is scheduled on June 2, 2017. The Northridge Hawaiian Festival of the Arts is scheduled on June 2-4, 2017 at Northridge Recreation Center. The Lotus

May 17, 2017

Festival Luncheon is scheduled on June 8, 2017 at Echo Park Lake to commemorate the annual Lotus Festival scheduled on July 15-16, 2017, with Bangladesh as the host country. The Operation Splash Kick-Off Event is scheduled on June 8, 2017 at 109<sup>th</sup> Street Pool. A Fiscal Year 2017-18 budget presentation to the Board will be scheduled at a later date.

- Notification of Release for the Release of Proposals for the Vending Machine Concession
- The Informational Report on the Pershing Square Renew Project was noted and filed.

GENERAL PUBLIC COMMENT

Public comments on matters within the Board's jurisdiction were invited; however, no requests for public comment were submitted.

COMMISSION BUSINESS

There was no discussion on this item.

NEXT MEETING

A Special Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Tuesday, May 23, 2017, 9:00 a.m., at Grace E. Simons Lodge, 1025 Elysian Park Drive, Los Angeles, CA 90012. The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, June 7, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Regular Meeting at 10:45 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
BOARD SECRETARY

**BOARD REPORT**

**NO. 17-134 REVISED**

DATE June 07, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SOUTH LOS ANGELES WETLANDS PARK – LEASE AGREEMENT WITH THE MUSEUM ASSOCIATES DBA THE LOS ANGELES COUNTY MUSEUM OF ART FOR THE USE OF A PORTION OF THE SOUTH LOS ANGELES WETLANDS FOR THE RENOVATION AND REHABILITATION OF BUILDING 71 AND OPERATION OF PROPOSED MUSEUM; CONSIDERATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR), FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE SOUTH LOS ANGELES WETLANDS PARK PROJECT EIR (SCH NO. 2007051122)

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<u>Ced</u>	N. Williams	_____
H. Fujita	_____		



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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Adopt a proposed Resolution, herein included as Attachment 1, authorizing the Department of Recreation and Parks to enter into a thirty-five (35) year Lease (Lease) with the Museum Associates dba the Los Angeles County Museum of Art (LACMA) for the use of a portion of the South Los Angeles Wetlands Park for the renovation and rehabilitation of Building 71 and operation of a proposed Museum in accordance with Charter Section 594(a) and 595;
2. Authorize the Department of Recreation and Parks (RAP) to negotiate the Lease with LACMA for the use of a portion of RAP's South Los Angeles Wetlands Park for the renovation and rehabilitation of Building 71 and operation of a proposed Museum in accordance with Charter Sections 594(a) and 595 and consistent with the terms, improvements, and uses set forth of this Report;
3. Authorize RAP staff and the City Attorney to make any necessary changes to the Lease consistent with the terms, improvements, and uses set forth in this Report;

## BOARD REPORT

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4. Authorize the Board President and Secretary to execute the final Lease subject to the approval of the City Attorney as to form, and the approval of the City Council by ordinance; and,
5. Find, pursuant to the State of California Environmental Quality Act (CEQA) Guidelines, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Final Environmental Impact Report (EIR), Findings, Statement of Overriding Considerations and accompanying mitigation measures, and Mitigation Monitoring and Reporting Program for the South Los Angeles Wetlands Park Project EIR (SCH No. 2007051122), all of which are on file in the Board Office; and no subsequent EIR, negative declaration, addendum or other CEQA analysis is required for approval of the project.

### SUMMARY

On January 7, 2009, the Board of Recreation and Park Commissioners (Board) approved the acquisition of a nine-acre parcel located at 5413 South Avalon Boulevard for the South Los Angeles Wetlands Park (Park) through Report No. 09-003. Metropolitan Transit Agency (MTA) previously used the site as a bus maintenance and storage yard. The Park currently includes a pocket park, parking lot, and wetlands area completed in 2012. There is also an 84,000 square foot building that was a remnant from the previous bus maintenance and storage yard (Exhibit A). It has been sealed off from the public as RAP searches for funds to complete a hazardous materials abatement and seismic retrofit of the building.

### Proposal

Recently, LACMA met with RAP staff to discuss a proposal to manage and operate a museum program at the Park. LACMA is proposing to provide programming for organized museum, cultural, recreational, and community activities. The proposal also includes an offer to repair, retrofit and provide improvements to Building 71 at no cost to RAP. The work will make Building 71 meet current code requirements for seismic, structural, mechanical, electrical, and plumbing systems, and includes any hazardous materials abatement as needed.

LACMA proposes to begin providing museum programming services at designated recreation centers near the South LA Wetlands Park within six months of the execution of the Lease while the repair and retrofit work is being conducted in Building 71. Programming at the Park will be provided within eighteen (18) months of the execution of the Lease.

LACMA has requested a Lease term of not more than thirty-five (35) years. The premises area shall include the entire 84,000 square foot Building 71. There is a shared use area that includes portions of the Park immediately adjacent to the building and the east side parking lot as depicted in Exhibit B.

## BOARD REPORT

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### Tenant Improvement Schedule

LACMA proposes to initially improve up to 10,000 square feet of space in the building for use for public programming within eighteen (18) months of the execution of the Lease. An additional 13,000 square feet of space in the building (8,500 square feet for additional public programming and 4,500 square feet for a Ranger Station) will be improved within five years after the completion of the initial 10,000 square foot improvement. LACMA may elect to improve another 12,000 square feet of space in the building within ten years of the execution of the Lease for additional public programming space.

All capital costs and all other costs related to such improvements, retrofit and repairs shall be borne by LACMA.

### Uses and Operations

LACMA shall use the premises area for the operation of art and culture-related and instructional public programs and ancillary or related uses, including the storage of LACMA's art collection, operation of a restaurant or café, operation of a retail space, and providing recreational and instructional programs to the surrounding communities. LACMA shall use income from the ancillary uses mentioned above only for such purposes that are consistent with the permitted use of the building and only for activities within the Park.

LACMA's proposed public programming component is further described in Exhibit D of the Lease (Attachment 2). The public programming strategy's goal is to realize LACMA's vision of engaging the local community both through compelling public art programs and training initiatives that support residents in becoming paid staff. Programs include Social Justice-themed School Tour and Art-Making; Teen Tour Guide Programs; Intergenerational Weekday and Weekend Programs; and Teaching Assistant Training Programs.

### Park Ranger Station

As previously stated, LACMA will improve 4,500 square feet of building space for the installation of a Park Ranger Station. Improvements shall be limited to providing utility (gas, electricity and water) hookups and in ensuring that RAP is able to connect its internal information and technology systems to the electrical and data cable connections of the building. City shall be responsible for any additional capital and other improvements it deems necessary or desires.

### LA Philharmonic and Youth Orchestra Los Angeles (YOLA)

LACMA is currently in discussions with the Los Angeles Philharmonic (Philharmonic) concerning the possibility of bringing its YOLA program to the Park. The Philharmonic has been given, at its sole option, until no later than August 31, 2017 to elect to join the building project. Should this occur, LACMA proposes to sublease up to 17,000 additional square feet of the building to the Philharmonic.

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ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that the renovation, rehabilitation and reuse of Building 71 under the proposed Lease is substantially the same in concept as Phase II of the original South Los Angeles Wetlands Park project. Therefore, based on substantial evidence from a supplemental environmental review, it was determined that the previously certified Final Environmental Impact Report (FEIR-SCH No. 2007051122) and supporting technical studies (Environmental Documents) adequately assesses the environmental effects of the proposed renovation, rehabilitation and reuse of Building 71 project. On April 8, 2008, City Council certified the Final EIR for the park project and adopted Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP), all of which are on file in the Board Office. A Notice of Determination filed with the Los Angeles County Clerk occurred on April 11, 2008.

California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no Subsequent or Supplemental EIR is required by the lead agency or by any responsible agency:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revisions in the environmental impact report; or,
3. Previously unknown new information at the time of the certification of the EIR as complete becomes available.

As demonstrated in the supplemental environmental review (Attachment 5), all the environmental impacts from the Phase II renovation, rehabilitation and reuse of Building 71 (Project) under the proposed Lease would be same or substantially similar to those assessed in the certified EIR. RAP staff has determined that:

1. The proposed Project **will not** involve substantial changes in the project scope requiring major revisions in the previous EIR due new significant environmental effects, or an increase in the severity of previously identified significant effects;
2. The circumstances under which the Project is undertaken **will not** require revisions of the previous EIR due new significant environmental effects or an increase in the severity of previously identified significant effects;
3. There is **no** new information of substantial importance showing new significant environmental effects not discussed in the previous EIR, or an increase in the severity of previously examined significant effects;
4. There are **no** mitigation measures or alternatives to the project considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, but not adopted with the previous EIR.

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Based on this determination, the proposed Project does not meet the requirements for preparation of a Subsequent or Supplemental EIR pursuant to Section 15162 and 15163 of the State CEQA Guidelines for approval of the project.

FISCAL IMPACT STATEMENT

There are no anticipated fiscal impacts to RAP's General Fund should the Board approve the execution of the Lease. All costs, with the exception to any additional improvements to the aforementioned Park Ranger Station, will be the responsibility of LACMA. Any costs for the future Park Ranger Station will be requested through the regular budget process.

This Report was prepared by Cid Macaraeg, Sr. Management Analyst II in Real Estate and Asset Management, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Exhibit D of Draft Lease
- 3) Exhibit A – Aerial Picture of Project Site
- 4) Exhibit B – Conceptual Site Plan of Shared Space
- 5) Supplemental Environmental Review

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Department of Recreation and Parks owns a nine (9) acre park located at 5413 South Avalon Boulevard and commonly known as the South Los Angeles Wetlands Park (Park);

WHEREAS, the Park is comprised of a pocket park area, a wetlands area, and an 84,000 square foot building (Building 71) to be used for park and recreational purposes;

WHEREAS, Building 71 was a remnant from a previous bus maintenance and storage yard and was sealed off from the public due to a need to perform hazardous materials abatement and a seismic retrofit of the building;

WHEREAS, the Museum Associates dba Los Angeles County Museum of Art (LACMA), is a nonprofit public benefit corporation formed for the purpose of serving the public through the collection, conservation, exhibition, and interpretation of significant works of art from a broad range of cultures and historical periods, and the translation of these collections into meaningful educational, aesthetic, intellectual, and cultural experiences for the widest array of audiences;

WHEREAS, LACMA has been devoted to collecting works of art that span both history and geography, in addition to representing Los Angeles's uniquely diverse population, and is a museum of international stature as well as a vital part of Southern California that shares its vast collections through exhibitions, public programs, and research facilities that attract over a million visitors annually, in addition to serving millions through digital initiatives, such as online collections, scholarly catalogues, and interactive engagement through its website;

WHEREAS, LACMA agrees to shares its collections and programs to the residents served by the Park, and, therefore, is providing valuable consideration and will continue to provide such services to the City during the term of a Lease Agreement (Lease) for the use of a portion of the Park further defined as the Premises Area (Exhibit A) and Shared Use Areas (Exhibit B);

WHEREAS, the City and LACMA desire to enter into a Lease for the lease, retrofit, design, development and maintenance of Building 71, which will house museum programs to be created and provided by the LACMA to the general public at Premises and Shared Use Areas of the Park;

WHEREAS, LACMA agrees to provide said services as a public service such that LACMA will use the Premises and Shared Use Areas as a museum (including any use incidental or ancillary thereto), and to provide for the construction of improvements, maintenance and operation of the museum in accordance with the standards set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease Agreement between LACMA and the City for the use of the Premises and Shared Use areas of the Park for a thirty-five (35) year term; and,

BE, IT FURTHER RESOLVED, that the City Attorney's Office is authorized to make any necessary changes to the Lease, so long as the primary terms remain as described in Board Report; and,

BE, IT FURTHER RESOLVED, the Board President and Secretary are authorized to execute the final Lease, subject to the approval of the City Attorney as to form, and the approval of the City Council by ordinance.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on \_\_\_\_\_, 20\_\_ (Report No. \_\_\_\_\_)

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_

## EXHIBIT D

### Preliminary Public Programming Strategy

LACMA has conceived of a tailored slate of public programs that leverage the unique assets of the South Park neighborhood to fulfill the needs of the community. The museum's two-pronged approach serves residents by not only delivering programs that adults, families, and youth can participate in, but by also offering training opportunities for residents to lead and facilitate programs. This strategy enables LACMA to cultivate a truly collaborative relationship between the museum and neighborhood, one in which the perspectives of residents as both program participants and paid front-line staff help shape this satellite space into a responsive, site-specific organization built for and with the community.

The museum has a long history of working off-site in communities and is cognizant of the sensitivity, care, and expertise required in successfully establishing a presence in a neighborhood that residents embrace and utilize. South Park is an important Los Angeles neighborhood where LACMA can make a tremendous impact. First, it is populous. At over 21,000 people per square mile, it is one of the densest neighborhoods in the County, and the abundance of schools, churches, and community centers in the area reflect this. It is also home to a significant immigrant population. Almost half of the total residents are foreign born and about 30 percent of residents 25 years and older did not graduate high school.

The density, demographic make-up, and challenges of the area have attracted a plethora of programs that community members have access to, such as free health screenings, tax preparation, English language classes, and various drug, alcohol, and domestic violence support groups. While services aimed at addressing basic needs are plentiful, there is a dearth of arts and culture programming. If it does exist, it resembles "arts and crafts-type activities" (in the words of a resident) versus high-quality art programs. Formative feedback from other locals echoes a desire for innovative art programming and access to original works of art, as logistical barriers prohibit easy access to LACMA's main campus.

Additionally, there is an identified need for safe spaces free of gang association where diverse people from the surrounding area can gather. While gang activity in South Los Angeles has diminished from what it once was pre-1992, the existence of gangs is palpable and a factor in how and where residents spend their leisure time. It may not be safe to cross certain boundaries; therefore, community members tend to stay within a narrow radius surrounding their home.

The Wetlands site is largely perceived to be neutral, where people of diverse backgrounds already feel comfortable converging to run, walk, or enjoy a picnic. By implementing best practices in relationship-building, offering a dynamic menu of art programs for all ages, and enlisting residents as partners in delivering these offerings, LACMA is poised to form a strong bond with the residents and fill in the gaps of services in the community.

The suite of programs below realizes the museum's vision in engaging locals both through compelling public art programs and via training initiatives that support residents in becoming paid staff. This cohesive educational strategy will enable regular two-way dialogue between

LACMA and the community that will be critical to the site becoming an essential resource responsive to its constituents.

- Free Social Justice-themed School Tour and Art-making Program

To serve the 9,500 students within a mile of the Wetlands, LACMA will design a program model in which students visit the site multiple times, engaging in close looking at artworks and related art-making. LACMA will develop a thematic social justice curriculum for middle and high school students. By analyzing examples of art from the museum's collection that have been employed as tools for social critique, students will engage in provocative discussion and debate before creating their own artwork that addresses inequalities or injustices that matter most to them or that, perhaps, have personally affected them. This approach aligns with the curriculum at many of the local schools, which currently focuses on social justice themes. Through participating in the program, students will develop a greater understanding of art as a powerful communication tool that can shine a light on silenced issues.

\*In year one, LACMA will develop the curriculum of the program and solidify relationships with nearby schools to launch the program in year two.

- Teen Tour Guide Program

The Teen Tour Guide Program is an iteration of LACMA's long-running, successful High School Internship Program. Each year a cohort of teens from the neighborhood will participate, for free, in an intensive training program focused on learning about the museum's collection and art history, strategies for facilitating conversations about art, and public speaking. LACMA considers these teens to be part-time museum paid interns who will receive compensation for their time in the form of a stipend for training and tours given. Upon graduation from the program, these students may then become the site's paid guides, ready to give tours to their peers and the public. Each year, a new cohort of teens will begin their training program and, over time, LACMA will develop a corps of guides from the neighborhood that will serve as the public face of the institution. Through participating in the program, teens gain vital leadership skills, feel a sense of productivity, accomplishment, and contribution to their community, and help audiences personally connect to the artwork on view.

\*In year one, LACMA will develop the curriculum of the program and recruit applicants to commence training in year two.

- Intergenerational Weekday and Weekend Programs

LACMA will develop a series of free public programs designed for caregivers and their children to make and discuss art together. Weekday programs will consist of formal workshops for caregivers of toddler and pre-school age children focused on strategies for engaging with art at the critical early childhood stage. Weekend programs will serve all ages with a drop-in format that encourages families to stay as long as they like and

choose their activities. The art projects are open-ended to promote creativity and scalable to allow older children to take it in a direction a younger participant may not. An emphasis on interesting art-making materials, not accessible at stores in the neighborhood (feedback we heard from locals), will ignite wonder in the artistic process and expand creative possibilities. In addition to art-making, families may also attend tours led by graduates from the Teen Tour Guide Program. Many of the activities offered on these days will give participants an opportunity to discover art as a means to give voice to issues in their community or social issues that are of concern to residents.

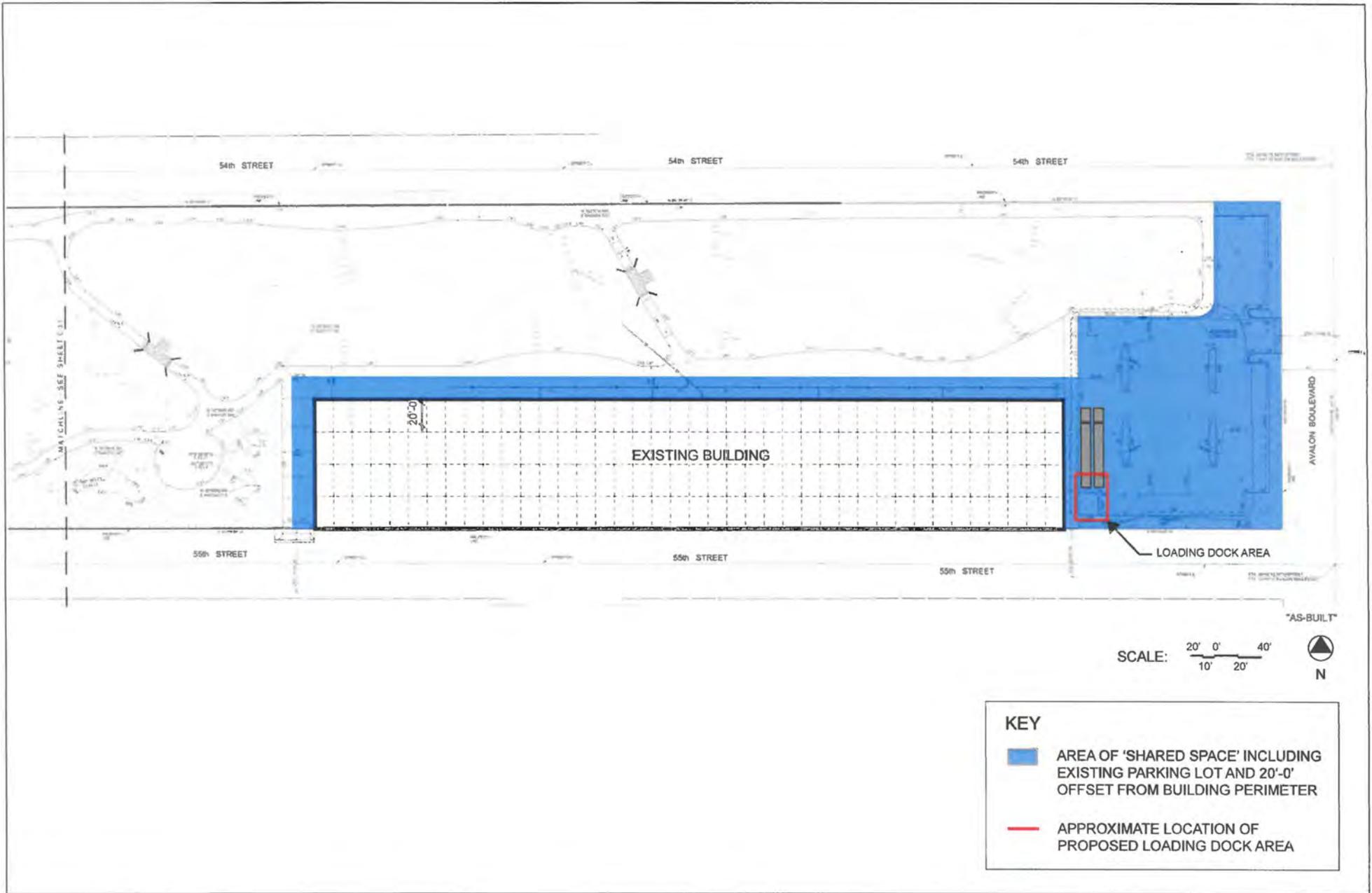
\*LACMA will conduct twelve of these offerings in year one via a rotating schedule of monthly programs held at one of six Recreation and Parks Centers (i.e. two per center) surrounding the Wetlands site. Conducting these initial workshops off-site using reproductions of artworks from the collection is a strategic way for LACMA to form meaningful relationships with residents and demonstrate the museum's value during construction. In year two, the monthly offerings at the Six Recreation and Parks centers will continue up until the first 10,000 square feet of program space is open to the public in the Building in the Park, at which time LACMA will shift the location of this programming to the Wetlands site exclusively, where original artworks will be the springboard for the activities.

- Teaching Assistant Training Program

Each year LACMA will train a cohort of young adults, for free, to serve as teaching assistants for programs. Trainees will learn about the museum, art-making methods and materials, techniques for engaging program participants, and strategies for anticipating visitor needs. As part-time museum employees, they will receive compensation for their time. Through participating in the program, young adults gain valuable professional skills, contribute to their community, and serve as front line representatives of LACMA.

\*In year one, LACMA will develop the curriculum of the program, recruit and train the first cohort of applicants at one of the six neighboring Recreation and Parks centers. The inaugural cohort will begin assisting programs at the Wetlands site starting in year two, once the first 10,000 square feet of program space is open to the public in the Building in the Park.





## ATTACHMENT 5

### **SOUTH LOS ANGELES WETLANDS PARK LEASE AGREEMENT FOR THE RESTORATION, REHABILITATION AND REUSE OF BUILDING 71 PROJECT**

### **SUPPLEMENTAL ENVIRONMENTAL REVIEW OF PREVIOUS CERTIFIED ENVIRONMENTAL IMPACT REPORT**

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#### **PROJECT DESCRIPTION**

##### Project Background

The proposed project is part of the original South Los Angeles Wetlands Park Project, which included two elements: 1) a stormwater pre-treatment system and constructed wetlands to improve local stormwater and dry-weather runoff quality; and, 2) a recreational space for educational and community-serving uses. The pre-treatment and wetland components of the Project assisted the City in meeting TMDL requirements for the Los Angeles River Watershed adopted by LARWQCB for reducing pollutants from stormwater runoff occurring within the 525-acre local watershed, so that the subject runoff (which eventually drains into the Los Angeles River) can be discharged with a reduced pollutant load. The wetlands component of the project was completed in 2012.

The recreational space for educational and community-serving uses of the new Wetlands Park included the reuse of the 81,760 square foot historic vehicle repair building (Building 71) located along the southern boundary of the site, which was to be reused and occupied in two phases. In Phase I, 10,000 square feet of the building would be used for community and educational uses, as described above, and 5,000 square feet used for general maintenance storage for the proposed Wetlands Park. In Phase II, the remaining area (66,760 square feet) of the building would be converted to a transportation museum (approximately 10,000 square feet of interior space), an event center/multi-purpose open area (10,000 square feet) and general office space (approximately 46,760 square feet).

The reuse of the building would involve minor rehabilitation of a historic structure, including exterior items such as painting and repair of windows, and interior upgrades in response to building code requirements (such as plumbing or electrical system improvements). This minor rehabilitation of the building would be conducted in a manner that preserves the historical and architectural value in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. However, to date the building has not been reused as planned due a lack of funding. The building was "moth-balled" in 2011 to preserve the historic building in an "arrested state of deterioration."

## Project Location

The proposed Project is located in the vacant “Building 71” at the southeast part of the South LA Wetlands Park. The park is located in an urbanized neighborhood in the City of Los Angeles, approximately five miles south of downtown Los Angeles and approximately 0.5 miles east of Interstate 110, within the Southeast Los Angeles Community Planning Area. The location of the 9-acre Wetlands Park is at 5413 South Avalon Boulevard. The Wetlands Park site borders on 54<sup>th</sup> Street to the north, 55<sup>th</sup> Street to the south, and between Avalon Boulevard and San Pedro Street to the east and west, respectively.

## Project Activities

Recently, the Museum Associates dba the Los Angeles County Museum of Art (LACMA) met with Department staff to discuss a proposal to manage and operate a museum program at the park. LACMA is proposing to provide programming for organized museum, cultural, recreational, and community activities. The proposal also includes an offer to repair, retrofit and provide improvements to Building 71 at no cost to RAP. The work will make Building 71 meet current code requirements for seismic, structural, mechanical, electrical, and plumbing systems, and includes any hazardous materials abatement as needed.

LACMA proposes to begin providing museum programming services at designated recreation centers near the South LA Wetlands Park within six (6) months of the execution of the lease agreement while the repair and retrofit work is being conducted in Building 71. Programming at the park will be provided within eighteen (18) months of the execution of the lease agreement.

LACMA has requested a term of not more than thirty-five (35) years. The premises area shall include the entire 84,000 square foot Building 71. There is a shared use area that includes portions of the park immediately adjacent to the building and the east side parking lot as depicted in Exhibit B.

LACMA proposes to initially improve up to 10,000 square feet of space in the building for use for public programming within eighteen (18) months of the execution of the lease agreement. An additional 13,000 square feet of space in the building (8,500 square feet for additional public programming and 4,500 square feet for a Ranger Station) will be improved within five (5) years after the completion of the initial 10,000 square foot improvement. LACMA may elect to improve another 12,000 square feet of space in the building within ten (10) years of the execution of the lease agreement.

LACMA shall use the premises area for the operation of art and culture-related and instructional public programs and ancillary or related uses, including the storage of LACMA’s art collection, operation of a restaurant or café, operation of a retail space, and providing recreational and instructional programs to the surrounding communities.

LACMA’s proposed public programming component is further described in Exhibit D of the Lease Agreement (Attachment 2). The public programming strategy’s goal is to realize

LACMA's vision of engaging the local community both through compelling public art programs and training initiatives that support residents in becoming paid staff. Programs include Social Justice-themed School Tour and Art-Making; Teen Tour Guide Programs; Intergenerational Weekday and Weekend Programs; and Teaching Assistant Training Programs.

### Park Ranger Station

As indicated above, LACMA will improve 4,500 square feet of building space for the installation of a Park Ranger Station. Improvements shall be limited to providing utility (gas, electricity and water) hookups and in ensuring that the Department is able to connect its internal information and technology systems to the electrical and data cable connections of the building. City shall be responsible for any additional capital and other improvements it deems necessary or desires.

### LA Philharmonic and YOLA

LACMA is currently in discussions with the Los Angeles Philharmonic (Philharmonic) concerning the possibility of bringing its Youth Orchestra Los Angeles program to the park. Should this occur, LACMA proposes to sublease a portion of the building to the Philharmonic.

### Project Purpose

The purpose of the proposed project is to fulfill the recreation and educational amenities objective of the original Wetlands Park Project through the renovation, rehabilitation and reuse of Building 71 in the park.

### Local Conditions in Project Vicinity

The proposed Wetlands Park site is located within a long-established urban community comprised of a variety of uses including residential, commercial, public facilities, and industrial. It is within a redevelopment area designed to address a number of identified problems within the region, such as urban decay and blight, depressed economy, overcrowding, and a high crime rate. The area is also characterized by the presence of incompatible land uses, such as industrial uses adjacent to residences, and a lack of amenities such as open space and cultural facilities.

A variety of uses surrounds the site, including residential, commercial, and public facilities. Specifically, to the south is an open lot for vehicle storage/parking and residential uses, primarily single-family homes. To the west, the uses include residential, commercial, and a church; to the east uses include commercial, and a church. To the north are an existing high school (The Maya Angelou Community High School) and a large building that houses a swap meet, and a small food market.



## **CEQA CLEARANCE FOR THE USE OF THE EXISTING EIR FOR THE SOUTH LOS ANGELES WETLANDS PARK**

Staff has determined that the renovation, rehabilitation and reuse of Building 71 under the proposed lease agreement is substantially the same in concept as Phase II the of original South Los Angeles Wetlands Park project. Therefore, based on substantial evidence from a supplemental environmental review, it was determined that the previously certified Final Environmental Impact Report (FEIR-SCH No. 2007051122) and supporting technical studies (Environmental Documents) adequately assesses the environmental effects of the proposed renovation, rehabilitation and reuse of Building 71 project. On April 8, 2008, City Council certified the Final EIR for the park project and adopted Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP). A Notice of Determination filed with the Los Angeles County Clerk occurred on April 11, 2008.

California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no Subsequent or Supplemental EIR is required by the lead agency or by any responsible agency:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revisions in the environmental impact report; or,
3. Previously unknown new information at the time of the certification of the EIR as complete becomes available.

As demonstrated in the supplemental environmental review to follow, all the environmental impacts from the Phase II renovation, rehabilitation and reuse of Building 71 under the proposed lease agreement would be same or substantially similar to those assessed in the certified EIR. Staff has determined that:

- 1) The proposed project **will not** involve substantial changes in the project scope requiring major revisions in the previous EIR due new significant environmental effects, or an increase in the severity of previously identified significant effects;
- 2) The circumstances under which the project is undertaken **will not** require revisions of the previous EIR due new significant environmental effects or an increase in the severity of previously identified significant effects;
- 3) There is **no** new information of substantial importance showing new significant environmental effects not discussed in the previous EIR, or an increase in the severity of previously examined significant effects;
- 4) There are **no** mitigation measures or alternatives to the project considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, but not adopted with the previous EIR.

Based on this determination, the proposed Project does not meet the requirements for preparation of a Subsequent or Supplemental EIR pursuant to Section 15162 and 15163 of the State CEQA Guidelines for approval of the project.

Comparison of Project Descriptions

<b>EIR Project Description</b>	<b>Current Proposed Project Description</b>
<b>Renovations/Rehabilitation</b>	<b>Renovations/Rehabilitation</b>
Not specified, but in compliance with Secretary of Interior Standards	Improvements include the repair and retrofit of the building to meet current code requirements for seismic, structural, mechanical, electrical, and plumbing systems, and to otherwise, accommodate the museum needs, including the installation of a loading dock. (Assuming compliance with Secretary of Interior Standards
<b>Reuse (81,760 sq. ft.)</b>	<b>Reuse (35,000 sq. ft.)</b>
10,000 sq. ft. multi-use community center (learning center, meeting rooms, and kitchen  5,000 sq.ft. storage space for community center	10,000 sq.ft. public programming, including the storage of LACMA’s art collection, operation of a restaurant or café, operation of a retail space
10,000 sq. ft. events center/multi-purpose open area	8,500 sq. ft. additional public programming
46,760 sq. ft. general office space	4,500 sq. ft. Ranger Station
10,000 sq. ft. Transportation Museum	12,000 sq. ft. other improvements for public programming

Based on the comparison of the project described and analyzed in the EIR to the current proposed renovation and reuse project description, potential environmental effects would be the same or similar, and possibly less than those identified and examined in the previous EIR.

## **ADDITIONAL FACTUAL SUPPORT FOR USE OF THE CERTIFIED EIR**

The purpose of this supplemental environmental review (checklist) is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigations in prior environmental documents. The environmental categories might be answered with a “no” in the checklist since the component project for the reuse of Building 71 at South LA Wetlands Park does not introduce changes that would result in a modification to the conclusion of the prior environmental documents.

### **EXPLANATION OF CHECKLIST EVALUATION CATEGORIES**

#### Where Impact Was Analyzed

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

#### Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review or a substantial increase in the severity of a previously identified impact.

#### Any new Circumstances Involving New Impacts?

Pursuant to Section 15162(a) (2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) that:

1. Have occurred subsequent to the prior environmental documents;
2. Would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents;
3. Substantially increase the severity of a previously identified impact.

#### Any new Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A-D) of the CEQA Guidelines, this column indicates whether new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified as complete, requiring an update to the analysis of the previous

environmental documents to verify that the environmental conclusions and mitigations remain valid. If the new information shows that:

- (A) The project will have one or more effects that are significant not discussed in the prior environmental documents;
- (B) Significant effects previously examined will be substantially more severe than shown in the prior environmental documents;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative;
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative, then the question would be answered 'Yes' requiring the preparation of a subsequent or supplemental EIR.

However, if the additional analysis completed as part of this Environmental Review finds:

1. that the conclusions of the prior environmental documents remain the same and no new significant impacts are identified
2. identified environmental impacts are not found to be more severe
3. additional mitigation is not necessary,

then the question would be answered 'No' and no additional environmental documentation (supplemental or subsequent EIR) is required. New studies completed as part of this environmental review are attached to as an Addendum, or are on file with the Department.

#### Mitigation Measures Addressing Impacts.

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental document provides mitigation measures to address effects in the related impact category. In some cases, the mitigations have already been implemented. A "yes" response will be provided in either instance. If "NA" is indicated, this Environmental Review concludes that the impact does not occur with this project and therefore no mitigations are needed.

## **DISCUSSION AND MITIGATION SECTIONS**

### Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or that has already been implemented.

### Mitigation Measures

Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

### Conclusions

A discussion of the conclusion relating to the analysis contained in each section.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Document's Mitigation Measures Addressing Impacts.
<b>1. Aesthetics. Would the Project:</b>					
a. Have a substantial adverse effect on a scenic vista?	3.11-3.12	NO	NO	NO	
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	3.11-3.12	NO	NO	NO	
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	3.11-3.12	NO	NO	NO	
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	3.11-3.12	NO	NO	NO	

## **1. Aesthetics. Would the Project:**

### **Discussion:**

The certified EIR analyzes whether the project would interfere with views of visual resources or it would blend with existing views. According to the study, the rehabilitation of Building 71, conducted according to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, would improve the visual character of the site and enhance the overall quality of the neighborhood. All lighting provided would comply with City of Los Angeles lighting requirements and would be directed so as to minimize glare and spillover impacts outside of the site boundaries. It is anticipated that the lighting would be less than the lighting used previously for the Metro facility.

### **Mitigation Measures:**

There are no mitigation measures to reduce the impact of the project on aesthetic resources, because the certified EIR did not anticipate that the project, which would comply with state and local ordinances, would have significant impacts on aesthetic resources

### **Conclusion:**

The certified EIR concluded that the project would not have significant impact on aesthetic resources. The rehabilitation of Building 71 to include a mix of public and private cultural and office based activities does not change the scope of work analyzed in the certified EIR, and does not involve substantially more severe impacts on aesthetic resources. In fact, the proposed rehabilitation does not involve any exterior modification of the building and therefore it does not need any further analysis or verification.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>2. Agriculture. Would the project:</b>					
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	NA				
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	NA				
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	NA				
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact agricultural resources, and therefore was eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>3. Air Quality. Would the project:</b>					
a. Conflict with or obstruct implementation of the applicable air quality plan?	3.40	NO	NO	NO	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	3.40-3.42	NO	NO	NO	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	3.42-3.43	NO	NO	NO	AQ1
d. Expose sensitive receptors to substantial pollutant concentrations?	NA				
e. Create objectionable odors affecting a substantial number of people?	NA				

### 3. Air Quality

**Discussion:**

The certified EIR analyzes the impacts of construction and operations on local air quality.

The analysis of the impacts of construction activities focuses on the actions needed to construct the wetlands and finds that NO<sub>x</sub> emissions should be mitigated and that construction would have significant unavoidable and localized impacts due to PM<sub>10</sub> emissions during construction. PM<sub>10</sub> and NO<sub>x</sub> emissions would occur mostly during the demolition of the buildings located on the site of the proposed wetlands and would not be significant during the rehabilitation of Building 71.

Emissions during operation were estimated based on the different activities that would take place in the entire area. The certified EIR estimates that Building 71 would be used as follows: 20,000 sqft. as library; 46,760 sqft. as general office; 10,000 sqft. as civic center and 5,000 sqft. as warehouse.

The current proposed uses can be summarized as follows: 30,500 sqft. public programming; 4,500 sqft ranger, station and the remaining 46,000 sqft. uses compatible with general office uses. Although the mix of uses would be slightly different, we assume that the potential trip generation of public programming could not be larger than the potential trip generation of a library or a civic center and that the trip generation potential of a ranger station would not be larger than that of a warehouse.

**Mitigation Measures:**

The certified EIR mandates mitigation measures to reduce NO<sub>x</sub> emission during construction. Such emissions would be caused by off road equipment that would not be used during the rehabilitation of Building 71.

**Conclusion:**

The certified EIR concluded that construction activities would generate NO<sub>x</sub> emissions that would exceed the regional threshold of significance that would be mitigated by AQ1. It also found that construction activities would generate PM<sub>10</sub> emissions that would exceed the local threshold of significance. Project operations, on the other hand, would not generate significant air quality impacts.

Constructions activities to rehabilitate Building 71 would entail a small portion of the equipment and of the dirt movement required by the entire project analyzed in the certified EIR and would not add significant impacts to the impacts already analyzed in the document. Furthermore, given the compatibility of the proposed uses of Building 71 with the potential uses of the building considered in the certified EIR, the air quality impact of the proposed uses of Building 71 during operation would not be different from the air quality impact of the uses considered in the certified EIR, and that therefore no additional analysis is needed.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>4. Biological Resources. Would the project:</b>					
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	3.50-3.57	NO	NO	NO	BIO1 and BIO2
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	3.50-3.57	NO	NO	NO	
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	3.50-3.57	NO	NO	NO	
d. Interfere substantially with the movement of any native resident or migratory fish and wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	NA				
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	3.50-3.57	NO	NO	NO	

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	NA				
<b>4. Biological Resources</b>					
<p><b>Discussion:</b>  The certified EIR finds that the site of the proposed Wetlands Park is urbanized and neither species of concern nor supporting habitat is present on the site. The development of the site as a Wetlands Park could include the planting of tree species that are protected (i.e., oaks) and/or could attract special status wildlife species, namely the Southwestern willow flycatcher.  Future operation and maintenance activities within the proposed Wetlands Park, however, could impact those sensitive species, should they become established at the site. Construction activities needed to rehabilitate Building 71 could also impact those sensitive species. However, most construction activities would end by March 2018 (the start of a new nesting season) and they would not disturb sensitive species that might have established in the wetlands.</p> <p><b>Mitigation Measures:</b>  The certified EIR mandates that to mitigate potential impacts to Southwestern willow flycatcher during the nesting season and avoid violations of federal and state migratory bird protections, the following mitigation measures would be implemented:  BIO1: Prepare a Wetlands Park monitoring plan that would require seasonal monitoring for the presence of the Southwestern willow flycatcher and other migratory birds if vegetation control or wetlands replanting is/are required during the breeding and nesting season (starting in March) once the Wetlands Park becomes operational.[...]  BIO2: Refrain from vegetation control during the nesting season if Southwestern willow flycatcher or other migratory birds that would be affected by either vegetation control activities or wetlands replanting. [...] Vegetation control activities would occur prior to the nesting season to allow for adequate mosquito habitat control while also avoiding nest damage or disturbance. Vegetation control may occur during the nesting season in constructed wetland areas where no nests of migratory birds are present, as determined by a biologist.</p> <p><b>Conclusion:</b>  The certified EIR finds that with mitigation measures BIO1 and BIO2 operation of the proposed project would not result in significant impacts to biological resources. The rehabilitation of Building 71 will not involve changes in the project scope that would require additional analysis. Although local circumstances have changed, because of the presence of the new wetlands, BIO1 and BIO2 would mitigate the potential impacts of construction activities of the proposed project on biological resources. As such, the proposed project’s impacts would not need additional analysis or verification.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>5. Cultural Resources. Would the project:</b>					
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	3.63-3.88	NO	NO	NO	CUL4, CUL5, CUL6 and CUL7
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	3.63-3.88	NO	NO	NO	CUL2 and CUL3
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	3.63-3.88	NO	NO	NO	CUL1
d. Disturb any human remains, including those interred outside the formal cemeteries?	3.63-3.88	NO	NO	NO	CUL2

## 5. Cultural Resources.

### **Discussion:**

The project analyzed in the certified EIR included the demolition of several buildings that would be contributors to a California Register – eligible historic district associated with the operation of the former Los Angeles Railway (LARy) and the rehabilitation of the former paint shop, called Building 71. The proposed project would rehabilitate Building 71 following the recommendations the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and adaptive re-use it as a space for public programming.

### **Mitigation Measures:**

To mitigate the impact on historic resources, the certified EIR mandated a comprehensive historic documentation of the entire site, consistent with the Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) format and conform to the applicable standards described in the Secretary of Interior Standards for Architectural and Engineering Documentation to be deposited at the MTA Dorothy Peyton Gray Transportation Library and to the Central Branch of Los Angeles Public Library (CUL5). Furthermore, prior to the commencement of any demolition activity, potentially historic items would be identified, salvaged and stored for future use (CUL6). Finally, a transportation museum plan and/or an interpretive program which presents the history of the South Park Shops complex would be developed for implementation during Phase II. The interpretive program would include an internet website that would be of educational benefit to the public and illustrate the history and historic architecture of the site through photographs, video, and oral history interviews collected from former Los Angeles Railway/Los Angeles Transit Lines employees, and others, familiar with historic functioning of the facility. Additionally, a permanent, on-site interpretive facility presenting the history of the property and possibly incorporating historic building documentation and salvaged elements of the historic property would be created during Phase II of the Wetlands Park (CUL7).

### **Conclusion:**

The certified EIR concluded that the project, even with the implementation of mitigation measures, would include a substantial adverse change to historic resources. CUL5 and CUL6 had been implemented before the construction of the South LA Wetlands Park and the proposed project, which would rehabilitate Building 71 following the recommendation of the historic survey, include the implementation of CUL7. As such, the proposed project consists in the implementation of Phase II of the project analyzed in the certified EIR, it does not involve any substantially more severe impact; its circumstances do not involve any new significant impact and no new findings or verifications are needed.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>6. Geology and Soils. Would the project:</b>					
<p>a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <ul style="list-style-type: none"> <li>i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</li> <li>ii. Strong seismic ground shaking?</li> <li>iii. Seismic-related ground failure, including liquefaction?</li> <li>iv. Landslides?</li> </ul>	NA				
<p>b. Result in substantial soil erosion or the loss of topsoil?</p>	NA				
<p>c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p>	NA				
<p>d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p>	NA				

e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	NA				
<b>6. Geology and Soils</b>					
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact geology and soils, and therefore the item was eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>7. Greenhouse Gas Emissions. Would the project:</b>					
a. Generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment?	3.43-3.44	NO	NO	NO	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	3.43-3.44	NO	NO	NO	
<p><b>Discussion:</b> The certified EIR assumes that energy requirements of the project in its entirety would be going to be smaller than the energy requirements of the structures existing in the area before the project and concludes that there would be no net increase of GHG emissions.</p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b> The EIR determined that the project would not increase GHG emissions and that no mitigation measures would be necessary. The rehabilitation of Building 71 to include private and public activities is consistent with the project analyzed in the certified EIR and does not involve new significant impacts. Local air quality conditions have not significantly changed, therefore no new or more severe impacts are expected and no new analysis or verification are needed.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>8. Hazards and Hazardous Materials. Would the project:</b>					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	3.119-3.129	NO	NO	NO	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	3.119-3.129	NO	NO	NO	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	3.119-3.129	NO	NO	NO	HAZ1, HAZ2, HAZ 3, HAZ4, HAZ5 and HAZ6
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	3.119-3.129	NO	NO	NO	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	NA				
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working on the project area?	NA				

<b>8. Hazards and Hazardous Materials. Would the project:</b>					
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	NA				
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	NA				

## 8. Hazards and Hazardous Materials

### **Discussion:**

The analysis included in the certified EIR found clarifiers, underground tanks and soil contamination in the portion of the area that needed to be excavated to build the South LA Wetlands Park and found lead and asbestos containing materials in the existing buildings. Building 71 contains white and beige lead based peeling paint and brown vinyl tiles containing asbestos at different hazardous concentrations. Removal of hazardous and contaminated materials would potentially cause significant impacts on human health.

The certified EIR also addresses issues related to vector control and points out that if the wetlands were not maintained adequately, there could be areas of reduced water flow that would be conducive to mosquito larvae growth and in the harboring of adult mosquito population.

### **Mitigation Measures:**

The certified EIR includes mitigation measures that would reduce the potential release of contaminated materials to the environment and protect workers during demolition, excavation and renovation. Mitigation measures related to the wetland excavation were implemented during construction, and a few mitigation measures are targeted specifically to the removal and renovation of existing buildings:

HAZ2: Prior building demolition, review past asbestos containing materials (ACM) and lead-based paint (LBP) surveys and, if necessary, perform new surveys to identify all ACM and LBP in all buildings on the Wetlands Park site. [...] All ACM and LBP would be removed or otherwise abated prior to demolition or, in case of the retained building, renovation. Removal and abatement activities would comply with all applicable laws, regulations and rules.

HAZ3: Prior to demolition of the buildings and renovation of the retained building, coordinate with the Greater Los Angeles Vector Control District (GLAVCD) and implement vector eradication.

### **Conclusion:**

The certified EIR finds that following implementation of mitigation measures there would be no significant impacts from hazards of hazardous materials associated with the project. The potential impacts of Building 71 rehabilitation are addressed in the certified EIR, which includes mitigation measures targeted specifically to the rehabilitation process. The project scope of the proposed project has not substantially changed to require new analysis, local environmental circumstances have been adequately addressed by the certified EIR and no new information has emerged that requires new analysis or verification. As such, with the implementation of mitigation measures, the proposed project is not expected to result in significant exposure of people and workers to health hazards or public nuisance.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>9. Hydrology and Water Quality. Would the Project:</b>					
a. Violate any water quality standards or waste discharge requirements?	3.139-3.145	NO	NO	NO	
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	3.139-3.145	NO	NO	NO	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	3.139-3.145	NO	NO	NO	
d. Substantially alter the existing drainage patten of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	3.139-3.145	NO	NO	NO	
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	3.139-3.145	NO	NO	NO	
f. Otherwise substantially degrade water quality?	3.139-3.145	NO	NO	NO	

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9. Hydrology and Water Quality. Would the Project:					
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	3.139-3.145	NO	NO	NO	
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	3.139-3.145	NO	NO	NO	
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	3.139-3.145	NO	NO	NO	
j. Inundation by seiche, tsunami, or mudflow?	3.139-3.145	NO	NO	NO	
<p><b>Discussion:</b>  The certified EIR addresses issues of water quality and flood control associated with the construction of the South LA Wetlands Park such as stormwater management, erosion and alteration of drainage patterns during construction and operation and water quality during construction and operation. The document concludes that with compliance with the Construction General Permit and local City stormwater ordinances related to construction activities all hydrology and water quality impacts are expected to be less than significant. The rehabilitation of Building 71 does not include additional construction activities that could have any impact on hydrology and water quality and would be carried out in compliance with existing construction rules.</p> <p><b>Mitigation Measures:</b>  Construction General permit rules and local City stormwater ordinances related to construction activities will be implemented.</p> <p><b>Conclusion:</b>  The certified EIR concludes that the project would not be expected to have significant impacts on hydrology and water quality. The rehabilitation of Building 71 to include private and public activities is consistent with the project analyzed in the certified EIR and does not involve new significant impacts. Although the local environmental setting is quite different from the environmental setting analyzed in the EIR, because Building 71 is now adjacent to a wetland, the project is expected to comply with the existing rules and regulations on construction activities as indicated in the certified EIR and is not expected to affect the severity of the impacts identified in the EIR, nor to require new analysis or verifications.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>10. Land Use and Planning. Would the project:</b>					
a. Physically divide an established community?	NA				
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	3.161-3.165	NO	NO	NO	LU-2
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	3.161-3.165	NO	NO	NO	
<p><b>Discussion:</b>  The certified EIR analyzes the compatibility of the project with applicable land use plans and acknowledges that a General Plan amendment, a zone change, a conditional use permit and a variance would be needed. Furthermore, it finds that the proposed uses are compatible with the existing uses of the surrounding properties even more than the original light industrial land use. However, it finds a discrepancy between the number of parking stalls currently required for the uses proposed in Building 71 (Zoning Code Section 12.21A4) and the number of parking stalls currently available on the property, and identifies the need for a zone variance (LU-2).</p> <p><b>Mitigation Measures:</b>  The General Plan amendment, zone change, conditional use permit and a zone variance to reduce the parking requirements have been approved (CPC-2006-9769-GPA-ZC-CU-ZV-SN) by the Los Angeles City Council on April 22, 2008.</p> <p><b>Conclusion:</b>  The certified EIR concludes that, with mitigation measures, the project would not generate impacts on land use and planning. The rehabilitation of Building 71 impact on land use has been addressed by the certified EIR. As such, the project does not include any activity that would involve additional significant or more severe impacts as the project assessed by the certified EIR. At the same time, although local circumstances have changed, they do not involve any new significant or substantially more severe impact and no new information requiring new analysis or verification has surfaced.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>11. Mineral Resources. Would the Project:</b>					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	NA				
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	NA				
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact mineral resources, and therefore the item was eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>12. Noise. Would the project result in:</b>					
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	3.175-3.185	NO	NO	NO	
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	3.175-3.185	NO	NO	NO	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	3.175-3.185	NO	NO	NO	NOS1, NOS2 and NOS3
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	3.175-3.185	NO	NO	NO	
e. For a project located within an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	3.175-3.185	NO	NO	NO	
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	3.175-3.185	NO	NO	NO	

## 12. Noise.

### **Discussion:**

The certified EIR discusses the noise environment of the area surrounding the proposed Wetlands Park site, and analyzes the effects of construction and operational noises related to the project. It finds that temporary construction noise during the demolition phase and during excavation and grading of the proposed wetlands would represent a significant impact to sensitive receptors. It also finds that noise related to the operation of the South LA wetlands park would be mostly caused by additional traffic, and would not involve significant impacts. In relation to the activities taking place in Building 71, the certified EIR claims that “Activities related to the educational center, community room, transportation museum, and general office uses would be confined to the existing and retained building, and are not expected to result in operational noises that would be noticeable outside of the proposed Wetlands Park, or result in noise level increases that approach or exceed 3 dBA. As a consequence, operation associated with the proposed Wetlands Park is not expected to result in significant noise impacts.” (City of Los Angeles, Bureau of Engineering, *Draft Environmental Impact Report for the South Los Angeles Wetlands Park Project*, SCH#2007051122, W.O. EW40006, Los Angeles 2007, p. 3-184)

### **Mitigation Measures:**

The certified EIR includes mitigation measures that would lessen the noise impact on sensitive receptors during construction and such measures have been implemented.

### **Conclusion:**

The certified EIR concludes that during construction of the wetlands short term significant increases in ambient noise level would occur. The rehabilitation of Building 71 requires mostly indoor construction and its future uses are compatible with the uses analyzed in the certified EIR. Therefore, the facility would not be expected to produce operational noises noticeable outside the park. As such, the proposed project would not include activities that involve new significant or more severe impacts. As local noise related conditions have not changed, no new or more severe impacts are expected and no new information requiring new analysis or verification has surfaced.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>13. Population and Housing. Would the Project:</b>					
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	NA				
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	NA				
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	NA				
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact population and housing, and therefore the item was eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>14. Public Services.</b>					
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:	NA				
Fire protection?	NA				
Police protection?	NA				
Schools?	NA				
Parks?	NA				
Other public facilities?	NA				
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact public services, and therefore they were eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					



Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>15. Recreation.</b>					
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	NA				
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	NA				
<p><b>Discussion:</b></p> <p><b>Mitigation Measures:</b></p> <p><b>Conclusion:</b>  The EIR determined that the project would not impact recreation, and therefore the item was eliminated from the analysis. The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR, therefore the same conclusions apply.</p>					

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>16. Transportation/Traffic. Would the project:</b>					
a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ration on roads, or congestion at intersections)?	3.192-3.200	NO	NO	NO	
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	3.196-3.197	NO	NO	NO	
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	NA				
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	NA				
e. Result in inadequate emergency access?	NA				
f. Result in inadequate parking capacity?	3.199-3.200	NO	NO	NO	TRA1, TRA2, TRA3, TRA4, TRA5, and TRA6
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	NA				

## 16. Transportation/Traffic.

### Discussion:

The certified EIR analyzes traffic impacts of the South LA wetlands and of the rehabilitated Building 71, and finds that the construction phase would require a work plan, but the operation of the park and rehabilitated Building 71 would not result in significant impacts on the local transportation system.

The certified EIR bases its conclusion on traffic projections that start in 2008 and end in 2013 and considers that traffic would increase by a yearly 1%. Recent studies completed for the EIR of the South East Los Angeles Community plan find, however, that morning peak traffic in the area has increased by a yearly 0.5% a year (3.65% in the 8 years between 2008 and 2015) (City of Los Angeles, Department of City Planning, *South Los Angeles and Southeast Los Angeles Community Plans Draft EIR*, Los Angeles, CA 2016, p. 4.15-23)

The certified EIR also acknowledge that the parking requirements for the rehabilitated Building 71 would exceed the number of parking spaces available in the area and includes several mitigation measures that would address the issue.

### Mitigation Measures:

The certified EIR includes the following mitigation measures that address the parking shortage related to the rehabilitated Building 71:

TRA-1: Maximize the number of parking spaces designed into the off-street parking lot for Phase I of the Wetlands Park. After Phase II of the Wetlands Park becomes operational, parking demand is expected to be approximately 170 spaces. Prior to the design of Phase II, parking demand and requirements would be re-evaluated based on the specifics of the project and the conditions at that time to determine the exact number of parking spaces needed (beyond the spaces provided in Phase I).

TRA-2: Enter into a shared parking agreement with LAUSD to utilize parking on the proposed Central Region High School No. 16 site across 54th Street, or other proximate land owners that have parking available nearby, to meet parking code requirements, if feasible.

TRA-3: Provide valet parking to allow higher vehicle densities (in the Wetlands Park parking lot) than would otherwise occur under normal parking lot conditions.

TRA-4: Reduce the office space component of Phase II from 46,760 by 20,000 square feet (SF), for a total office space use of 26,760 SF, and use the 20,000 square feet for Phase II parking (based on 350 SF per parking space). Adjustments to the square footage office space conversion to parking can be made provided the parking demand and/or code requirements balance. Any modifications to the structure would comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

TRA-5: Prior to implementation of Phase II, replace a portion of the passive recreational area of the Wetlands Park with an additional off-street surface parking lot to provide the required parking spaces. The estimate surface area of park reduction and parking lot area increase is approximately 0.85 acres (based on 350 square feet per parking space).

TRA-6: During operation of Phase II of the Wetlands Park, provide trip reduction incentives to encourage ride sharing, transit usage, and other trip and parking reductions.

### Conclusion:

The certified EIR finds that, with mitigation measures, the project would not have significant impacts on the transportation system. The rehabilitation of Building 71, that includes uses similar to those assessed in the certified EIR, would re-evaluate parking requirements and implement the mitigation measures that would fit the reassessed parking requirements during the permitting phase of the project. As such, the proposed project does not involve changes that would cause new significant impacts or more severe impacts. Local conditions have changed, but no new or more severe impacts are expected and no new information requiring new analysis or verification are needed.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>17. Utilities and Service Systems. Would the Project:</b>					
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	NA				
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	NA				
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	NA				
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	3.209-3.213	NO	NO	NO	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	NA				
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	3.220-3.226	NO	NO	NO	
g. Comply with federal, state, and local statutes and regulations related to solid waste?	3.220-3.226	NO	NO	NO	

## 17. Utilities and Service Systems.

### **Discussion:**

The certified EIR analyzes the impacts of the project on potable water demand and on solid waste disposal and concludes that there will be no significant impacts and no mitigation measures would be required.

### **Mitigation Measures:**

### **Conclusion:**

The certified EIR finds that the project would not have significant impacts on potable water demand and on solid waste disposal and that no mitigation measures are required. The rehabilitation of Building 71 includes uses similar to those assessed in the certified EIR and does not involve changes that would cause new significant impacts or more severe impacts. As local water demand and solid waste disposal conditions have not changed, no new or more severe impacts are expected and no new information requiring new analysis or verification are needed.

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigations Implemented or Address Impacts.
<b>18. Mandatory Findings of Significance.</b>					
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	3.50-3.57 3.63-3.88	NO	NO	NO	BIO1 and BIO2 CUL 5-7
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	5.1-5.14	NO	NO	NO	
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	3.50-3.57 3.119-3.129 3.161-3.165 3.175-3.185 3.192-3.200 3.220-3.226	NO	NO	NO	HAZ1, HAZ2, HAZ 3, HAZ4, HAZ5 and HAZ6 LU2 NOS1, NOS2 and NOS3 TRA1, TRA2, TRA3, TRA4, TRA5, and TRA6
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	3.11-3.12	NO	NO	NO	

## 18. Mandatory Findings of Significance.

### Discussion:

The certified EIR finds that the project would not have significant impacts on aesthetics, hydrology and water quality and on utilities (potable water demand and solid waste), and finds that it would not generate additional light or glare. It also finds that, with mitigation measures, the project would not have significant impacts on biological resources and on archaeological and paleontological resources. Furthermore, it finds that, mitigation measures would be key to reduce the project's impacts on hazards and hazardous materials, land use and transportation to a less than significant level. Finally, it finds that the project would have significant and unavoidable impacts on air quality, on cultural resources and on noise and that these impacts would cumulate to similar impacts of other projects in the area.

### Mitigation Measures:

Many of the mitigation measures included in the certified EIR have been implemented in the construction phase of South LA Wetlands Park. Nevertheless, the document contains some measures targeted to the rehabilitation of Building 71, and specifically:

CUL7: that includes the development of a transportation museum plan and/or an interpretive program which presents the history of the South Park Shops complex;

HAZ2: Prior building demolition, review past asbestos containing materials (ACM) and lead-based paint (LBP) surveys and, if necessary, perform new surveys to identify all ACM and LBP in all buildings on the Wetlands Park site. [...] All ACM and LBP would be removed or otherwise abated prior to demolition or, in case of the retained building, renovation. Removal and abatement activities would comply with all applicable laws, regulations and rules.

HAZ3: Prior to demolition of the buildings and renovation of the retained building, coordinate with the Greater Los Angeles Vector Control District (GLAVCD) and implement vector eradication.

TRA-1: Maximize the number of parking spaces designed into the off-street parking lot for Phase I of the Wetlands Park. After Phase II of the Wetlands Park becomes operational, parking demand is expected to be approximately 170 spaces. Prior to the design of Phase II, parking demand and requirements would be re-evaluated based on the specifics of the project and the conditions at that time to determine the exact number of parking spaces needed (beyond the spaces provided in Phase I).

TRA-2: Enter into a shared parking agreement with LAUSD to utilize parking on the proposed Central Region High School No. 16 site across 54th Street, or other proximate land owners that have parking available nearby, to meet parking code requirements, if feasible.

TRA-3: Provide valet parking to allow higher vehicle densities (in the Wetlands Park parking lot) than would otherwise occur under normal parking lot conditions.

TRA-4: Reduce the office space component of Phase II from 46,760 by 20,000 square feet (SF), for a total office space use of 26,760 SF, and use the 20,000 square feet for Phase II parking (based on 350 SF per parking space). Adjustments to the square footage office space conversion to parking can be made provided the parking demand and/or code requirements balance. Any modifications to the structure would comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

TRA-5: Prior to implementation of Phase II, replace a portion of the passive recreational area of the Wetlands Park with an additional off-street surface parking lot to provide the required parking spaces. The estimate surface area of park reduction and parking lot area increase is approximately 0.85 acres (based on 350 square feet per parking space).

TRA-6: During operation of Phase II of the Wetlands Park, provide trip reduction incentives to encourage ride sharing, transit usage, and other trip and parking reductions.

### Conclusion:

The rehabilitation of Building 71 includes uses that are not dissimilar from the uses assessed in the certified EIR. As such, it does not involve changes that would cause new significant impacts or more severe impacts. Local conditions have slightly changed, for the presence of the new South LA Wetlands Park in the immediate vicinity of the building, but no new or more severe impacts are expected and no new information requiring new analysis or verification are needed.



**BOARD REPORT**

NO. 17-136

DATE June 07, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER FOR YOUTH JOB CORPS PROGRAM

*A.P. Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



\_\_\_\_\_

General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept a donation in the amount of One Hundred Thousand, Eight Hundred Dollars (\$100,800.00) from the Friends of EXPO Center for EXPO Center's Youth Job Corps Program (Program) and give appropriate recognition to the donor;
2. Authorize the the Department of Recreation and Parks' (RAP) Chief Accounting Employee to approve, encumber and disburse stipend payments to participants of the Program from funds deposited in Fund 302, Department 89, EXPO (EPICC) Donation Account 89837M, sub-account PG; and,
3. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Friends of EXPO Center was established as a 501(c) organization in 1998 to develop the site of the 1932 Los Angeles Olympic Swimming Stadium and construct a state-of-the-art recreational and community center. Today, a thirty-two (32) member volunteer board comprised of community and business leaders continues to provide strategic support and fiscal assistance to EXPO Center. EXPO Center will receive One Hundred Thousand, Eight Hundred Dollars (\$100,800.00) from the Friends of EXPO Center for the EXPO Center Youth Job Corps Program. The funds will be deposited into the EXPO (EPICC) Donation Account 837M/PG. The funds will be used for the purpose of paying stipends to interns who participate in the Program.

The Friends of EXPO Center has supported this Program for eight years, donating a total of Three Hundred Ninety-Eight Thousand Dollars (\$398,000.00) to support EXPO Center's Youth Job Corps Program. This year, EXPO Center will be employing sixty (60) interns. The Natural

BOARD REPORT

PG. 2

NO. 17-136

History Museum of Los Angeles County, EXPO Center's program partner, will hire an additional ten EXPO Center teens to intern at the Museum. In total, seventy (70) teens will have an opportunity to receive a paid internship.

The EXPO Center Youth Job Corps Program is committed to positive youth development by providing healthy alternatives through job and life skills training to teen members at EXPO Center. Program elements include: learning about teamwork, building job skills and a strong work ethic, improving leadership skills, learning tolerance of others, and developing a sense of responsibility. Interns will participate and conduct activities in a day camp setting, aquatics, work in the Exposition Park Rose Garden, as well as gain administrative experience. Participants will intern a maximum of two hundred fifty (250) hours and receive a stipend of Ten Dollars and Fifty Cents (\$10.50) per hour of interning.

FISCAL IMPACT STATEMENT

Acceptance of this donation has no fiscal impact on RAP's General Fund.

This Report was prepared by Belinda Jackson, Executive Director, EXPO Center.

**BOARD REPORT**

NO. 17-137

DATE June 07, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GOLF DIVISION – STATUS REPORT ON GOLF’S FOURTH, FIFTH AND SIXTH YEARS AS A SPECIAL FUND OPERATION; ALLOCATION OF FISCAL YEAR 2013-14, FISCAL YEAR 2014-15, AND FISCAL YEAR 2015-16 GOLF OPERATING INCOME; VARIOUS GOLF MATTERS

\*AP Diaz   
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Park's (RAP) Chief Accounting Employee to transfer Two Million, Four Hundred Sixty-Two Thousand, Three Hundred Seventy-Seven Dollars (\$2,462,377.00) from Golf Operation Account 89G401, Fund 52H, Department 89, to Golf Emergency Contingency Account 89G403, Fund 52H, Department 89, to fund unanticipated golf expenditures;
2. Authorize the RAP Chief Accounting Employee to re-establish the old appropriation Account 89770K, Armand Hammer Golf Course / Holmby Park, Fund 302, Department 89;
3. Authorize the RAP Chief Accounting Employee to transfer Eighty-Two Thousand, One Hundred Fifty-Seven Dollars and Twenty-Three Cents (\$82,157.23) from Golf Operation Account 89G401, Fund 52H, Department 89, to Armand Hammer Golf Course / Holmby Park Account 89770K, Fund 302, Department 89;
4. Authorize the RAP Chief Accounting Employee to transfer funds from Golf Operation Account 89G401, Fund 52H, Department 89, to Golf Capital Improvement Account 89G402, Fund 52H, Department 89, pursuant to Board Report 16-079; and
5. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARYGolf Operating Income

On July 1, 2010, the City of Los Angeles (City), RAP Golf Division ceased receiving RAP General Fund support and began operating as a self-sustaining Division within RAP. The Golf Division became responsible for all costs, including indirect costs, related to the operations and maintenance of the City's golf facilities.

During Fiscal Year (FY) 2013-14, the Golf Division generated gross revenue of Twenty-Four Million, Six Hundred Thirty-Three Thousand, Six Hundred Nine Dollars (\$24,633,609.00) and a net operating income of Nine Hundred Sixty-Four Thousand, Nine Hundred Fifty-Six Dollars (\$964,956.00). During FY 2014-15, the Golf Division generated gross revenue of Twenty-Four Million, One Hundred Twenty-Four Thousand, Five Hundred Twenty-Nine Dollars (\$24,124,529.00) and a net operating income of One Million, One Hundred Thousand, Nine Hundred Eighty-Four Dollars (\$1,100,984.00). During FY 2015-16, the Golf Division generated gross revenue of Twenty-Three Million, Five Hundred Sixty Thousand, Seven Hundred Fifty-Two Dollars (\$23,560,752.00) and a net operating income of Six Hundred Thirty-Five Thousand, Nine Hundred Fifty-Six Dollars (\$635,956.00) (Attachment A). Of the Six Hundred Thirty-Five Thousand, Nine Hundred Fifty-Six Dollars (\$635,956.00) net income for FY 2015-16, Two Hundred Thirty-Nine Thousand, Five Hundred Nineteen Dollars (\$239,519.00) will be transferred to the Golf Capital Improvement Account 89G402, Fund 52H, Department 89 pursuant to Report No. 16-079. RAP is proposing that net operating income (after Board mandated transfer to the Golf Capital Improvement Account for FY 2015-16) for all three Fiscal Years, totaling Two Million, Four Hundred Sixty-Two Thousand, Three Hundred Seventy-Seven Dollars (\$2,462,377.00), be transferred to Golf's Emergency Contingency Account 89G403, Fund 52H, Department 89, to assist in funding unanticipated golf expenditures.

Armand Hammer / Holmby Park

On July 1, 2016, the Golf Division stopped maintaining and operating the Armand Hammer Golf Course / Holmby Park. Maintenance and operation of the golf course and the park were assumed by West Area Maintenance in the Pacific Region. Armand Hammer Golf Course / Holmby Park receives an annual donation of Eight Thousand Dollars (\$8,000.00) from the Armand Hammer Foundation. The funds are earmarked for capital improvement projects and are maintained in the Golf Operation Account. Since the Golf Division no longer operates and maintains the Armand Hammer Golf Course / Holmby Park, RAP is proposing transferring Eighty-Two Thousand, One Hundred Fifty-Seven Dollars, and Twenty-Three Cents. (\$82,157.23) from the Golf Operation Account 89G401, Fund 52H, Department 89, to Armand Hammer Account 89770K, Fund 302, Department 89.

Transfer of Golf Funds from Golf Operations to Golf Capital Improvement Account

Report No. 16-079, dated April 6, 2016, authorized the implementation of a capital contribution surcharge on every round of golf. The surcharge is \$1.00/round on 9-hole golf courses, \$2.00/round on 18-hole golf courses and \$2.50 per round on Rancho Park Golf Course. The capital contribution surcharge funds are to be utilized to fund necessary capital improvements at

the golf facilities. RAP is proposing authorizing the Chief Accounting Employee to transfer capital contribution surcharge fees from Golf Operation Account 89G401, Fund 52H, Department 89, to Golf Capital Improvement Account 89G402, Fund 52H, Department 89.

#### FISCAL IMPACT STATEMENT

There is no negative impact on the RAP General Fund, as all revenue is deposited to and expenses are paid from the Golf Operations Special Fund 52H.

This Report was prepared by Laura Bauernfeind, Golf Manager, Golf Division.

#### LIST OF ATTACHMENT(S)

- 1) Operating Income Statement

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Golf Division  
Operating Income Statement**

<b>REVENUE:</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>
Green Fees	\$ 17,746,096	\$ 17,042,044	\$ 16,417,656
Electric Golf Carts	3,739,559	3,735,598	3,743,934
Driving Ranges/Lessons - Self Operated	1,493,292	1,694,228	1,641,314
Other Golf Course Revenue	177,032	172,022	219,829
Reservation Office	485,316	524,675	501,737
Tregnan Junior Golf Academy	174,146	184,840	218,537
Driving Range/Pro Shop/Lessons - Concessions	183,000	146,724	146,724
Food & Beverage Concessions	315,975	335,835	373,925
Interest Income	248,438	204,912	189,985
Merchandise Sales	10,240	38,064	56,540
Other	60,514	45,588	50,572
<b>Total Gross Revenue</b>	<b>\$ 24,633,609</b>	<b>\$ 24,124,529</b>	<b>\$ 23,560,752</b>
<b>EXPENSES:</b>			
<u>Labor</u>			
Full-Time Salaries	\$ 7,424,723	\$ 7,311,081	\$ 7,361,913
Full-Time Indirect Costs	6,915,235	6,817,486	6,719,533
Part-Time Salaries	3,298,513	3,262,461	3,363,307
Part-Time Indirect Costs	1,762,609	1,740,749	1,422,049
Labor Reimbursements	26,712	45,085	62,197
Subtotal: Labor	<u>\$ 19,427,792</u>	<u>\$ 19,176,862</u>	<u>\$ 18,928,999</u>
Supplies & Contract Services	1,935,249	1,895,058	2,094,079
Concession Expenses	19,688	23,562	32,325
Utilities	2,285,924	1,928,063	1,869,393
<b>Total Expenses</b>	<b>\$ 23,668,653</b>	<b>\$ 23,023,545</b>	<b>\$ 22,924,796</b>
<b>OPERATING INCOME (LOSS)</b>	<b>\$ 964,956</b>	<b>\$ 1,100,984</b>	<b>\$ 635,956</b>
Less: Amount to Golf Capital Improvement Account Per Board Report 16-079			\$ 239,519
<b>AMOUNT TO EMERGENCY CONTINGENCY ACCOUNT (FUND 52H, DEPT 89, ACCT 89G403)</b>	<b>\$ 964,956</b>	<b>\$ 1,100,984</b>	<b>\$ 396,437</b>
<b>TOTAL AMOUNT TO EMERGENCY CONTINGENCY ACCOUNT (FUND 52H, DEPT 89, ACCT 89G403)</b>			<b>\$ 2,462,377</b>

**BOARD REPORT**

NO. 17-138

DATE June 07, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GREEN MEADOWS RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3491 WITH CHILDREN’S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

* AP Diaz _____	V Israel _____
R. Barajas _____	N. Williams _____
H. Fujita _____	



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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed First Amendment, herein included as Attachment 1, to Agreement No. 3491, herein included as Attachment 2, between the City of Los Angeles and Children’s Institute, Inc., a California non-profit corporation, subject to the approval of the Mayor and the City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed First Amendment to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals.

SUMMARY

On February 19, 2014, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3491 (Agreement) between the City of Los Angeles (City) and Children’s Institute, Inc. (CII), authorizing CII to operate and maintain a Head Start childcare and development program at Green Meadows Recreation Center, located at 8835 South Avalon Boulevard, Los Angeles, CA 90003, which includes two modular pre-fabricated classrooms and an outdoor play area with playground equipment. CII is a California State licensed, head-start program provider (Lic# 198017622), grant-funded through the Federal Government and selected via a National Head Start competitive bid process (Report No. 14-042).

The Agreement, which was executed on June 26, 2014, carries a three-year term and is due to expire on June 25, 2017.

## BOARD REPORT

PG. 2 NO. 17-138

During the traditional school year, CII provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Green Meadows Recreation Center. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities.

The collaboration between CII and the Department of Recreation and Parks (RAP) has been favorable for the last three years. Communication has been open and the "walk-throughs," during which RAP staff evaluates the facility and operations, have been positive, helpful, and constructive. In anticipation of the Agreement's pending expiration on June 25, 2017, CII contacted the Partnership Division on May 2, 2017, and requested an extension to the term of the Agreement for an additional seven years in order to continue Head Start services in the Green Meadows Recreation Center community.

RAP staff therefore recommends the proposed First Amendment to the Agreement be approved to extend the term of the Agreement seven additional years to a total of ten years. All other terms and conditions will remain unchanged. CII's performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. CII shall continue to accept full liability for their operations at the location and responsibility to maintain appropriate insurance protecting the City's interests. Additionally, CII will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of One Hundred Forty-Two Dollars (\$142.00) per month, for their twelve (12) months of operation, totaling each calendar year the amount of One Thousand, Seven Hundred Four Dollars (\$1,704.00); covering their pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

Other than the term of Agreement No. 3491, other sections were amended to reflect current contact information.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3491 with CII will have no adverse impact on the RAP General Fund, as operations and program costs associated with CII's use of the park facility will be paid by CII, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Edneisha Lee, Management Assistant, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed First Amendment to Agreement No. 3491

BOARD REPORT

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2) Agreement No. 3491

**FIRST AMENDMENT TO AGREEMENT NO. 3491  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
GREEN MEADOWS RECREATION CENTER**

**This FIRST AMENDMENT** to Agreement No. 3491 ("AMENDMENT") is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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 Children's Institute, Inc. ("CII"), a California 501(c)(3) non-profit corporation. CITY and CII may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WITNESSETH

**WHEREAS**, CITY, through its Department of Recreation and Parks, owns and operates real property commonly known as Green Meadows Recreation Center, located at 8835 South Avalon Boulevard, Los Angeles, CA 90003, where CII operates (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment, in an enclosed gated area known as Green Meadows Head Start ("PROPERTY"); and

**WHEREAS**, on February 19, 2014, the Board of Recreation and Park Commissioners ("BOARD") approved Agreement No. 3491 ("AGREEMENT"), between CITY and CII for the year round operation and maintenance of a Head Start child care and development program at the PROPERTY (Report No. 14-042); and,

**WHEREAS**, AGREEMENT was executed on June 26, 2014, for a three (3) year term, expiring on June 25, 2017; and,

**WHEREAS**, on May 2, 2017, CII notified CITY that CII wishes to continue its collaboration with CITY under the same terms and conditions of said AGREEMENT, for an additional seven (7) year term commencing upon the AGREEMENT's initial date of expiration on June 25, 2017; and,

**WHEREAS**, the BOARD approved this AMENDMENT at the Meeting of the Board of Recreation and Park Commissioners on \_\_\_\_\_ (Report No. 17-\_\_\_\_\_).

**NOW THEREFORE**, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the AGREEMENT as follows:

**Section 2 – Term and Termination**

The first two paragraphs of Section 2 are hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of ten (10) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE of June 26, 2014 and shall end upon the expiration of the TERM on June 25, 2024.

### **Section 10 – Consideration**

Section 10 (g) is hereby amended in its entirety and shall now read:

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

### **Section 12 – Capital Project Proposal**

Section 12 (h) is hereby amended in its entirety and shall now read:

- h. CII shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012

### **Section 22 – Notices**

Section 22 is hereby amended in its entirety and shall now read:

Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

First Amendment to Agreement No. 3491  
Children's Institute, Inc.  
Page 3

If to CITY:

Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

Tel.: (213) 202-5600; fax: (213) 202-2614

If to CII:

Dean Bradley, Senior Vice President  
Children's Institute, Inc.  
2121 West Temple Street  
Los Angeles, CA 90026

Tel.: (213) 385-5100; fax: (213) 260-7791

With the exception of Sections 2, 10(g), 12(h), and 22 as amended herein, Agreement No. 3491 shall remain unchanged by this AMENDMENT and in full force and effect. Should any provision of Agreement No. 3491 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT to Agreement No. 3491 as of the day and year first above written.

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

Children's Institute, Inc., a 501 (c)(3) California non-profit corporation

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

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.,  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
GREEN MEADOWS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of June 26, 2014, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Children's Institute, Inc. ("CII"), a 501(c)(3) non-profit corporation. CITY and CII may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at Green Meadows Recreation Center ("CENTER"), located at 8835 South Avalon Boulevard, Los Angeles, CA 90003, which includes two (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment (collectively referred to herein as, "STRUCTURES"), in an enclosed gated area known as the Green Meadows Head Start ("PROPERTY"), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, CII is a federally-funded grantee through the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start ("FEDERAL GOVERNMENT") for the operation of Head Start programs at the CENTER; and,

WHEREAS, CII has demonstrated their ability to provide a Head Start program and was awarded a contract by the FEDERAL GOVERNMENT on June 1, 2013, to provide Head Start programs at various locations; and,

WHEREAS, CII provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, CII has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions contained herein, to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, On November 2, 2011, the Board of Recreation and Park Commissioners ("BOARD") found that non-profit cooperative nursery, Head Start, pre-school and childcare organizations, such as CII, are a recreational use as these programs primarily provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play (Board Report No.11-296); and,

WHEREAS, CITY has agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on February 19, 2014 (Board Report No. 14-042).

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. **Use of Property.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants CII by this AGREEMENT, the authority to use the PROPERTY for the operation of the PROGRAM as described in the description of Permitted Uses set forth below (Section 5 - "PERMITTED USES"), which shall be performed by CII in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and performance of maintenance requirements as described herein, at the sole cost and expense of CII.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
  - b. **Termination.** In addition to termination for an uncured breach or default, or if CII ceases to operate under this AGREEMENT, or CITY issues a written termination notice to CII effective after sixty (60) calendar days from the date of issuance, due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, either CITY or CII may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and CII reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or CII should elect to terminate this AGREEMENT, CII agrees to immediately cease all operations and other activity, remove all personal property and equipment, including STRUCTURES, and to peacefully surrender the PROPERTY to CITY within one hundred eighty (180) calendar days of receiving or providing a written notice of termination. If CII fails to remove all its personal property and equipment within one hundred eighty (180) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event CII shall pay to the CITY upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of CII's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in CII's purpose(s) or function as contained in CII's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by CII, as described herein; or (iv) the failure of CII to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond CII's control.
- d. **Notice of Federal Interest.** The FEDERAL GOVERNMENT granted funds in connection with the purchase of modular building #1, measuring 30-feet by 32-feet, and modular building #2, measuring 32-feet by 40-feet, located on the PROPERTY. Because these two modular buildings were acquired with Federal grant funds and CII is the successor to the original Grantee-recipient of the Federal funds used to purchase the modular buildings, these modular buildings may not be mortgaged, used as collateral, sold, or otherwise transferred from ownership of CII without the written permission of the responsible FEDERAL GOVERNMENT official..
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with CII shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of CII's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of CII's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by CII in their CII Head Start Parent Handbook, from which excerpts are attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of CII's funding to sustain continued operation and maintenance of the PROGRAM and PROPERTY;
  - (iv) The volume of the public's participation in CII's programs; and
  - (v) CII's cooperation with CITY staff.

- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, CII shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
    - (i) Annual Budget and Report of Expenditures;
    - (ii) Data on participants and program results;
    - (iii) Copies of marketing, recruitment, and press materials; and,
    - (iv) Discussion of program changes or challenges.
  - c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with CII. CITY shall not unreasonably withhold its determination.
4. **Access to PROPERTY.** CII and any authorized third party associated with CII's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate CII activities involving the PROPERTY.
5. **Permitted Uses.** CII shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. CII, at its sole cost and expense, shall:
- a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children per classroom, ages three (3) through five (5) years, including related activities to, or incidental to, the provision of Head Start child care services, such as but not limited to program meetings and workshops,

all in accordance with the excerpts from CII Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit-B.

- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its child care programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure CII's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. CII shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CII's use of the PROPERTY.
  - g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
  - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
6. **Days and Periods of Use.** CII shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses during the following days and hours ("PERMITTED TIMES").
- a. PERMITTED TIMES of operation are 8:00 a.m. to 4:30 p.m., Monday through Friday. CII shall be allowed to enter the PROPERTY one (1) hour prior to, and remain one (1) hour after its operations schedule for set-up and clean-up purposes.
  - b. CII shall not be allowed onto the PROPERTY during hours other than those authorized without RAP's prior written authorization.

- c. CII is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m., Monday through Friday and 9:00 a.m. – 5:00 p.m. on Saturday. CENTER is closed on Sundays and Federal Holidays, and is subject to additional closures at the sole discretion of RAP.
  - d. CII shall cooperate with the City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, CII, its staff, and public patrons and/or guests, whether or not involved in CII activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. CII accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or CII, and regardless of cause.
  - b. CII, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. Daily maintenance to be performed by CII during CII's hours of operation:
    - i. Maintain the PROPERTY in a clean and sanitary condition removing all debris and trash;
    - ii. Keep the PROPERTY and the areas within twenty-five (25) feet of the building, clean and safe at all times;
    - iii. Maintain pedestrian paths, common walkways and other shared areas clean and safe;
    - iv. Pick up and dispose of trash and debris whether caused by CII's activity or the activity of CII's contracted vendor(s);

- v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
  - d. CII shall immediately repair any damages to the PROPERTY which occur during CII's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; CII recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
  - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of CII, with glass of the same size, kind, and quality.
  - f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
  - g. CII shall be responsible for shall be responsible for securing the PROPERTY as needed before, during and after hours of operation.
  - h. CII shall maintain all interior walls and surfaces of the PROPERTY, and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems which may now or hereafter exist thereon whether installed by CITY or CII. Prior to making any major repairs to PROPERTY, CII shall obtain written approval from RAP.
  - i. CII waives any and all claims against CITY for damages or Indemnification as a result of the failure to make repairs.
9. **Funding.** All funds, including grants, donations, or any other funds received by CII in connection with the PROPERTY, related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and related services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of CII unrelated to this AGREEMENT and/or the operation and maintenance of this PROPERTY. If for any reason CII fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. CII may charge its patrons appropriate fees for programs, services, and/or activities offered by CII on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for CII's use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and

outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, CII's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, CII's use of the PROPERTY shall be subject to cost recovery reimbursement fee(s) described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$142.00 for costs incurred by RAP related to this AGREEMENT and CII's use of the PROPERTY as approved by the Board on July 19, 2012 (Report No. 12-217). Payments shall be due by the 10<sup>th</sup> day of each month for that current month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of CII. Such utility expenses shall be paid directly by CII to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are paid directly to the provider by CII.
- c. **Trash and Solid Waste Disposal.** Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of CII, with services of a non-CITY provider billed directly to CII where feasible, or recovered by RAP through trash and solid waste fees if not. Trash and Solid Waste fees are paid directly to the provider by CII.
- d. **Staff Impact Fees.** As stated above, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$142.00.
- e. **Telephone and Data Lines.** CII shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that CII uses.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CII is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification which is not required.

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
 Attention: Partnership Division  
 3900 Chevy Chase Drive, Mail Stop 628-9  
 Los Angeles, CA 90039

11. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. CII shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CII.
12. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, CII shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
  - b. Should the project be conceptually approved by the BOARD, CII will be authorized to perform any required preliminary work or site assessments, either through a Right-Of-Entry permit if required, or the CITY's authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, CII may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.
  - d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

- e. When prepared, CII shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
  - f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
  - g. CII shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
  - h. CII shall submit approved plans and specifications for final approval to:  
  
Assistant General Manager, Planning, Construction and Maintenance Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, Suite 100,  
Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
13. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, CII shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. CII or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. CII will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.
- a. CII shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving CII sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to CII.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of CII outside of this AGREEMENT, CII shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in CII's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CII shall

further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CII will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to CII.
- d. CII's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; CII agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of CII's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**14. Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CII undertakes and agrees 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, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost 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 CII's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by CII 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 AGREEMENT and those allowed under the law of the United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

**15. Casualty and Condemnation.** CII shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there on damaged by casualty or taken by condemnation until any such portion or improvement is restored to CII's use. CITY

shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide CII a replacement property for CII's use.

16. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. CII shall use PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or CII to any governmental agency or third party under applicable statute.
17. **Publicity.** CITY and CII 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, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and CII agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or CII, shall appropriately acknowledge the contributions of both CITY and CII. To the extent stipulated in any grant agreement, the CITY and CII shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and CII shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and CII; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or CII, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CII agrees that any public release or distribution of information related to this AGREEMENT or 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"

18. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CII's expense, of any sign previously approved.

On signage at PROPERTY, CII shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

- 19. Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PROPERTY for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. CII shall not charge any fees for film production conducted at PROPERTY.
- 20. Breach or Default by CII.** The following occurrences constitute events of breach or default of this AGREEMENT: CII materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. CII's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
- 21. Breach or Default by CII – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by CII, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to CII, and if CII does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CII, terminate this AGREEMENT without further delay, whereupon CII shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by CII, perform or cause to be performed any of CII's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
- 22. Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing

and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

Partnership Division  
 City of Los Angeles Department of Recreation and Parks  
 3900 Chevy Chase Drive, Mail stop 628-9  
 Los Angeles, CA 90039  
 Tel.: (818) 243-6488; fax: (818) 243-6447

If to CII:

*Dean Bradley*  
 Dr. ~~Jo Dennis, PhD~~, Senior Vice President  
 Children's Institute, Inc.  
 2121 West Temple Street  
 Los Angeles, CA 90026  
 Tel.: (213) 385-5100; fax: (213) 260-7791

23. **Representations and Warranties.** CITY and CII each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and CII, enforceable in accordance with its terms and conditions.
24. **No Joint Venture or Agency Relationship.** 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. CII shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CII represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in CII the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
25. **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.
26. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as

Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. CII and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, CII will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

27. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the CII by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date CII proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. CII shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
28. **Merchandise.** No merchandise shall be sold by CII on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
29. **Safety Practices.** CII shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), CII must notify the Director-in-Charge at Green Meadows Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Green Meadows Recreation Center within seventy-two (72) hours. CII shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
30. **Suspected Child Abuse.** CII or CII's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in CII's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. CII will notify the Director-in-Charge at Green Meadows Recreation Center within twenty-four (24) hours of any such report.
31. **Recreation Center Contact.** Green Meadows Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following contact number:

Daily Operations and Maintenance, Facility Director,  
Telephone No.: (213) 847-4876.

**32. Incorporation of Documents.**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: Excerpts from CII Head Start Parent's Handbook

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

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

CHILDREN'S INSTITUTE, INC., a 501 (c)(3) California non-profit corporation

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

By: Mary M. Emmons

By: Ladawn D. Hill  
\_\_\_\_\_  
Secretary

Title: President & CEO

Date: 6/11/14

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

Title: SVP, Finance & CFO

Date: 6/11/14

**APPROVED AS TO FORM:**

MICHAEL N. FEUER,  
City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney

Date: June 26, 2014

EXHIBIT A  
SITE MAP

The PROPERTY is located at 8835 South Avalon Boulevard, Los Angeles, CA 90003, within the grounds of Green Meadows Recreation Center as identified below.

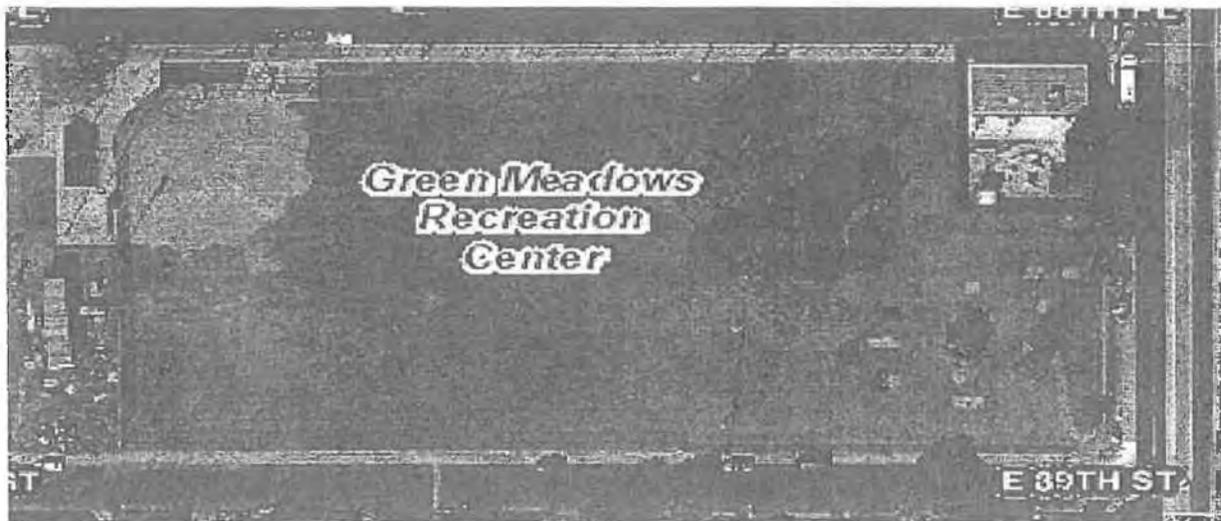
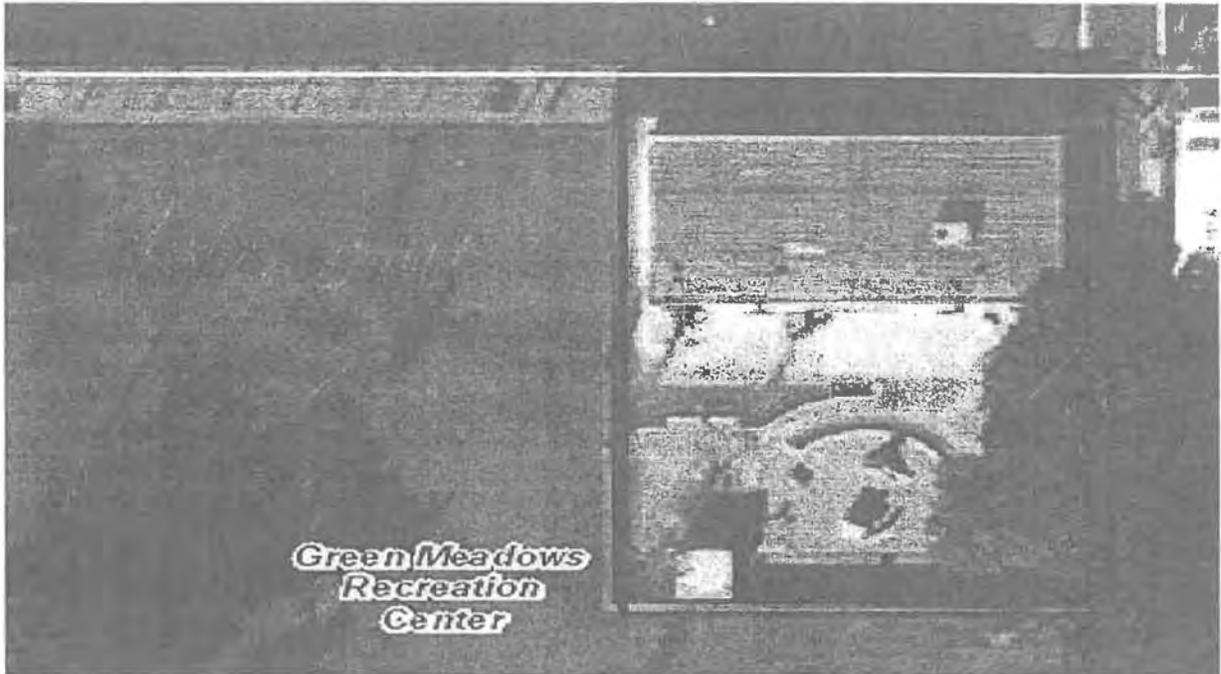


EXHIBIT B  
The CII Head Start Parent Handbook  
(Excerpts)

**Division Mission Statement**

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

**Overview**

CII Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. CII provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

**Eligibility Requirements**

At least 90% of the families enrolling in CII Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

**Child Assessment**

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

**Education**

CII Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

**Curriculum**

CII follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

### **Program Choices**

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

#### **Morning Program:**

8:00 am to 12:00 noon. Breakfast and Lunch is served.

#### **Afternoon Program:**

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided .

#### **Pick-Up and Releasing Children**

For the emotional well being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. CII staff will verify identification and make sure the person picking up is listed as an emergency contact.

#### **Meals Provided**

By participating in the California Adult and Child Care Food Program, CII is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

### **Illness**

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

### **Behavioral Concerns**

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

### **Special Services**

CII Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

### **Family Engagement Opportunities**

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As an CII Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children
- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the CII Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

**In Kind**

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to CII Head Start. All parents, vendors, community partners and friends of CII can participate in this service.

**Client Non-Admittance/Termination Policy**

CII has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for CII to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

**EXHIBIT C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)</b>	
<b>PERIOD COVERED</b>	<b>DATE OF INSPECTION</b>

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<input type="checkbox"/>				
<b>FINANCIAL</b>	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<input type="checkbox"/>				
<b>OUTREACH</b>	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW - PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**  
*Include RAP Staff feedback and participant comments*

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF EVALUATION REVIEWER	
SIGNATURE OF REVIEWER	DATE

**ATTACHMENTS**

Compliance Resolution Forms  
  Public Comments  
  Flyers and PR Materials  
  Photos  
  Program Forms  
 Annual Report  
  Budget  
  Inspection(s)  
  Compliance Check  
  Legal/Insurance Status  
  Other \_\_\_\_\_

Rev February 2012

**EXHIBIT D  
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Children's Institute Inc. Date: 09/19/2013

Agreement/Reference: Operation of a Head Start Program on the grounds of Green Meadows Recreation Center  
 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
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
WC <u>Statutory</u> EL <u>\$1,000,000</u>	
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u></span> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</b>	<u>\$1,000,000</u>
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b> Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance (to cover replacement cost of building - as determined by insurance company)</b> <input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Bullder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> <b>Pollution Liability</b> <input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

Other: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cap.lacty.org/risk/InsuranceForms.htm>  
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their 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](mailto: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](http://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 ToSelf 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.

EXHIBIT E  
Standard Provisions for City Contracts

**BOARD REPORT**

NO. 17-139

DATE June 07, 2017

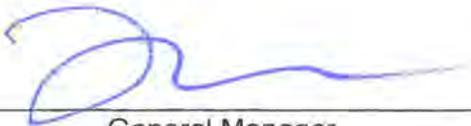
C.D. 8

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: JACKIE TATUM/HARVARD RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3492 WITH CHILDREN’S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

\* AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed First Amendment, herein included as Attachment 1, to Agreement No. 3492, herein included as Attachment 2, between the City of Los Angeles and Children’s Institute, Inc., a California non-profit corporation, subject to the approval of the Mayor and the City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed First Amendment to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals.

SUMMARY

On February 19, 2014, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3492 (Agreement) between the City of Los Angeles (City) and Children’s Institute, Inc. (CII), authorizing CII to operate and maintain a Head Start childcare and development program at Jackie Tatum/Harvard Recreation Center, located at 1506 West 61st Street, Los Angeles, CA 90047, which includes two modular pre-fabricated classrooms and an outdoor play area with playground equipment. CII is a California State licensed, head-start program provider (Lic# 197419009), grant-funded through the Federal Government and selected via a National Head Start competitive bid process (Report No. 14-043).

## BOARD REPORT

PG. 2 NO. 17-139

The Agreement, which was executed on June 26, 2014, carries a three-year term and is due to expire on June 25, 2017.

During the traditional school year, CII provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Jackie Tatum/Harvard Recreation Center. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities.

The collaboration between CII and the Department of Recreation and Parks (RAP) has been favorable for the last three years. Communication has been open and the "walk-throughs," during which RAP staff evaluates the facility and operations, have been positive, helpful, and constructive. In anticipation of the Agreement's pending expiration on June 25, 2017, CII contacted the Partnership Division on May 2, 2017, and requested an extension to the term of the Agreement for an additional seven years in order to continue Head Start services in the Jackie Tatum/Harvard Recreation Center community.

RAP staff therefore recommends the proposed First Amendment to the Agreement be approved to extend the term of the Agreement seven additional years to a total of ten years. All other terms and conditions will remain unchanged. CII's performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. CII shall continue to accept full liability for their operations at the location and responsibility to maintain appropriate insurance protecting the City's interests. Additionally, CII will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of Two Hundred Forty-Nine Dollars (\$249.00) per month, for their twelve (12) months of operation, totaling each calendar year the amount of Two Thousand, Nine Hundred Eighty-Eight Dollars (\$2,988.00); covering their pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

Other than the term of Agreement No. 3492, other sections were amended to reflect current contact information.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3492 with CII will have no adverse impact on the RAP General Fund, as operations and program costs associated with CII's use of the park facility will be paid by CII, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Edneisha Lee, Management Assistant, Partnership Division.

BOARD REPORT

PG. 3 NO. 17-139

LIST OF ATTACHMENTS

- 1) Proposed First Amendment to Agreement No. 3492
- 2) Agreement No. 3492

**FIRST AMENDMENT TO AGREEMENT NO. 3492  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
JACKIE TATUM/HARVARD RECREATION CENTER**

This **FIRST AMENDMENT** to Agreement No. 3492 ("AMENDMENT") is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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 Children's Institute, Inc. ("CII"), a California 501(c)(3) non-profit corporation. CITY and CII may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WITNESSETH

**WHEREAS**, CITY, through its Department of Recreation and Parks, owns and operates real property commonly known as Jackie Tatum/Harvard Recreation Center, located at 1506 West 61<sup>st</sup> Street, Los Angeles, CA 90047, where CII operates (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment, in an enclosed gated area known as Harvard Head Start ("PROPERTY"); and

**WHEREAS**, on February 19, 2014, the Board of Recreation and Park Commissioners ("BOARD") approved Agreement No. 3492 ("AGREEMENT"), between CITY and CII for the year round operation and maintenance of a Head Start child care and development program at the PROPERTY (Report No. 14-043); and,

**WHEREAS**, AGREEMENT was executed on June 26, 2014, for a three (3) year term, expiring on June 25, 2017; and,

**WHEREAS**, on May 2, 2017, CII notified CITY that CII wishes to continue its collaboration with CITY under the same terms and conditions of said AGREEMENT, for an additional seven (7) year term commencing upon the AGREEMENT's initial date of expiration on June 25, 2017; and,

**WHEREAS**, the BOARD approved this AMENDMENT at the Meeting of the Board of Recreation and Park Commissioners on \_\_\_\_\_ (Report No. 17-\_\_\_\_\_).

**NOW THEREFORE**, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the AGREEMENT as follows:

**Section 2 – Term and Termination**

The first two paragraphs of Section 2 are hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of ten (10) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE of June 26, 2014 and shall end upon the expiration of the TERM on June 25, 2024.

### **Section 10 – Consideration**

Section 10 (g) is hereby amended in its entirety and shall now read:

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

### **Section 12 – Capital Project Proposal**

Section 12 (h) is hereby amended in its entirety and shall now read:

- h. CII shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012

### **Section 22 – Notices**

Section 22 is hereby amended in its entirety and shall now read:

Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:  
If to CITY:

First Amendment to Agreement No. 3492  
Children's Institute, Inc.  
Page 3

Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

Tel.: (213) 202-5600; fax: (213) 202-2614

If to CII:

Dean Bradley, Senior Vice President  
Children's Institute, Inc.  
2121 West Temple Street  
Los Angeles, CA 90026

Tel.: (213) 385-5100; fax: (213) 260-7791

With the exception of Sections 2, 10(g), 12(h), and 22 as amended herein, Agreement No. 3492 shall remain unchanged by this AMENDMENT and in full force and effect. Should any provision of Agreement No. 3492 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT to Agreement No. 3492 as of the day and year first above written.

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

Children's Institute, Inc., a 501 (c)(3) California non-profit corporation

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

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.,  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
JACKIE TATUM / HARVARD RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of June 26, 2014, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Children's Institute, Inc. ("CII"), a 501(c)(3) non-profit corporation. CITY and CII may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at Jackie Tatum / Harvard Recreation Center ("CENTER"), located at 1506 West 61<sup>st</sup> Street, Los Angeles, CA 90047, which includes two (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment (collectively referred to herein as, "STRUCTURES"), in an enclosed gated area known as the Harvard Head Start ("PROPERTY"), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, CII is a federally-funded grantee through the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start ("FEDERAL GOVERNMENT") for the operation of Head Start programs at the CENTER; and,

WHEREAS, CII has demonstrated their ability to provide a Head Start program and was awarded a contract by the FEDERAL GOVERNMENT on June 1, 2013, to provide Head Start programs at various locations; and,

WHEREAS, CII provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, CII has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions contained herein, to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, On November 2, 2011, the Board of Recreation and Park Commissioners ("BOARD") found that non-profit cooperative nursery, Head Start, pre-school and childcare organizations, such as CII, are a recreational use as these programs primarily provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play (Board Report No.11-296); and,

WHEREAS, CITY has agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on February 19, 2014 (Board Report No. 14-043).

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. **Use of Property.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants CII by this AGREEMENT, the authority to use the PROPERTY for the operation of the PROGRAM as described in the description of Permitted Uses set forth below (Section 5 - "PERMITTED USES"), which shall be performed by CII in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and performance of maintenance requirements as described herein, at the sole cost and expense of CII.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
  - b. **Termination.** In addition to termination for an uncured breach or default, or if CII ceases to operate under this AGREEMENT, or CITY issues a written termination notice to CII effective after sixty (60) calendar days from the date of issuance, due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, either CITY or CII may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and CII reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or CII should elect to terminate this AGREEMENT, CII agrees to immediately cease all operations and other activity, remove all personal property and equipment, including STRUCTURES, and to peacefully surrender the PROPERTY to CITY within one hundred eighty (180) calendar days of receiving or providing a written notice of termination. If CII fails to remove all its personal property and equipment within one hundred eighty (180) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event CII shall pay to the CITY upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
  - c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of CII's

corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in CII's purpose(s) or function as contained in CII's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by CII, as described herein; or (iv) the failure of CII to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond CII's control.

- d. **Notice of Federal Interest.** The FEDERAL GOVERNMENT granted funds in connection with the purchase of modular building #1, measuring 30-feet by 32-feet, and modular building #2, measuring 32-feet by 40-feet, located on the PROPERTY. Because these two modular buildings were acquired with Federal grant funds and CII is the successor to the original Grantee-recipient of the Federal funds used to purchase the modular buildings, these modular buildings may not be mortgaged, used as collateral, sold, or otherwise transferred from ownership of CII without the written permission of the responsible FEDERAL GOVERNMENT official.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with CII shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of CII's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of CII's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by CII in their CII Head Start Parent Handbook, from which excerpts are attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of CII's funding to sustain continued operation and maintenance of the PROGRAM and PROPERTY;
  - (iv) The volume of the public's participation in CII's programs; and
  - (v) CII's cooperation with CITY staff.

- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, CII shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
    - (i) Annual Budget and Report of Expenditures;
    - (ii) Data on participants and program results;
    - (iii) Copies of marketing, recruitment, and press materials; and,
    - (iv) Discussion of program changes or challenges.
  - c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with CII. CITY shall not unreasonably withhold its determination.
4. **Access to PROPERTY.** CII and any authorized third party associated with CII's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate CII activities involving the PROPERTY.
5. **Permitted Uses.** CII shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. CII, at its sole cost and expense, shall:
- a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children per classroom, ages three (3) through five (5) years, including related activities to, or incidental to, the provision of Head Start child care services, such as but not limited to program meetings and workshops, all in accordance with the excerpts from CII Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit-B.

- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its child care programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure CII's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. CII shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CII's use of the PROPERTY.
  - g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
  - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
6. **Days and Periods of Use.** CII shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses during the following days and hours ("PERMITTED TIMES").
- a. PERMITTED TIMES of operation are 8:00 a.m. to 4:30 p.m., Monday through Friday. CII shall be allowed to enter the PROPERTY one (1) hour prior to, and remain one (1) hour after its operations schedule for set-up and clean-up purposes.
  - b. CII shall not be allowed onto the PROPERTY during hours other than those authorized without RAP's prior written authorization.
  - c. CII is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m., Monday through Friday and 9:00 a.m. – 5:00 p.m. on Saturday. CENTER is closed on

Sundays and Federal Holidays, and is subject to additional closures at the sole discretion of RAP.

- d. CII shall cooperate with the City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, CII, its staff, and public patrons and/or guests, whether or not involved in CII activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
  8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
    - a. CII accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or CII, and regardless of cause.
    - b. CII, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
    - c. Daily maintenance to be performed by CII during CII's hours of operation:
      - i. Maintain the PROPERTY in a clean and sanitary condition removing all debris and trash;
      - ii. Keep the PROPERTY and the areas within twenty-five (25) feet of the building, clean and safe at all times;
      - iii. Maintain pedestrian paths, common walkways and other shared areas clean and safe;
      - iv. Pick up and dispose of trash and debris whether caused by CII's activity or the activity of CII's contracted vendor(s);
      - v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.

- d. CII shall immediately repair any damages to the PROPERTY which occur during CII's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; CII recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
  - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of CII, with glass of the same size, kind, and quality.
  - f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
  - g. CII shall be responsible for shall be responsible for securing the PROPERTY as needed before, during and after hours of operation.
  - h. CII shall maintain all interior walls and surfaces of the PROPERTY, and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems which may now or hereafter exist thereon whether installed by CITY or CII. Prior to making any major repairs to PROPERTY, CII shall obtain written approval from RAP.
  - i. CII waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
9. **Funding.** All funds, including grants, donations, or any other funds received by CII in connection with the PROPERTY, related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and related services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of CII unrelated to this AGREEMENT and/or the operation and maintenance of this PROPERTY. If for any reason CII fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. CII may charge its patrons appropriate fees for programs, services, and/or activities offered by CII on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for CII's use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general

public, at no cost to CITY, including but not limited to, CII's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, CII's use of the PROPERTY shall be subject to cost recovery reimbursement fee(s) described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00 for costs incurred by RAP related to this AGREEMENT and CII's use of the PROPERTY as approved by the Board on July 19, 2012 (Report No. 12-217). Payments shall be due by the 10<sup>th</sup> day of each month for that current month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of CII. Such utility expenses shall be paid directly by CII to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are paid directly to the provider by CII.
- c. **Trash and Solid Waste Disposal.** Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of CII, with services of a non-CITY provider billed directly to CII where feasible, or recovered by RAP through trash and solid waste fees if not. Trash and Solid Waste fees are paid directly to the provider by CII.
- d. **Staff Impact Fees.** As stated above, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00.
- e. **Telephone and Data Lines.** CII shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that CII uses.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CII is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification which is not required.
- g. All payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039

11. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. CII shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CII.
12. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, CII shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
  - b. Should the project be conceptually approved by the BOARD, CII will be authorized to perform any required preliminary work or site assessments, either through a a Right-Of-Entry permit if required, or the CITY's authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, CII may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.
  - d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
  - e. When prepared, CII shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
  - g. CII shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
  - h. CII shall submit approved plans and specifications for final approval to:
 

Assistant General Manager, Planning, Construction and Maintenance Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, Suite 100,  
Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
13. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, CII shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. CII or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. CII will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.
- a. CII shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving CII sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to CII.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of CII outside of this AGREEMENT, CII shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in CII's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CII shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CII will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to CII.
  - d. CII's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; CII agrees to reimburse CITY for all money so paid.
  - e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of CII's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
14. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CII undertakes and agrees 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, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost 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 CII's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by CII 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 AGREEMENT and those allowed under the law of the United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.
15. **Casualty and Condemnation.** CII shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there on damaged by casualty or taken by condemnation until any such portion or improvement is restored to CII's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide CII a replacement property for CII's use.

16. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. CII shall use PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or CII to any governmental agency or third party under applicable statute.
17. **Publicity.** CITY and CII 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, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and CII agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or CII, shall appropriately acknowledge the contributions of both CITY and CII. To the extent stipulated in any grant agreement, the CITY and CII shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and CII shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and CII; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or CII, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CII agrees that any public release or distribution of information related to this AGREEMENT or 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"

18. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CII's expense, of any sign previously approved. On signage at PROPERTY, CII shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

19. **Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PROPERTY for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. CII shall not charge any fees for film production conducted at PROPERTY.
20. **Breach or Default by CII.** The following occurrences constitute events of breach or default of this AGREEMENT: CII materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. CII's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
21. **Breach or Default by CII – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by CII, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to CII, and if CII does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CII, terminate this AGREEMENT without further delay, whereupon CII shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by CII, perform or cause to be performed any of CII's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
22. **Notices.** Any notice, request for consent, or statement ("NOTICE"); that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing

tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

Partnership Division  
 City of Los Angeles Department of Recreation and Parks  
 3900 Chevy Chase Drive, Mail stop 628-9  
 Los Angeles, CA 90039  
 Tel.: (818) 243-6488; fax: (818) 243-6447

If to CII:

*Dean Bradley*  
 Dr. ~~Jo Dennis, PhD~~, Senior Vice President  
 Children's Institute, Inc.  
 2121 West Temple Street  
 Los Angeles, CA 90026  
 Tel.: (213) 385-5100; fax: (213) 260-7791

23. **Representations and Warranties.** CITY and CII each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and CII, enforceable in accordance with its terms and conditions.
24. **No Joint Venture or Agency Relationship.** 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. CII shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CII represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in CII the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
25. **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.
26. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. CII and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, CII

will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

27. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the CII by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date CII proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. CII shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

28. **Merchandise.** No merchandise shall be sold by CII on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.

29. **Safety Practices.** CII shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), CII must notify the Director-in-Charge at Jackie Tatum/Harvard Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Jackie Tatum /Harvard Recreation Center within seventy-two (72) hours. CII shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

30. **Suspected Child Abuse.** CII or CII's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in CII's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. CII will notify the Director-in-Charge at Jackie Tatum/Harvard Recreation Center within twenty-four (24) hours of any such report

31. **Recreation Center Contact.** Jackie Tatum / Harvard Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following contact number:

Daily Operations and Maintenance, Facility Director,  
Telephone No. (323) 778-2579

32. **Incorporation of Documents.**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations,

discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: Excerpts from CII Head Start Parent's Handbook

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

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

CHILDREN'S INSTITUTE, INC., a 501 (c)(3) California non-profit corporation

By: [Signature]  
President

By: Mary M. Emmons

By: [Signature]  
Secretary

Title: President & CEO

Date: June 26, 2014

By: [Signature]

Title: SVP, Finance & CFO

Date: 6/11/14

**APPROVED AS TO FORM:**

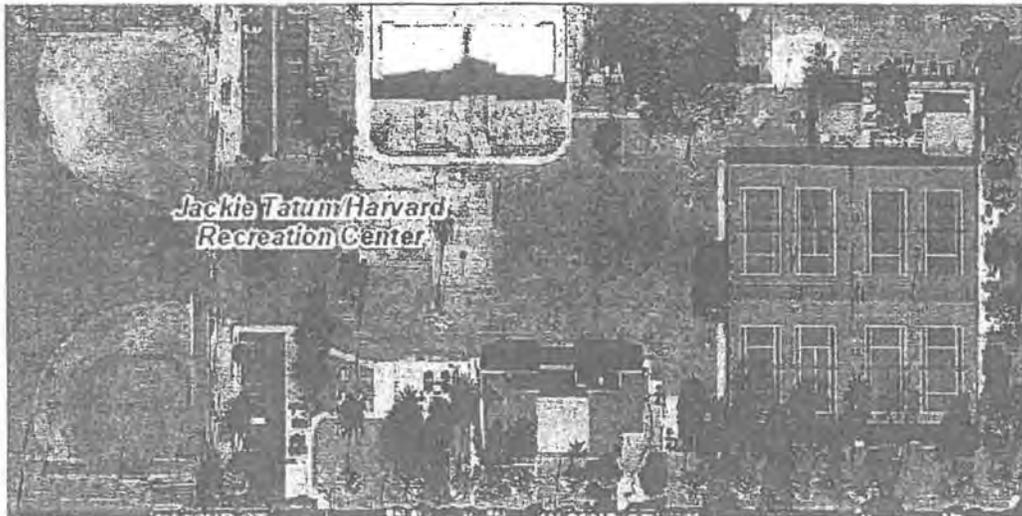
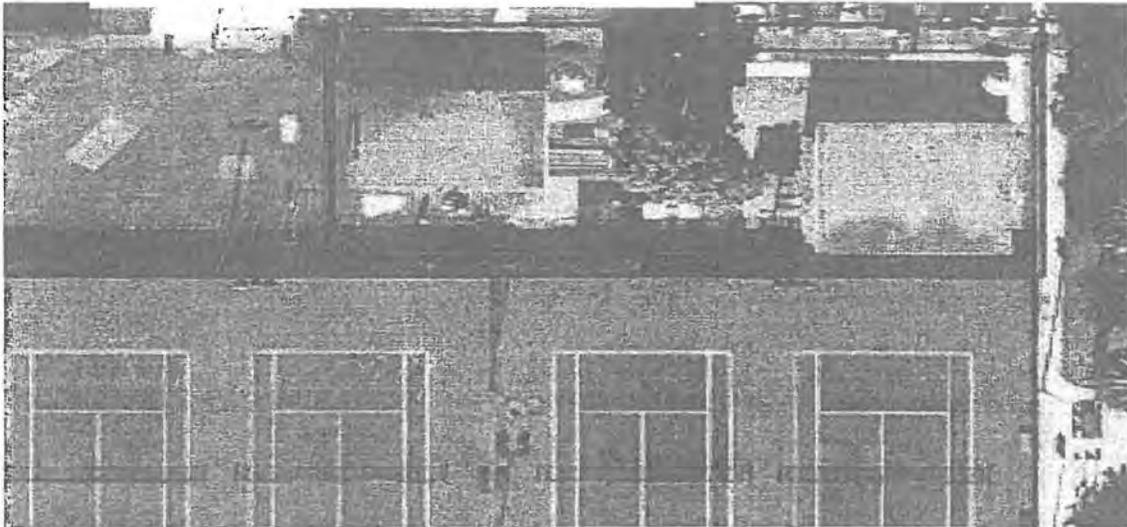
MICHAEL N. FEUER,  
City Attorney

By: [Signature]  
Deputy City Attorney

Date: June 26, 2014

**EXHIBIT A**  
**SITE MAP**

The PROPERTY is located at 1506 West 61<sup>st</sup> Street, Los Angeles, CA 90047, within the grounds of Jackie Tatum / Harvard Recreation Center as identified below.



**EXHIBIT B**  
**The CII Head Start Parent Handbook**  
(Excerpts)

**Division Mission Statement**

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

**Overview**

CII Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. CII provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

**Eligibility Requirements**

At least 90% of the families enrolling in CII Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

**Child Assessment**

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

**Education**

CII Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

**Curriculum**

CII follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

### **Program Choices**

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

#### **Morning Program:**

8:00 am to 12:00 noon. Breakfast and Lunch is served.

#### **Afternoon Program:**

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided .

### **Pick-Up and Releasing Children**

For the emotional well being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. CII staff will verify identification and make sure the person picking up is listed as an emergency contact.

### **Meals Provided**

By participating in the California Adult and Child Care Food Program, CII is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

### **Illness**

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

### **Behavioral Concerns**

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

### **Special Services**

CII Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

### **Family Engagement Opportunities**

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As an CII Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children
- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the CII Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

**In Kind**

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to CII Head Start. All parents, vendors, community partners and friends of CII can participate in this service.

**Client Non-Admittance/Termination Policy**

CII has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for CII to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

**EXHIBIT C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

PARTNER ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)	
PERIOD COVERED	DATE OF INSPECTION

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<input type="checkbox"/>				
<b>FINANCIAL</b>	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<input type="checkbox"/>				
<b>OUTREACH</b>	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**  
*Include RAP Staff feedback and participant comments*

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF EVALUATION REVIEWER	
SIGNATURE OF REVIEWER	DATE

**ATTACHMENTS**

Compliance Resolution Forms  
  Public Comments  
  Flyers and PR Materials  
  Photos  
  Program Forms  
 Annual Report  
  Budget  
  Inspection(s)  
  Compliance Check  
  Legal/Insurance Status  
  Other \_\_\_\_\_

Rev February 2012

**EXHIBIT D  
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Children's Institute Inc. Date: 09/19/2013

Agreement/Reference: Operation of a Head Start Program on the grounds of Jackie Tatum Harvard Recreation Center  
 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
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u></span> <input type="checkbox"/> Fire Legal Liability	
<input checked="" type="checkbox"/> <b>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</b>	<u>\$1,000,000</u>
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b> Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance (to cover replacement cost of building - as determined by insurance company)</b> <input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

Other: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their 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](mailto: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](http://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 ToSelf 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.

EXHIBIT E  
Standard Provisions for City Contracts

**BOARD REPORT**

NO. 17-140

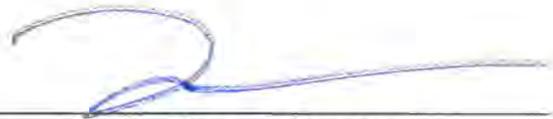
DATE June 07, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ALGIN SUTTON RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3493 WITH CHILDREN'S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

* AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



\_\_\_\_\_

General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed First Amendment, herein included as Attachment 1, to Agreement No. 3493, herein included as Attachment 2, between the City of Los Angeles and Children's Institute, Inc., a California non-profit corporation, subject to the approval of the Mayor and the City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed First Amendment to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals.

SUMMARY

On February 19, 2014, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3493 (Agreement) between the City of Los Angeles (City) and Children's Institute, Inc. (CII), authorizing CII to operate and maintain a Head Start childcare and development program at Algin Sutton Recreation Center, located at 8720 Hoover Boulevard, Los Angeles, CA 90044, which includes two modular pre-fabricated classrooms and an outdoor play area with playground equipment (Report No. 14-041). CII is a California State licensed, head-start program provider (Lic# 197419010), grant-funded through the Federal Government and selected via a National Head Start competitive bid process.

## BOARD REPORT

PG. 2 NO. 17-140

The Agreement, which was executed on June 26, 2014, carries a three-year term and is due to expire on June 25, 2017.

During the traditional school year, CII provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Algin Sutton Recreation Center. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities.

The collaboration between CII and the Department of Recreation and Parks (RAP) has been favorable for the last three years. Communication has been open and the "walk-throughs," during which RAP staff evaluates the facility and operations, have been positive, helpful, and constructive. In anticipation of the Agreement's pending expiration on June 25, 2017, CII contacted the Partnership Division on May 2, 2017, and requested an extension to the term of the Agreement for an additional seven years in order to continue Head Start services in the Algin Sutton Recreation Center community.

RAP staff therefore recommends that the proposed First Amendment to the Agreement be approved to extend the term of the Agreement seven additional years to a total of ten years. All other terms and conditions will remain unchanged. CII's performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. CII shall continue to accept full liability for their operations at the location and responsibility to maintain appropriate insurance protecting the City's interests. Additionally, CII will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of Two Hundred Forty-Nine Dollars (\$249.00) per month, for their twelve (12) months of operation, totaling each calendar year the amount of Two Thousand, Nine Hundred Eighty-Eight Dollars (\$2,988.00); covering their pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

Other than the term of Agreement No. 3493, other sections were amended to reflect current contact information.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3493 with CII will have no adverse impact on RAP's General Fund, as operations and program costs associated with CII's use of the park facility will be paid by CII, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Edneisha Lee, Management Assistant, Partnership Division.

BOARD REPORT

PG. 3 NO. 17-140

LIST OF ATTACHMENTS

- 1) Proposed First Amendment to Agreement No. 3493
- 2) Agreement No. 3493

**FIRST AMENDMENT TO AGREEMENT NO. 3493  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
ALGIN SUTTON RECREATION CENTER**

This **FIRST AMENDMENT** to Agreement No. 3493 ("AMENDMENT") is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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 Children's Institute, Inc. ("CII"), a California 501(c)(3) non-profit corporation. CITY and CII may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WITNESSETH

**WHEREAS**, CITY, through its Department of Recreation and Parks, owns and operates real property commonly known as Algin Sutton Recreation Center, located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, where CII operates (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment, in an enclosed gated area known as Manchester Head Start ("PROPERTY"); and

**WHEREAS**, on February 19, 2014, the Board of Recreation and Park Commissioners ("BOARD") approved Agreement No. 3493 ("AGREEMENT"), between CITY and CII for the year round operation and maintenance of a Head Start child care and development program at the PROPERTY (Report No. 14-041); and,

**WHEREAS**, AGREEMENT was executed on June 26, 2014, for a three (3) year term, expiring on June 25, 2017; and,

**WHEREAS**, on May 2, 2017, CII notified CITY that CII wishes to continue its collaboration with CITY under the same terms and conditions of said AGREEMENT, for an additional seven (7) year term commencing upon the AGREEMENT's initial date of expiration on June 25, 2017; and,

**WHEREAS**, the BOARD approved this AMENDMENT at the Meeting of the Board of Recreation and Park Commissioners on \_\_\_\_\_ (Report No. 17-\_\_\_\_\_).

**NOW THEREFORE**, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the AGREEMENT as follows:

**Section 2 – Term and Termination**

The first two paragraphs of Section 2 are hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of ten (10) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE of June 26, 2014 and shall end upon the expiration of the TERM on June 25, 2024.

### **Section 10 – Consideration**

Section 10(g) is hereby amended in its entirety and shall now read:

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

### **Section 12 – Capital Project Proposal**

Section 12(h) is hereby amended in its entirety and shall now read:

- h. CII shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012

### **Section 22 – Notices**

Section 22 is hereby amended in its entirety and shall now read:

Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

First Amendment to Agreement No. 3493  
Children's Institute, Inc.  
Page 3

If to CITY:

Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

Tel.: (213) 202-5600; fax: (213) 202-2614

If to CII:

Dean Bradley, Senior Vice President  
Children's Institute, Inc.  
2121 West Temple Street  
Los Angeles, CA 90026

Tel.: (213) 385-5100; fax: (213) 260-7791

With the exception of Sections 2, 10(g), 12(h), and 22 as amended herein, Agreement No. 3493 shall remain unchanged by this AMENDMENT and in full force and effect. Should any provision of Agreement No. 3493 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT to Agreement No. 3493 as of the day and year first above written.

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

Children's Institute, Inc., a 501 (c)(3) California non-profit corporation

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

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

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

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.,  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
ALGIN SUTTON RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of June 26, 2014, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Children's Institute, Inc. ("CII"), a 501(c)(3) non-profit corporation. CITY and CII may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at Algin Sutton Recreation Center ("CENTER"), located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, which includes two (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment (collectively referred to herein as, "STRUCTURES"), in an enclosed gated area known as the Manchester Head Start ("PROPERTY"), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, CII is a federally-funded grantee through the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start ("FEDERAL GOVERNMENT") for the operation of Head Start programs at the CENTER; and,

WHEREAS, CII has demonstrated their ability to provide a Head Start program and was awarded a contract by the FEDERAL GOVERNMENT on June 1, 2013, to provide Head Start programs at various locations; and,

WHEREAS, CII provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, CII has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions contained herein, to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, On November 2, 2011, the Board of Recreation and Park Commissioners ("BOARD") found that non-profit cooperative nursery, Head Start, pre-school and childcare organizations, such as CII, are a recreational use as these programs primarily provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play (Board Report No.11-296); and,

WHEREAS, CITY has agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on February 19, 2014 (Board Report No. 14-041).

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. **Use of Property.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants CII by this AGREEMENT, the authority to use the PROPERTY for the operation of the PROGRAM as described in the description of Permitted Uses set forth below (Section 5 - "PERMITTED USES"), which shall be performed by CII in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and performance of maintenance requirements as described herein, at the sole cost and expense of CII.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
  - b. **Termination.** In addition to termination for an uncured breach or default, or if CII ceases to operate under this AGREEMENT, or CITY issues a written termination notice to CII effective after sixty (60) calendar days from the date of issuance, due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, either CITY or CII may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and CII reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or CII should elect to terminate this AGREEMENT, CII agrees to immediately cease all operations and other activity, remove all personal property and equipment, including STRUCTURES, and to peacefully surrender the PROPERTY to CITY within one hundred eighty (180) calendar days of receiving or providing a written notice of termination. If CII fails to remove all its personal property and equipment within one hundred eighty (180) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event CII shall pay to the CITY upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of CII's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in CII's purpose(s) or function as contained in CII's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by CII, as described herein; or (iv) the failure of CII to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond CII's control.
- d. **Notice of Federal Interest.** The FEDERAL GOVERNMENT granted funds in connection with the purchase of modular building #1, measuring 30-feet by 32-feet, and modular building #2, measuring 32-feet by 40-feet, located on the PROPERTY. Because these two modular buildings were acquired with Federal grant funds and CII is the successor to the original Grantee-recipient of the Federal funds used to purchase the modular buildings, these modular buildings may not be mortgaged, used as collateral, sold, or otherwise transferred from ownership of CII without the written permission of the responsible FEDERAL GOVERNMENT official.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with CII shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of CII's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of CII's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by CII in their CII Head Start Parent Handbook, from which excerpts are attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of CII's funding to sustain continued operation and maintenance of the PROGRAM and PROPERTY;
  - (iv) The volume of the public's participation in CII's programs; and
  - (v) CII's cooperation with CITY staff.

- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, CII shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
- (i) Annual Budget and Report of Expenditures;
  - (ii) Data on participants and program results;
  - (iii) Copies of marketing, recruitment, and press materials; and,
  - (iv) Discussion of program changes or challenges.
- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with CII. CITY shall not unreasonably withhold its determination.
4. **Access to PROPERTY.** CII and any authorized third party associated with CII's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate CII activities involving the PROPERTY.
5. **Permitted Uses.** CII shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. CII, at its sole cost and expense, shall:
- a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children per classroom, ages three (3) through five (5) years, including related activities to, or incidental to, the provision of Head Start child care services, such as but not limited to program meetings and workshops,

- all in accordance with the excerpts from CII Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit-B.
- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its child care programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure CII's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. CII shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CII's use of the PROPERTY.
  - g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
  - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
6. **Days and Periods of Use.** CII shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses during the following days and hours ("PERMITTED TIMES").
- a. PERMITTED TIMES of operation are 8:00 a.m. to 4:30 p.m., Monday through Friday. CII shall be allowed to enter the PROPERTY one (1) hour prior to, and remain one (1) hour after its operations schedule for set-up and clean-up purposes.
  - b. CII shall not be allowed onto the PROPERTY during hours other than those authorized without RAP's prior written authorization.

- c. CII is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m., Monday through Friday and 9:00 a.m. – 5:00 p.m. on Saturday. CENTER is closed on Sundays and Federal Holidays, and is subject to additional closures at the sole discretion of RAP.
  - d. CII shall cooperate with the City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, CII, its staff, and public patrons and/or guests, whether or not involved in CII activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. CII accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or CII, and regardless of cause.
  - b. CII, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. Daily maintenance to be performed by CII during CII's hours of operation:
    - i. Maintain the PROPERTY in a clean and sanitary condition removing all debris and trash;
    - ii. Keep the PROPERTY and the areas within twenty-five (25) feet of the building, clean and safe at all times;
    - iii. Maintain pedestrian paths, common walkways and other shared areas clean and safe;
    - iv. Pick up and dispose of trash and debris whether caused by CII's activity or the activity of CII's contracted vendor(s);

- v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
  - d. CII shall immediately repair any damages to the PROPERTY which occur during CII's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; CII recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
  - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of CII, with glass of the same size, kind, and quality.
  - f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
  - g. CII shall be responsible for shall be responsible for securing the PROPERTY as needed before, during and after hours of operation.
  - h. CII shall maintain all interior walls and surfaces of the PROPERTY, and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems which may now or hereafter exist thereon whether installed by CITY or CII. Prior to making any major repairs to PROPERTY, CII shall obtain written approval from RAP.
  - i. CII waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
9. **Funding.** All funds, including grants, donations, or any other funds received by CII in connection with the PROPERTY, related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and related services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of CII unrelated to this AGREEMENT and/or the operation and maintenance of this PROPERTY. If for any reason CII fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. CII may charge its patrons appropriate fees for programs, services, and/or activities offered by CII on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for CII's use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and

outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, CII's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, CII's use of the PROPERTY shall be subject to cost recovery reimbursement fee(s) described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00 for costs incurred by RAP related to this AGREEMENT and CII's use of the PROPERTY as approved by the Board on July 19, 2012 (Report No. 12-217). Payments shall be due by the 10<sup>th</sup> day of each month for that current month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of CII. Such utility expenses shall be paid directly by CII to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are paid directly to the provider by CII.
- c. **Trash and Solid Waste Disposal.** Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of CII, with services of a non-CITY provider billed directly to CII where feasible, or recovered by RAP through trash and solid waste fees if not. Trash and Solid Waste fees are paid directly to the provider by CII.
- d. **Staff Impact Fees.** As stated above, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00.
- e. **Telephone and Data Lines.** CII shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that CII uses.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CII is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification which is not required.

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039

11. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. CII shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CII.
12. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, CII shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
  - b. Should the project be conceptually approved by the BOARD, CII will be authorized to perform any required preliminary work or site assessments, either through a Right-Of-Entry permit if required, or the CITY's authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, CII may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.
  - d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

- e. When prepared, CII shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
  - f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
  - g. CII shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
  - h. CII shall submit approved plans and specifications for final approval to:  
  
Assistant General Manager, Planning, Construction and Maintenance Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, Suite 100,  
Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
13. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, CII shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. CII or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. CII will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.
- a. CII shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving CII sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to CII.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of CII outside of this AGREEMENT, CII shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in CII's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CII shall

further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CII will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to CII.
- d. CII's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; CII agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of CII's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**14. Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CII undertakes and agrees 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, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost 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 CII's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by CII 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 AGREEMENT and those allowed under the law of the United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

**15. Casualty and Condemnation.** CII shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there on damaged by casualty or taken by condemnation until any such portion or improvement is restored to CII's use. CITY

shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide CII a replacement property for CII's use.

16. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. CII shall use PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or CII to any governmental agency or third party under applicable statute.
17. **Publicity.** CITY and CII 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, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and CII agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or CII, shall appropriately acknowledge the contributions of both CITY and CII. To the extent stipulated in any grant agreement, the CITY and CII shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and CII shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and CII; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or CII, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CII agrees that any public release or distribution of information related to this AGREEMENT or 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"

18. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CII's expense, of any sign previously approved.

On signage at PROPERTY, CII shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

19. **Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PROPERTY for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. CII shall not charge any fees for film production conducted at PROPERTY.
20. **Breach or Default by CII.** The following occurrences constitute events of breach or default of this AGREEMENT: CII materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. CII's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
21. **Breach or Default by CII – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by CII, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to CII, and if CII does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CII, terminate this AGREEMENT without further delay, whereupon CII shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by CII, perform or cause to be performed any of CII's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
22. **Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing

and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

Partnership Division  
 City of Los Angeles Department of Recreation and Parks  
 3900 Chevy Chase Drive, Mail stop 628-9  
 Los Angeles, CA 90039  
 Tel.: (818) 243-6488; fax: (818) 243-6447

If to CII:

Dean Bradley  
~~Dr. Jo Dennis, PhD~~, Senior Vice President  
 Children's Institute, Inc.  
 2121 West Temple Street  
 Los Angeles, CA 90026  
 Tel.: (213) 385-5100; fax: (213) 260-7791

23. **Representations and Warranties.** CITY and CII each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and CII, enforceable in accordance with its terms and conditions.
24. **No Joint Venture or Agency Relationship.** 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. CII shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CII represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in CII the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
25. **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.
26. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as

Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. CII and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, CII will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

27. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the CII by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date CII proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. CII shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
28. **Merchandise.** No merchandise shall be sold by CII on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
29. **Safety Practices.** CII shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), CII must notify the Director-in-Charge at Algin Sutton Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Algin Sutton Recreation Center within seventy-two (72) hours. CII shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
30. **Suspected Child Abuse.** CII or CII's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in CII's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. CII will notify the Director-in-Charge at Algin Sutton Recreation Center within twenty-four (24) hours of any such report
31. **Recreation Center Contact.** Algin Sutton Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following contact number:

Daily Operations and Maintenance, Facility Director,  
Telephone No.: (323) 753-5808

32. Incorporation of Documents.

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: Excerpts from CII Head Start Parent's Handbook

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

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

CHILDREN'S INSTITUTE, INC., a 501 (c)(3) California non-profit corporation

By: [Signature]  
President

By: Mary M. Emmons

By: [Signature]  
Secretary

Title: President & CEO

Date: June 26, 2014

By: [Signature]

Title: SVP, Finance & CFO

Date: 6/11/14

APPROVED AS TO FORM:

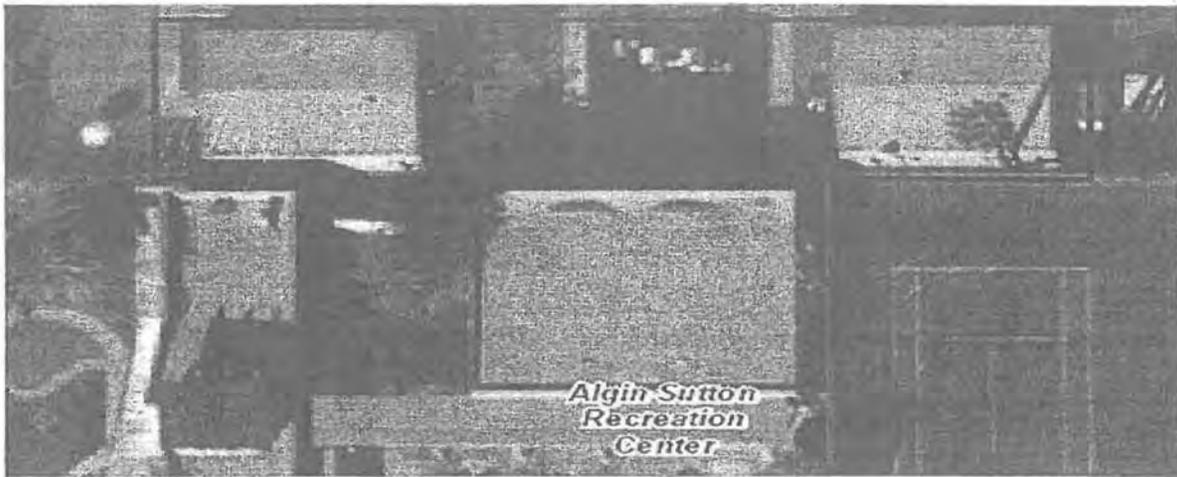
MICHAEL N. FEUER,  
City Attorney

By: [Signature]  
Deputy City Attorney

Date: June 24, 2014

**EXHIBIT A**  
**SITE MAP**

The PROPERTY is located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, within the grounds of Algin Sutton Recreation Center as identified below.



**EXHIBIT B**  
**The CII Head Start Parent Handbook**  
**(Excerpts)**

**Division Mission Statement**

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

**Overview**

CII Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. CII provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

**Eligibility Requirements**

At least 90% of the families enrolling in CII Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

**Child Assessment**

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

**Education**

CII Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

**Curriculum**

CII follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

### **Program Choices**

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

#### **Morning Program:**

8:00 am to 12:00 noon. Breakfast and Lunch is served.

#### **Afternoon Program:**

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided.

### **Pick-Up and Releasing Children**

For the emotional well-being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. CII staff will verify identification and make sure the person picking up is listed as an emergency contact.

### **Meals Provided**

By participating in the California Adult and Child Care Food Program, CII is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

### **Illness**

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

### **Behavioral Concerns**

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

### **Special Services**

CII Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

### **Family Engagement Opportunities**

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As a CII Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children
- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the CII Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

**In Kind**

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to CII Head Start. All parents, vendors, community partners and friends of CII can participate in this service.

**Client Non-Admittance/Termination Policy**

CII has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for CII to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

**EXHIBIT C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

PARTNER ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)	
PERIOD COVERED	DATE OF INSPECTION

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<input type="checkbox"/>				
<b>FINANCIAL</b>					
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<input type="checkbox"/>				
<b>OUTREACH</b>					
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW - PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**  
*Include RAP Staff feedback and participant comments*

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF EVALUATION REVIEWER	
SIGNATURE OF REVIEWER	DATE

**ATTACHMENTS**

Compliance Resolution Forms    Public Comments    Flyers and PR Materials    Photos    Program Forms

Annual Report    Budget    Inspection(s)    Compliance Check    Legal/Insurance Status    Other \_\_\_\_\_

Rev February 2012

**EXHIBIT D  
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Children's Institute Inc. Date: 09/19/2013

Agreement/Reference: Operation of a Head Start Program on the grounds of Algin Sutton Recreation Center

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/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/>	
<hr/>	
<input checked="" type="checkbox"/> <b>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</b>	<u>\$1,000,000</u>
<hr/>	
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b>	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> <b>Property Insurance (to cover replacement cost of building - as determined by insurance company)</b>	
<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/>	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/>	
<hr/>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	
<hr/>	

Other: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their 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](mailto: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](http://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.

EXHIBITE  
Standard Provisions for City Contracts

**BOARD REPORT**

NO. 17-141

DATE June 7, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SIGNATURE AUTHORITY AS ACTING GENERAL MANAGER AND ACTING CHIEF ACCOUNTING EMPLOYEE

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
~~for~~ N. Williams EC



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Adopt a Resolution authorizing the list of the Department of Recreation and Parks (RAP) staff in this Report as Acting General Manager and Acting Chief Accounting Employee.

SUMMARY

In the absence of the General Manager, the following individuals listed below are authorized to act as the Acting General Manager:

- |                        |   |
|------------------------|---|
| Anthony-Paul (AP) Diaz | Executive Officer and Chief of Staff                              |
| Vicki Israel           | Assistant General Manager, Recreation Services                    |
| Ramon Barajas          | Assistant General Manager, Planning, Maintenance and Construction |
| Noel Williams          | Chief Financial Officer   |
| Matthew Rudnick        | Chief Management Analyst  |

Since only one person is authorized as Acting General Manager at any given time, the Executive Officer would act as the Acting General Manager in the absence of the General Manager; the Assistant General Manager for Recreation Services would act as the Acting General Manager in the absence of the General Manager and the Executive Officer; the Assistant General Manager for Planning, Maintenance and Construction would act as the Acting General Manager in the absence of the General Manager, the Executive Officer, and the Assistant General Manager for Recreation Services; and so forth in the order listed above.

In the absence of the General Manager or an Acting General Manager, the following individuals are authorized to act in place of the General Manager for the purpose of signing and approving accounting documents only:

## BOARD REPORT

PG. 2

NO. 17-141

Noel Williams	Chief Accounting Employee
Eleanor Chang	Departmental Chief Accountant IV
Emily Lau	Principal Accountant II
Putthachart Yip	Principal Accountant II
Cynthia Hirata	Principal Accountant II

In the absence of the Chief Accounting Employee, the following individuals are authorized to act as the Acting Chief Accounting Employee; however, no individual can sign in two capacities on the same document. The following individuals, in the order the names appear below, would act as the Acting Chief Accounting Employee in the absence of the Chief Accounting Employee:

Eleanor Chang	Departmental Chief Accountant IV
Emily Lau	Principal Accountant II
Putthachart Yip	Principal Accountant II
Cynthia Hirata	Principal Accountant II

In the absence of the Chief Accounting Employee, the following individuals are authorized to act in place of the Acting Chief Accounting Employee for the purpose of signing and approving of accounting documents only; however, no individual can sign in two capacities on the same document:

Connie Sarmiento	Senior Accountant II
Kimyen Le	Senior Accountant II
Angelina Pura	Senior Accountant II
Joseph Tsui	Senior Accountant II

### FISCAL IMPACT STATEMENT

Approval of this Report results in no fiscal impact to RAP's General Fund.

This report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

**BOARD REPORT**

NO. 17-142

DATE June 07, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ANDERSON MEMORIAL SENIOR CITIZEN CENTER – MURAL INSTALLATION; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION OF USE)

*for* AP Diaz \_\_\_\_\_  
R. Barajas CB \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

*M. Shue*

General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the installation of a mural at Anderson Memorial Senior Citizen Center;
2. Find the subject project is exempt from the provisions of the California Environmental Quality Act (CEQA) and direct RAP's staff to file a Notice of Exemption; and,
3. Authorize the Department of Recreation and Parks (RAP) to issue the appropriate Right-of-Entry permit.

SUMMARY

Anderson Memorial Senior Citizen Center is a 1.62-acre facility located at 828 South Mesa Street in the San Pedro community. Anderson Memorial Senior Citizen Center features an auditorium, basketball courts, barbeque pits, children's play area and picnic tables. This facility serves the surrounding community by providing a variety of senior activities including bingo, exercise classes, painting classes, sewing classes, and offers a senior lunch program.

RAP has received a request from Alliance Alice M. Baxter High School Junior State of America Club to install a mural at Anderson Memorial Senior Citizen Center as a community service project (Project). The proposed mural consists of a variety of flowers with one large flower in the center containing the following quote, "Every person is a different kind of flower and together we make a beautiful garden." A conceptual rendering is attached to this Report as Exhibit A.

## BOARD REPORT

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The mural will be installed by the students in the club under the direction of student leader, Mr. Leonardo Soto. Mr. Soto has agreed to be the responsible party for the maintenance of the mural for a term of three years. The mural will include an anti-graffiti coating. The students proposing the Project, Mr. Soto and Councilmember Joe Buscaino's Office, Fifteenth Council District (CD 15), are all in agreement that RAP maintains the right to remove the mural at any time should it not be maintained to RAP standards. Mr. Soto, as representative of the Junior State of America Club at Baxter High School, has signed the standard Waiver of Proprietary Rights for Artwork Placed upon City Property.

The idea for this mural was first presented to the Northwest San Pedro Neighborhood Council in an application for a Neighborhood Purpose Grant. The grant application is attached to this Report as Exhibit B. The Neighborhood Council expressed support for the Project proposal and awarded the grant. The Project was then presented to the Anderson Memorial Senior Citizen Center Park Advisory Board (PAB) on two separate occasions. At the first meeting, the PAB expressed support for the Project but had concern regarding the location of the mural installation. The Project was reconsidered on March 22, 2017, and the PAB has recommended that the mural be approved for installation on the patio wall (Exhibit A).

This mural proposal was presented to the Facility Repair and Maintenance Commission Task Force on April 19, 2017, at which time the Project was given conceptual approval.

CD 15 and RAP Metro Region management and staff support this Project at Anderson Memorial Senior Citizen Center.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists in alterations to an existing facility involving minor construction, which would cause negligible or no expansion of use. Therefore, Staff recommends that the Board determine that the proposed Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines and that a Notice of Exemption be filed with the Los Angeles County Clerk.

### FISCAL IMPACT STATEMENT

There will be minimal fiscal impact to RAP as the cost of the mural installation is being funded by the grant awarded by the Northwest San Pedro Neighborhood Council and maintenance of the mural will be the responsibility of the project applicant. RAP will be responsible only for removal of the mural if not maintained or at the end of its lifespan.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Maintenance and Construction Branch.

BOARD REPORT

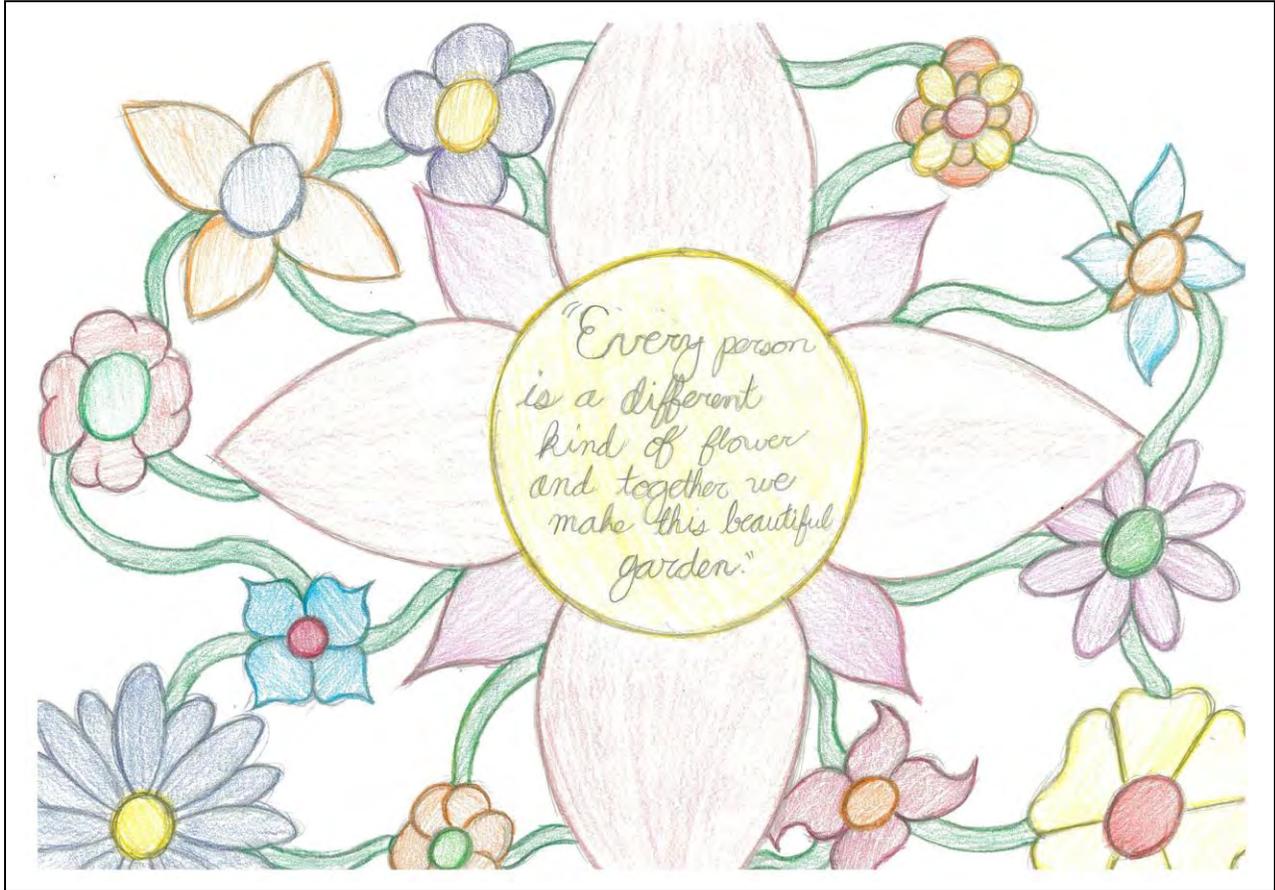
PG. 3 NO. 17-142

LIST OF ATTACHMENTS

- 1) Exhibit A – Conceptual rendering of mural and location of mural installation
- 2) Exhibit B – Grant application from Baxter High School Junior State of America Club to the Northwest San Pedro Neighborhood Council

**Exhibit A**

Conceptual Rendering of Mural for Anderson Memorial SCC



Proposed Location for Mural at Anderson Memorial SCC



Faculty Sponsor

Taryn Richardson email: [trichardson@laalliance.org](mailto:trichardson@laalliance.org)  
phone: 949-632-2973

Junior Statesmen of America (JSA Club Leaders)

Leonardo Soto email: [leonardos40893@students.laalliance.org](mailto:leonardos40893@students.laalliance.org)  
phone: 310-436-5031

Rosaline Palmerin email: [rosalinep40884@students.laalliance.org](mailto:rosalinep40884@students.laalliance.org)  
phone: 310-363-1521

Leilani Mendoza email: [lailanim40878@students.laalliance.org](mailto:lailanim40878@students.laalliance.org)  
phone: 310-995-3698

School Address: 461 West 9th Street San Pedro, CA 90731

To: Northwest San Pedro Neighborhood Council:

We are writing to inform you of our interest in the grant being offered for youth based projects. Our team comes from Alliance Alice M. Baxter High School, which is a new school halfway through it's second year. This would be a great opportunity for us to be more widely known and help the community that has so warmly welcomed us. Our school also promotes the students to participate in and help the community. This first project would inspire others in our school to also engage in projects to help better the community. This project would be the first of many to come from Baxter High School.

We plan on using this grant to beautify our neighborhood with a public mural. This park is located very close to our school. Students from the school often walk by on their way to and from school. A positive environment, even going home from school, is important. If the surrounding area isn't the best it could be, it should be our responsibility to make it as good as we can for the benefit of the students and neighborhood. This mural would benefit the community, because the people of San Pedro have gone through many hardships and it is always nice to see a little inspiration. It will bring color to an otherwise dull area and best of all bring hope to the people. It will inspire children and adults to come to the park more often. It's important for people to go the park, because it is a part of the community. A park is where people come together to make fun family memories. It is important to bring back that family feeling. The park is currently in a state which is not welcoming for families. We hope that this project will encourage others to take care of the park as well as the community surrounding it.

The mural would be on a wall in Anderson Memorial Park. We have contacted the park officials and they were enthusiastic about the plan. We told them it was a

possibility, and although the paperwork to make it official isn't complete yet, they were giving us the okay. The painting will be of a garden of flowers with the sunshine pouring over them. There would be a quote right in the middle. The quote that best resonates with our entire team is, "Every person is a different kind of flower and all together make this world a beautiful garden." It brings a bond to the community and reminds us that we are living in unity. Every person in San Pedro is kind of doing their own thing. This quote will help them come back together as one, even if it's just for one morning/afternoon. We are currently in the process of establishing a plan with a local artist here in San Pedro. We hope that he will help us further develop our design.

The team who is in charge of creating the mural are ranging from 14-16 years of age (9th and 10th grade students). We are a group of twelve students and plan on recruiting even more students to help if we get the grant. We believe that this project will last about a week or two.

This is the breakdown of the total cost of material needed:

<b>Name of Item Needed</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>
Gidden Premium Paint	\$25	20 gallons	\$500
Blue Poly Tarp	\$10	2 tarps	\$20
3 inch Paintbrush	\$2	15 brushes	\$30
2 inch Paintbrush	\$2	10 brushes	\$20
1 inch Paintbrush	\$2	5 brushes	\$10
Paint Tray	\$4	10 trays	\$40
Wagner 9 inch Smart Roller	\$28	5 rollers	\$140
<b>Total</b>			<b>\$760</b>

Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Students at Baxter High School

**BOARD REPORT**

NO. 17-143

DATE June 07, 2017

C.D. 3

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WOODLAND HILLS RECREATION CENTER – BALL FIELD IMPROVEMENTS (PRJ20933) PROJECT – MODIFICATION OF SCOPE; ACCEPTANCE OF VARIOUS COMPLETED PROJECTS (PRJ20084, PRJ20215, PRJ20359, PRJ20748, PRJ20661, PRJ20616, PRJ20086, PRJ1367A, PRJ20630, PRJ20322, PRJ20620); REALLOCATION OF UNEXPENDED QUIMBY FUNDS; CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) [MAINTENANCE OF EXISTING PARKING LOTS AND PEDESTRIAN TRAILS] (12) [OUTDOOR LIGHTING] AND CLASS 4(3) [NEW LANDSCAPING] OF CITY CEQA GUIDELINES

AP Diaz \_\_\_\_\_  
for \*R. Barajas CBP  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_



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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the scope of the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project, as described in the Summary of this Report;
2. Take the following action regarding John Quimby Park - Play Area Renovation (PRJ20084) Project;
  - A. Accept the work performed for the John Quimby Park - Play Area Renovation (PRJ20084) Project, constructed by the Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Eleven Thousand Nine Hundred Fifty-Two Dollars and Thirty-Five Cents (\$11,952.35) from the John Quimby Park - Play Area Renovation (PRJ20084) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Eleven Thousand Nine Hundred Fifty-Two Dollars and Thirty-Five Cents (\$11,952.35) in Quimby Fees

BOARD REPORT

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from the John Quimby Park Account No. 89460K-HB to the Woodland Hills Recreation Center Account No. 89460K-WH;

3. Take the following action regarding John Quimby Park – Outdoor Park Improvements (PRJ20215) Project;
  - A. Accept the work performed for the John Quimby Park – Outdoor Park Improvements (PRJ20215) Project, constructed by the RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Twenty Thousand Six Hundred Sixty-Four Dollars (\$20,664.00) from the John Quimby Park – Outdoor Park Improvements (PRJ20215) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Twenty Thousand Six Hundred Sixty-Four Dollars (\$20,664.00) in Quimby Fees from the John Quimby Park Account No. 89460K-HB to the Woodland Hills Recreation Center Account No. 89460K-WH;
4. Take the following action regarding Lanark Park - Park Renovation (PRJ20359) Project;
  - A. Accept the work performed for the Lanark Park - Park Renovation (PRJ20359) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Four Thousand Seven Hundred Five Dollars and Twenty-Seven Cents (\$4,705.27) from the Lanark Park - Park Renovation (PRJ20359) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Four Thousand Seven Hundred Five Dollars and Twenty-Seven Cents (\$4,705.27) in Quimby Fees from the Lanark Park Account No. 89460K-LA to the Woodland Hills Recreation Center Account No. 89460K-WH;
5. Take the following action regarding Lanark Park – Skate Park (PRJ20748) Project;
  - A. Accept the work performed for the Lanark Park – Skate Park (PRJ20748) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Twenty Thousand Four Hundred Eight Dollars and Seventy-Five Cents (\$20,408.75) from the Lanark Park – Skate Park (PRJ20748) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;

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- C. Authorize the RAP Chief Accounting Employee to transfer Twenty Thousand Four Hundred Eight Dollars and Seventy-Five Cents (\$20,408.75) in Quimby Fees from the Lanark Park Account No. 89460K-LA to the Woodland Hills Recreation Center Account No. 89460K-WH;
6. Take the following action regarding Reseda Park – Play Area Renovation (PRJ20661) Project;
    - A. Accept the work performed for the Reseda Park – Play Area Renovation (PRJ20661) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
    - B. Authorize the RAP Chief Accounting Employee to reallocate Thirty Four Thousand Nine Hundred Forty-Four Dollars and Twenty-Two Cents (\$34,944.22) from the Reseda Park – Play Area Renovation (PRJ20661) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Thirty Four Thousand Nine Hundred Forty-Four Dollars and Twenty-Two Cents (\$34,944.22) in Quimby Fees from the Reseda Park Account No. 89460K-RE to the Woodland Hills Recreation Center Account No. 89460K-WH;
  7. Take the following action regarding Reseda Park – Pool Improvements (PRJ20616) Project;
    - A. Accept the work performed for the Reseda Park – Pool Improvements (PRJ20616) Project, constructed by the RAP staff and/or as-needed pre-qualified on-call vendors;
    - B. Authorize the RAP Chief Accounting Employee to reallocate Seven Thousand Three Hundred Twenty-Nine Dollars and Fifty-Four Cents (\$7,329.54) from the Reseda Park – Pool Improvements (PRJ20616) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Seven Thousand Three Hundred Twenty-Nine Dollars and Fifty-Four Cents (\$7,329.54) in Quimby Fees from the Reseda Park Account No. 89460K-RE to the Woodland Hills Recreation Center Account No. 89460K-WH;
  8. Take the following action regarding Serrania Avenue Park – Outdoor Park Improvements (PRJ20086) Project;
    - A. Accept the work performed for the Serrania Avenue Park – Outdoor Park Improvements (PRJ20086) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;

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- B. Authorize the RAP Chief Accounting Employee to reallocate One Hundred Eighty-Five Thousand Nine Hundred Twenty-Six Dollars and Twenty-Seven Cents (\$185,926.27) from the Serrania Avenue Park – Outdoor Park Improvements (PRJ20086) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer One Hundred Eighty-Five Thousand Nine Hundred Twenty-Six Dollars and Twenty-Seven Cents (\$185,926.27) in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD to the Woodland Hills Recreation Center Account No. 89460K-WH;
9. Take the following action regarding Serrania Avenue Park – Outdoor Park Improvements (PRJ1367A) Project;
- A. Accept the work performed for the Serrania Avenue Park – Outdoor Park Improvements (PRJ1367A) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors’
  - B. Authorize the RAP Chief Accounting Employee to reallocate Three Thousand Nine Hundred Forty-Six Dollars and Seventy Four Cents (\$3,946.74) from the Serrania Avenue Park – Outdoor Park Improvements (PRJ1367A) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Three Thousand Nine Hundred Forty Six Dollars and Seventy Four Cents (\$3,946.74) in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD to the Woodland Hills Recreation Center Account No. 89460K-WH;
10. Take the following action regarding Tarzana Recreation Center – Building Improvement (PRJ20630) Project;
- A. Accept the work performed for the Tarzana Recreation Center – Building Improvement (PRJ20630) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Thirteen Thousand Seven Hundred Eighty-Five Dollars and Thirty-Seven Cents (\$13,785.37) from the Tarzana Recreation Center – Building Improvement (PRJ20630) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Thirteen Thousand Seven Hundred Eighty-Five Dollars and Thirty-Seven Cents (\$13,785.37) in Quimby Fees from the Tarzana Recreation Center Account No. 89460K-TB to the Woodland Hills Recreation Center Account No. 89460K-WH;

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11. Take the following action regarding Winnetka Recreation Center – Outdoor Park Improvements (PRJ20322) Project;
  - A. Accept the work performed for the Winnetka Recreation Center – Outdoor Park Improvements (PRJ20322) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Sixty-Four Thousand Eight Hundred Seventy Two Dollars (\$64,490.34) from the Winnetka Recreation Center – Outdoor Park Improvements (PRJ20322) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Sixty-Four Thousand Eight Hundred Seventy Two Dollars (\$64,490.34) in Quimby Fees from the Winnetka Recreation Center Account No. 89460K-WF to the Woodland Hills Recreation Center Account No. 89460K-WH;
12. Take the following action regarding Woodland Hills Recreation Center – Pool Improvements (PRJ20620) Project;
  - A. Accept the work performed for the Woodland Hills Recreation Center – Pool Improvements (PRJ20620) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Authorize the RAP Chief Accounting Employee to reallocate Seven Thousand Three Hundred Twenty-Nine Dollars and Fifty Four Cents (\$7,329.54) from the Woodland Hills Recreation Center – Pool Improvements (PRJ20620) Project to the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
13. Authorize the RAP Chief Accounting Employee to transfer Five Hundred Fifty Thousand Five Hundred Fourteen Dollars (\$550,514.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Woodland Hills Recreation Center Account No. 89460K-WH;
14. Approve the allocation of Nine Hundred Nine Hundred Twenty-Five Thousand Nine Hundred Ninty-Six Dollars and Thirty-Nine Cents (\$925,996.39) in Quimby Fees from Woodland Hills Recreation Center Account No. 89460K-WH for the Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project;
15. Find that the proposed Woodland Hills Recreation Center - Ball Field Improvements (PRJ20933) Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption;

## BOARD REPORT

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16. 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; and,
17. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Woodland Hills Recreation Center is located at 5858 Shoup Avenue in the Woodland Hills community of the City. This 18.76 acre facility includes a recreation center, tennis and basketball courts, multipurpose fields, and a swimming pool. Approximately 2,583 City residents live within a one-half (1/2) mile walking distance of Woodland Hills Recreation Center. Due to the facilities, features, programs, and services it provides, Woodland Hills Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan

### PROJECT SCOPE

On February 3, 2016, the Board of Recreation and Park Commissioners (Board) approved the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project (Report No. 16-037). The scope of the approved project included ball field improvements and fencing improvements.

RAP staff had determined that additional improvements, including the installation of additional sports field lighting, renovation of an existing parking lot, and landscaping, irrigation, and walkway improvements, will be necessary for the completion of the project. RAP staff recommends that the scope of project be modified to include these additional improvements and that supplemental funding be allocated to the project.

### PROJECT FUNDING

The Board has previously approved the allocation of a total of One Hundred Three Thousand Nine Hundred Thirty-Two Dollars and Forty-Six Cents (\$103,932.46) in Quimby Fees for the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project (Report No. 16-037).

The following park capital improvement projects are complete and can be accepted by the Board and, as necessary, closed out by Staff. These projects have unexpended Quimby funding that is available for reallocation to the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project:

- John Quimby Park - Play Area Renovation (PRJ20084) Project
- John Quimby Park – Outdoor Park Improvements (PRJ20215) Project
- Lanark Park - Park Renovation (PRJ20359) Project
- Lanark Park – Skate Park (PRJ20748) Project
- Reseda Park – Play Area Renovation (PRJ20661) Project

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- Reseda Park – Pool Improvements (PRJ20616) Project
- Serrania Avenue Park – Outdoor Park Improvements (PRJ20086) Project
- Serrania Avenue Park – Outdoor Park Improvements (PRJ1367A) Project
- Tarzana Recreation Center – Building Improvement (PRJ20630) Project
- Winnetka Recreation Center – Outdoor Park Improvements (PRJ20322) Project
- Woodland Hills Recreation Center – Pool Improvements (PRJ20620) Project

The following amounts of Quimby Fees can be transferred from various Quimby Fee accounts to the Woodland Hills Recreation Center Account No. 89460K-WH and allocated to the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project:

- Eleven Thousand Nine Hundred Fifty-Two Dollars and Thirty-Five Cents (\$11,952.35) in Quimby Fees from the John Quimby Park Account No. 89460K-HB
- Twenty Thousand Six Hundred Sixty-Four Dollars (\$20,664.00) in Quimby Fees from the John Quimby Park Account No. 89460K-HB
- Four Thousand Seven Hundred Five Dollars and Twenty-Seven Cents (\$4,705.27) in Quimby Fees from the Lanark Park Account No. 89460K-LA
- Twenty Thousand Four Hundred Eight Dollars and Seventy-Five Cents (\$20,408.75) in Quimby Fees from the Lanark Park Account No. 89460K-LA
- Thirty-Four Thousand Nine Hundred Forty-Four Dollars and Twenty-Two Cents (\$34,944.22) in Quimby Fees from the Reseda Park Account No. 89460K-RE
- Seven Thousand Three Hundred Twenty-Nine Dollars and Fifty-Four Cents (\$7,329.54) in Quimby Fees from the Reseda Park Account No. 89460K-RE
- One Hundred Eighty-Five Thousand Nine Hundred Twenty-Six Dollars and Twenty-Seven Cents (\$185,926.27) in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD
- Three Thousand Nine Hundred Forty-Six Dollars and Seventy-Four Cents (\$3,946.74) in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD
- Thirteen Thousand Seven Hundred Eighty-Five Dollars and Thirty-Seven Cents (\$13,785.37) in Quimby Fees from the Tarzana Recreation Center Account No. 89460K-TB
- Sixty-Four Thousand Four Hundred Ninety Dollars and Thirty-Four Cents (\$64,490.34) in Quimby Fees from the Winnetka Recreation Center Account No. 89460K-WF
- Five Hundred Fifty Thousand Five Hundred Fourteen Dollars (\$550,514.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00

The total funding available for the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project, including previously allocated Quimby Fees, would be One Million Twenty-Nine Thousand Nine Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$1,029,928.85).

The Quimby Fees were collected within five (5) miles of Woodland Hills Recreation Center, which is the standard distance for the allocation of the Quimby Fees to 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-WH	\$1,029,928.85	100%
<b>Total</b>		\$1,029,928.85	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has been identified for the construction of the Woodland Hills Recreation Center – Ball Field Improvements (PRJ20933) Project.

Construction of this project is currently anticipated to begin in June 2017.

TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Woodland Hills Recreation Center, and no new trees or new shade are proposed to be added to Woodland Hills Recreation Center as a part of this project.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project is a continuation of an existing project exempted from CEQA [Class 1 (1, 4)] February 3, 2016 (Report No. 16-037). However, substantial modifications to the original scope of work requires a new CEQA determination. The proposed modifications consist of the repair and maintenance of existing parking lots and pedestrian trails and the installation of new exterior lighting. They also include new landscape and irrigation. As such, RAP staff recommends that the Board determines that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(3) (12) and Class 3(4) of City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of by the Board.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

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 RAP'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, Senior Management Analyst I, Planning, Maintenance and Construction Branch, Department of Recreation and Parks.

**BOARD REPORT**

NO. 17-144 Revised

DATE June 7, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPOSITION PARK – LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – REVISION OF APPROVED RESOLUTION AUTHORIZING TWO LEASE AGREEMENTS WITH THE 6TH DISTRICT AGRICULTURAL ASSOCIATION (STATE) FOR THE PROPOSED MUSEUM PROJECT AND STATE PROPERTY FOR PLAYFIELD PURPOSES; CONSIDERATION OF A FINDING THAT THE PUBLIC TRI-LEVEL SUBTERRANEAN GARAGE IS NOT A DETRIMENT TO THE PURPOSE OF DEDICATED PARK LAND; AND CONSIDERATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLEARANCE FOR THE PREVIOUSLY APPROVED LEASE AGREEMENT

AP Diaz _____	V. Israel _____
<i>for</i> R. Barajas <i>USD</i> _____	N. Williams _____
H. Fujita _____	

*M. Allen*  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Adopt a revised Resolution, herein included as Attachment 1, authorizing the Department of Recreation and Parks (RAP) to: (1) enter into a proposed fifty (50) year Lease Agreement (Lease) with the 6<sup>th</sup> District Agricultural Association (State) for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed open space landscaping of the Lucas Museum of Narrative Art (Museum) in accordance with Charter Section 594, and for the construction and operation of an underground parking garage in accordance with Charter Section 596, and (2) amend the existing lease with the State for the City's Playfield at EXPO Center;
2. Find that that the public tri-level subterranean parking garage to be constructed will not result in material detriment to the purpose for which the land was dedicated or set aside by the City;
3. Find that, pursuant to City Charter Section 596 and Section 371(e)(10), the use of competitive bidding for the subsurface space being leased would be undesirable, impractical or impossible; and,

## BOARD REPORT

PG. 2 NO. 17-144 Revised

4. Find that the previous CEQA determination for the Lease approved on May 23, 2017 covers the revised Resolution to the Lease, and no further CEQA determination is required.

### SUMMARY

In January 2017, filmmaker George Lucas announced that Los Angeles was selected as the location to build the Lucas Museum of Narrative Art (Museum). To be located primarily on State land at Exposition Park, the Project is estimated to cost approximately One Billion Dollars (\$1,000,000,000.00), which includes building costs, art and an endowment of at least Four Hundred Million Dollars (\$400,000,000.00). The Project comprises a five-level, 299,717 square foot Museum with a two-level parking garage underneath, and an adjacent landscaped area with walking paths and a three-level parking garage underneath (Exhibit A).

On April 19, 2017, the Board, through Report No. 17-104, authorized the General Manager to execute the Planning application related to the Museum project and directed RAP staff to work with the State to draft a new lease agreement for the State's use of the two City-owned Leighton Street parcels, and to amend the Ground Lease Agreement to remove certain terms and conditions no longer applicable due to the Museum project.

On May 23, 2017, the Board, through Report No. 17-135 – Revised, authorized the General Manager to negotiate and execute the proposed Lease between the State and the City for the use of two Leighton Avenue parcels for a fifty (50) year term, and the proposed First Amendment to the Ground Lease Agreement between the State and the City for the athletic field and shared parking.

### Finding of No Material Detriment

On December 31, 1974, the State conveyed two parcels with Assessor's Parcel Nos. 5037-027-924 and 925, more commonly known as Lots 101 and 102, to the City as part of an exchange of properties. On March 21, 1975, a Certificate of Acceptance was executed by the Board Secretary. The subject parcels were accepted for public recreation and/or park purposes. In 2016, the parcels were restriped to accommodate thirty-three parking spaces as part of the City's obligations under the Ground Lease for the Playfields with the State.

The proposed Lease approved by the Board, through Report No. 17-135 – Revised, allows for the construction of tri-level subterranean public parking structure. This garage will be built underneath a landscaped space to be open to the public and maintained and operated by the Museum.

As part of the Project design for the Museum (Exhibit A and Exhibit C), the open space is described as "a rich landscape with a variety of public spaces facilitating natural social interaction, recreation and public events." Because the surface area of the two Leighton Avenue parcels is to be maintained as landscaped open space for the term of the Lease and because this open space is part of a larger public park that spans five city blocks between Vermont

## BOARD REPORT

PG. 3 NO. 17-144 Revised

Avenue and South Bill Robertson Lane, and from Browning Boulevard to Exposition Boulevard, RAP staff recommends that the Board determine that, in compliance with Charter Section 596, the public tri-level subterranean parking garage to be constructed will not result in material detriment to the park purpose for which the land was dedicated when it was dedicated by the Board in 1977.

### Sole Source Finding

Pursuant to City Charter Section 596, any lease of subsurface space under any public park or public grounds under the Board's control must be leased in accordance with Charter Section 371. Under Charter Section 371, all such leases must be competitively bid unless the lease meets one of ten enumerated exceptions allowing for sole source contracting. RAP staff recommends a sole source finding for this Lease in accordance with Charter Section 371(e)(10), because the use of competitive bidding for the subsurface space would be undesirable, impractical or impossible.

RAP staff recommends this finding for the following reasons: (1) the Museum, which is estimated to cost approximately One Billion Dollars (\$1,000,000,000.00) and will provide substantial public benefit to the City from the construction, operation, and maintenance of the Museum, is being built, operated and maintained at no cost to City in return for the below market rate of \$1 per year rent; (2) the Museum would not be undertaken without access to Leighton Avenue parcels, including, especially, the subsurface space, which divides the project in half; (3) the subsurface space underneath the parcels' approximate 0.45 acres of land – bounded by Vermont Avenue, Bill Robertson Lane and Tenant's property – is not suitable for a standalone underground parking garage solely constructed and operated on City property; (4) it is undesirable to lease the subsurface space for any use other than an underground parking garage; and (5) in addition to the valuable consideration noted in (1) above, in return for leasing the Leighton Avenue parcels to State for the Museum, either State or the Museum entity will upgrade the surface area of the parcels into landscaped open space with walking paths, while also providing the City with an equal number of parking spaces as currently exist on the property in another nearby location or in the constructed garage.

### ENVIRONMENTAL IMPACT STATEMENT

On May 23, 2017, the Board made the finding that pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, and 15164, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Environmental Impact Report (EIR), First Addendum, Second Addendum, Third Addendum, Fourth Addendum, and Errata, findings, Statement of Overriding Considerations and accompanying mitigation measures and Mitigation Monitoring Program for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065); and no subsequent EIR, Negative Declaration, or further addendum or other CEQA analysis is required for approval of the project and the actions before the Board.

## BOARD REPORT

PG. 4 NO. 17-144 Revised

Based on this determination, adoption of the revised Resolution is considered part of the approved Lease under previous CEQA clearance, and further CEQA determinations are required for approval by the Board.

### FISCAL IMPACT STATEMENT

Adopting the revised Resolution and making a finding that the public tri-level subterranean parking garage to be constructed will not result in material detriment to the purpose for which the land was dedicated or set aside by the City will not have a fiscal impact to RAP's General Fund. All costs for the construction and maintenance of the subject subterranean parking garage will be the responsibility of the State or the Museum entity.

This Report was prepared by Cid Macaraeg, Sr. Management Analyst II in Real Estate and Asset Management, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Proposed Revised Resolution
- 2) Exhibit A – Preliminary Design of Lucas Museum of Narrative Art Museum
- 3) Exhibit B – Parcel Map of Project Site – Lots 101 and 102
- 4) Exhibit C – Conceptual Landscape Plan

RESOLUTION NO. \_\_\_\_\_

WHEREAS, it has been proposed to build the Lucas Museum of Narrative Art (Museum) at Exposition Park in Los Angeles on 6<sup>th</sup> District Agricultural Association (State) property and City of Los Angeles property under the jurisdiction of the City of Los Angeles Department of Recreation and Parks (City); and

WHEREAS, the City property is located on Leighton Avenue across the street from the City's EXPO Center and identified by Assessor's Parcel Nos. 5037-027-924 and 925 plus a small sliver of land not currently in use, which is no wider than a sidewalk and juts directly out from the Leighton Street parcels north along Vermont Avenue (City Land); and

WHEREAS, subject Leighton parcels measure approximately 19,800 square feet or 0.45 acres and are currently used for parking and subject adjoining lands is not currently in use; and

WHEREAS, the Museum's design for the City Land proposes a landscaped open space that will be open to the public, as well as a public tri-level subterranean parking garage, which will be operated by the State; and

WHEREAS, the State and the City have agreed upon the terms and conditions of a fifty (50) year lease for the use of the City Land for the Museum project; and

WHEREAS, on March 16, 2016, the Board of Recreation and Park Commissioners (Board) approved the Ground Lease between the State and City for the use of three (3) acres of State land for the City's Athletic Field and shared parking through Report No. 16-062; and

WHEREAS, the Museum's design proposes elements to be located on State and City property that are currently used for the City's Athletic Field and shared parking; and

WHEREAS, the State and City have agreed to relocate the City's playfield onto other State owned property and alternative shared parking arrangements;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease Agreement between the State and the City for the use of the Leighton Avenue parcels for a fifty (50) year term from the effective date of the lease; and,

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners finds that the public tri-level subterranean parking garage to be constructed will not result in material detriment to the purpose for which the land was dedicated or set aside by the City.

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed First Amendment to the Ground Lease Agreement between the State and the City for the Athletic Field and Shared Parking; and,

BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make material and technical changes as needed to the proposed Lease Agreement and First Amendment to the Ground Lease, so long as the primary terms and conditions remain as described in Board Report No. \_\_\_\_\_.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on \_\_\_\_\_, 20\_\_ (Report No. \_\_\_\_\_)

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_



**LMNA - LA AREA SUMMARY**

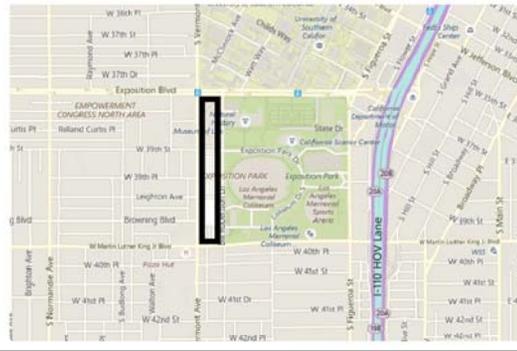
	TOTAL NET	TOTAL GROSS
GROUND FLOOR NORTH	66,008	60,242
GROUND FLOOR SOUTH	72,411	84,434
LEVEL 02 NORTH	602	1,438
LEVEL 02 SOUTH	11,974	14,990
LEVEL 03 NORTH	242	3,114
LEVEL 03 SOUTH	17,211	24,378
LEVEL 04	307,810	112,347
LEVEL 05 NORTH	21,900	28,542
LEVEL 05 SOUTH	8,911	14,912
<b>TOTAL</b>	<b>399,777</b>	<b>502,257</b>
BASEMENT LEVEL 01	509,407	538,490
BASEMENT LEVEL 02	77,071	82,711
<b>TOTAL WITH BASEMENT</b>	<b>686,187</b>	<b>768,330</b>

\*TOTAL NET AREA DOES NOT INCLUDE STAIRS, ESCALATORS, LOADING DOCK/PARKING, EXTERIOR PARKING RAMPS, OR ARCHITECTURAL MECHANICAL ROOMS PER L.A. ZONING CODE 5.03B  
 \*\*TOTAL GROSS AREA WITHOUT PARKING LOTS IS CALCULATED FOR FAIR P.U. RATES

**LMNA - SOUTH GARAGE - AREA**

	TOTAL NET	TOTAL GROSS
LEVEL 01		172,200
LEVEL 02		172,200
LEVEL 03		172,200
<b>TOTAL WITH BASEMENT</b>		<b>516,600</b>

**VICINITY MAP**



**PROJECT TEAM**

<b>ARCHITECT OF RECORD</b>
STANTEC
100 CALIFORNIA STREET SUITE 1000
SAN FRANCISCO CA
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ALFA TECH CONSULTING
ONE POST STREET, SUITE 2200
SAN FRANCISCO, CA 94104
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<b>STRUCTURAL ENGINEERS</b>
LERA CONSULTING STRUCTURAL ENGINEERS,
40 WALL STREET, FLOOR 23
NEW YORK, NY 10005

**SHEET INDEX**

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G002	SITE PHOTOS
G003	RENDERINGS
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A101	MUSEUM FLOOR PLANS
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A104	MUSEUM FLOOR PLANS
A105	SOUTH GARAGE FLOOR PLANS
A201	ELEVATIONS
A301	BUILDING SECTIONS

**PROJECT LOCATION AND SITE CHARACTERISTICS**

THE PROPOSED LUCAS MUSEUM OF NARRATIVE ART (LMNA) WOULD BE DEVELOPED ON ONE SITE AT EXPOSITION PARK IN LOS ANGELES AND WOULD INCLUDE: 1) AN UP TO APPROXIMATELY 400,000-SQUARE-FOOT BUILDING WITH GALLERY, THEATER, EDUCATION, OFFICES, AND RESTAURANT FUNCTIONS; 2) THE REMOVAL OF TWO EXISTING PARKING LOTS THAT EXTEND FROM VERMONT AVENUE TO BILL ROBERTSON LANE BETWEEN EXPOSITION BOULEVARD AND MARTIN LUTHER KING, JR. BOULEVARD; 3) THE REMOVAL AND RELOCATION OF AN EXISTING SOCCER FIELD AND ASSOCIATED OUTBUILDINGS; 4) UP TO TWO LEVELS OF PARKING BELOW THE MUSEUM; AND 5) A SEPARATE BELOW GROUND PARKING STRUCTURE WITH UP TO THREE LEVELS OF PARKING LOCATED SOUTH OF THE MUSEUM BUILDING.

**LMNA BUILDING SITE**

THE LMNA SITE IS BORDERED ROUGHLY BY LEIGHTON AVENUE ON THE SOUTH; VERMONT AVENUE ON THE WEST; BILL ROBERTSON LANE ON THE EAST; AND JESSE BREWER JR PARK TO THE NORTH. WEST 39TH STREET BEGETS THROUGH THE MIDDLE OF THE SITE. THE SITE GRADE IS TO BE DETERMINED AND WILL CREATE SMOOTH TRANSITIONS FROM SURROUNDING ROADS AND SIDEWALKS. THE LMNA SITE WAS FORMERLY COMPOSED OF 44 LOT PARCELS, ALLEYS, AND CONNECTING STREETS. THE PARCELS WERE COMBINED INTO 2 PARKING LOTS:

**PARKING LOT 2.** THE LOT OCCUPIES THE SOUTHERN PORTION OF THE SITE AND HAS A NET AREA OF 385,183 SQUARE FEET (8.6 ACRES) AND A GROSS AREA OF 375,426 SQUARE FEET (8.8 ACRES). IT CONTAINS 816 SURFACE PARKING STALLS ON BLACK ASPHALT, WHICH INCLUDES 18 ADA PARKING STALLS. THERE ARE 3 GATES ALONG BILL ROBERTSON LANE. THERE ARE 2 ELECTRIC POLES IN THE CENTER OF THE LOT. THERE ARE LIGHT POSTS IN A ROW AT THE CENTER AND EAST EDGE OF THE LOT. THE PARKING LOT IS BOUNDED BY A BLACK ON THE WEST SIDE AND A GRAY CHAIN LINK FENCE ON THE REMAINING SIDES.

**PARKING LOT 3.** THE LOT OCCUPIES THE NORTHERN PORTION OF THE SITE AND HAS A NET AREA OF 124,214 SQUARE FEET (2.8 ACRES) AND A GROSS AREA OF 148,768 SQUARE FEET (3.4 ACRES). IT CONTAINS 481 SURFACE PARKING STALLS ON BLACK ASPHALT, WHICH INCLUDES 9 ADA PARKING STALLS. THERE ARE TWO GATES ALONG BILL ROBERTSON LANE. THERE ARE A ROW OF ELECTRIC POLES IN THE CENTER OF THE LOT (4 TOTAL). THERE ARE LIGHT POSTS IN A ROW AT THE CENTER AND EAST EDGE OF THE LOT. THE PARKING LOT IS BOUNDED BY A BLACK METAL GATE ON ALL 4 SIDES.

**BACKGROUND**

THE LMNA SITE WILL BE A FOCAL POINT AND CIVIC GATHERING SPACE FOR THE EXPOSITION PARK. PROVIDING PUBLIC PROGRAM FOR THE COMMUNITY AND INTERACTIVE LANDSCAPE ELEMENTS, AS PART OF A NETWORK OF PROMINENT OPEN SPACES, THE LMNA SITE SHARES VISUAL AND FUNCTIONAL CONNECTIONS WITH THE NATURAL HISTORY MUSEUM TO THE NORTHEAST, MUSEUM PARK TO THE EAST, AND THE LOS ANGELES MEMORIAL COLISEUM TO THE EAST. FROM THE PUBLIC ROOF GARDEN, VISITORS CAN EXPERIENCE PANORAMIC VIEWS OF THE SURROUNDING EXPOSITION PARK AND USC CAMPUS, DOWNTOWN LOS ANGELES, AND SURROUNDING MOUNTAINS BEYOND. GIVEN THE SITE'S CLIMATE AND SUN EXPOSURE, THE DESIGN APPROACH USES CANOPIES AND LARGE OVERHANGS TO CREATE OUTDOOR SHADED PUBLIC AREAS. LIKEWISE THE SITE'S SURROUNDING LANDSCAPE INTEGRATION, STREET DESIGN, AND EXISTING CONDITIONS PRESENT DESIGN CONTROLS FOR SITE DEVELOPMENT.

**DESIGN CONCEPT**

THE LUCAS MUSEUM OF NARRATIVE ART IN LOS ANGELES EXPLORES THE RELATIONSHIP BETWEEN NATURE AND THE URBAN ENVIRONMENT. THE INSTITUTION'S PROGRAM CONSISTS OF THREE COMPONENTS: A MUSEUM, AN EDUCATION DEPARTMENT, AND CINEMA THEATERS THAT ENHANCE THE THEME OF NARRATIVE ART OF WHICH THE MUSEUM IS NAMED. THE MUSEUM DESIGN STRENGTHENS THE PURPOSE OF THE LA EXPOSITION PARK AS A CENTER OF EDUCATION, CULTURE AND INSPIRATION FOR LA RESIDENTS, THE STUDENTS OF THE NEIGHBORING USC CAMPUS AND BEYOND.

THE MUSEUM DESIGN FOR EXPOSITION PARK RESPONDS TO THE CLIMATIC ENVIRONMENT OF THE SITE BY ELEVATING THE MUSEUM GALLERY, WHICH CREATES A CANOPY THAT FLOATS LIKE A CLOUD AND SHADES THE PUBLIC PARK BELOW. ARCHING OVER W 39TH STREET, THE LUCAS MUSEUM OF NARRATIVE ART CREATES AN ICONIC GATEWAY, FRAMING THE NEIGHBORING MUSEUM CAMPUS INCLUDING THE NATURAL HISTORY MUSEUM, THE CALIFORNIA SCIENCE CENTER AND THE LOS ANGELES MEMORIAL COLISEUM. UNDULATING LIKE A CLOUD, THE BUILDING FLOATS OVER A RICH LANDSCAPE WITH A VARIETY OF PUBLIC SPACES FACILITATING NATURAL SOCIAL INTERACTION, RECREATION, AND PUBLIC EVENTS.

THE EXTERIOR BUILDING SURFACE IS SMOOTH AND ORGANIC, REFLECTING THE SURROUNDING NEIGHBORHOODS AND LANDSCAPE. GUESTS TO THE MUSEUM, RESIDENTS OF SURROUNDING NEIGHBORHOODS, AS WELL AS THE PUBLIC, WILL BE REFLECTED IN THE METAL FACADE. HIGHLIGHTING A SURREAL AND DYNAMIC EXPERIENCE, A FEATURE ELEVATOR ASCENDS FROM THE TRANSPARENT GLASS MUSEUM LOBBY BEGINNING A JOURNEY THROUGH THE SCULPTURAL SPACE. DISTORTED REFLECTIONS FOLLOW GUESTS CINEMATICALLY AS THEY TRANSITION FROM REALITY INTO THE FANTASTIC WORLD OF NARRATIVE ART.

THE VISITORS' MOVEMENTS THROUGH THE GALLERIES ARE CHOREOGRAPHED BY A PATH THAT EFFORTLESSLY LOOPS AROUND THE "FLOATING CLOUD", CONTINUING THROUGH A VARIETY OF EXHIBITION SPACES. WITHIN THE GALLERY CLOUD, SELECTED VIEWS TO THE SURROUNDING PARK LANDSCAPE BECOME HIGHLIGHTS, CELEBRATING THE CONNECTION TO NATURE. THE ROOF LANDSCAPE IS DESIGNED AS A TOPOGRAPHICAL FLOATING PARK, WITH PATHS AND TERRACES MEANDERING THROUGH THE GREENERY AND SHADING TREES. THE FLOATING LANDSCAPE BLENDS INTO THE URBAN SCENERY OF LOS ANGELES AND THE VIEWS REACH FROM THE HOLLYWOOD HILLS TO THE SKYLINE OF LA DOWNTOWN AND THE HORIZON WHERE THE SKY MEETS THE OCEAN.

THE MUSEUM EXPERIENCE GOES BEYOND THE DISPLAYED ART COLLECTIONS. THE SCULPTURAL SPACES OF THE ICONIC BUILDING WITH NATURAL ELEMENTS WOVEN THROUGHOUT BECOME PART OF THE EXHIBITION. DESIGNED AS A NEW LANDMARK FOR THE CITY OF LOS ANGELES, THE LUCAS MUSEUM OF NARRATIVE ART ESTABLISHES A DIALOGUE WITH THE METROPOLITAN ENVIRONMENT AND CELEBRATES PUBLIC LIFE ALONG EXPOSITION PARK, AS WELL AS THE NATURAL AND URBAN BEAUTY OF THE CITY.

**PROGRAM AND ACTIVITIES**

THE LANDSCAPE AREAS SURROUNDING THE BUILDING HAVE GREAT POTENTIAL FOR ANY NUMBER OF EVENTS AND ACTIVITIES, THOUGH IT IS NOT HEAVILY PROGRAMMED WITH FIXED ELEMENTS. THIS APPROACH ALLOWS THE PARK TO HAVE THE POTENTIAL TO CONTINUE ITS ROLE AS A COMMUNITY GATHERING PLACE. THE PUBLIC PROGRAM WITHIN THE BUILDING SPILLS OUT INTO THE LANDSCAPE AREAS TO ACTIVATE THE SPACES AND CREATE A STRONG CONNECTION BETWEEN EXTERIOR AND INTERIOR SPACES.

**ACCESS AND CIRCULATION**

THE SITE'S DESIGN ACCOMMODATES CIRCULATION AROUND THE BUILDING AND CONNECTS TO THE SURROUNDING PATHS AND STREETS. BORDERED ON ALL SIDES BY MULTIMODAL CIRCULATION SYSTEMS, THE LMNA SITE IS EASILY ACCESSIBLE FROM THE GREATER LOS ANGELES AREA FROM FREEWAY 110 AT BOTH EXPOSITION BOULEVARD AND MARTIN LUTHER KING, JR. BOULEVARD. LA METRO LIGHT RAIL EXPO/VERMONT STATION IS LOCATED TO THE NORTHWEST AND WITHIN A 5 MINUTE WALK TO THE SITE. CIRCULATION WITHIN THE MUSEUM IS INTENTIONALLY OPEN AND FLEXIBLE. VISITORS WITH DISABILITIES ARE WELCOMED TO THE MUSEUM WITH SIMILAR PATH ROUTES AND ADA COMPLIANT SLOPES.

**STORMWATER**

WATER FROM THE MUSEUM'S FAÇADE CAN BE COLLECTED AND STORED ONSITE OR ADJACENT TO THE SITE. POROUS SURFACES - INCLUDING DECOMPOSED GRANITE, CONCRETE UNIT PAVERS, AND TURF - COVER MOST OF THE LANDSCAPED PORTIONS OF THE SITE, WHICH CAN ALSO BE COLLECTED AND STORED.

**WIND**

THE MUSEUM'S MAIN ENTRANCES ARE PROTECTED FROM THE WIND BY ARCHITECTURE AND LANDSCAPE ELEMENTS. THE LANDSCAPE DESIGN AROUND THE BUILDING IS DESIGNED TO DEFLECT AND MITIGATE WIND, AND CREATE A WELL-PROTECTED SPACE FOR EVENTS, GATHERING, AND PASSIVE RECREATION.

**SOLAR ACCESS**

THE EFFECT OF THE LMNA BUILDING ON THE ADJACENT BUILDINGS AND LANDSCAPE AREAS NEEDS TO BE FURTHER STUDIED BY A SOLAR CONSULTANT. A PORTION OF THE MUSEUM'S ROOF WILL BE COVERED IN PHOTOVOLTAIC PANELS IN ORDER TO OFFSET THE ELECTRICITY CONSUMPTION OF THE BUILDING.



1



2



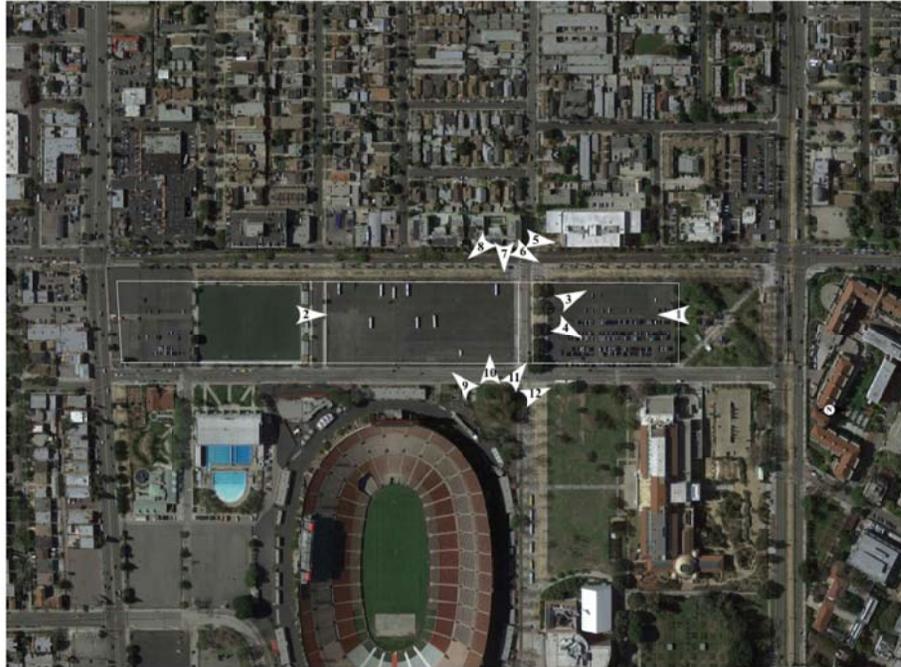
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7

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NOT FOR  
CONSTRUCTION**

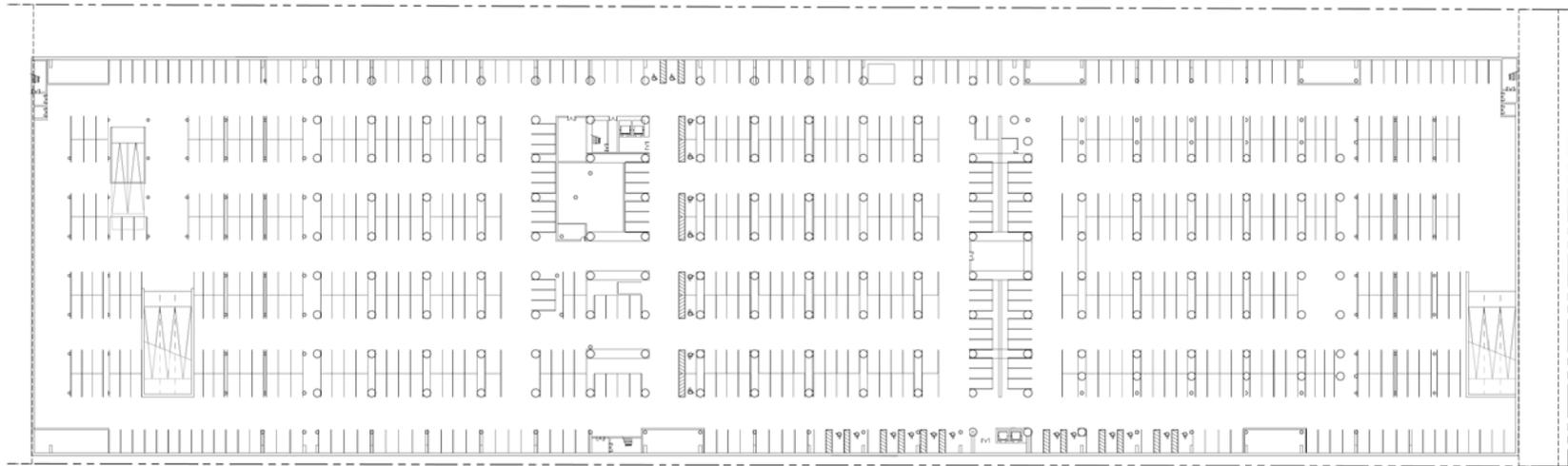
Not for permits, pricing or other official purposes.  
This document has not been completed or checked  
and is for general information or conceptual only.  
Key Plan:

LUCAS MUSEUM OF  
NARRATIVE ART  
Exposition Park  
Los Angeles, California

SITE PHOTOS  
Project No. 222701.002 Scale  
Drawing No.







2 PARKING LEVEL B1 FLOOR PLAN  
1/2" = 1'-0"



1 PARKING LEVEL B2 FLOOR PLAN  
1/2" = 1'-0"



Revised Architecture by  
US Number

DATE	DESCRIPTION	BY	CHKD

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

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Key Plan:

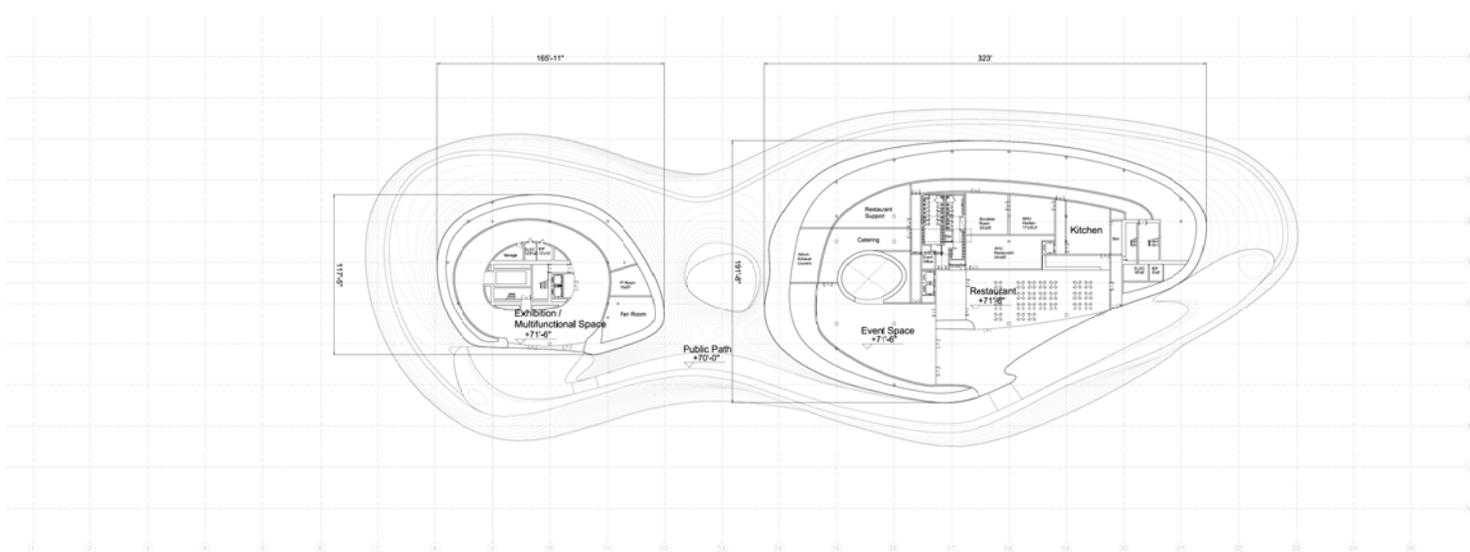
LUCAS MUSEUM OF  
NARRATIVE ART  
Exposition Park  
Los Angeles, California

MUSEUM FLOOR PLANS

Project No. 222701502 Scale  
Drawing No.







1 LEVEL 5 FLOOR PLAN  
1/32" = 1'-0"



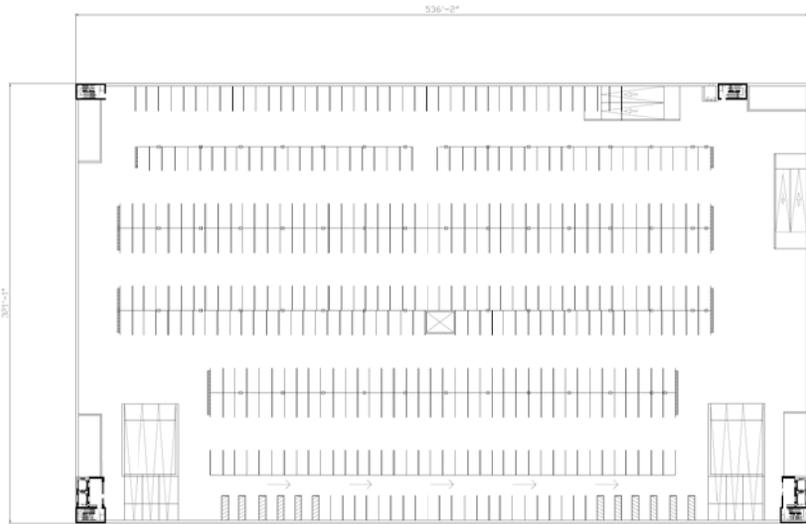
Revised		By		Date	

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NOT FOR  
CONSTRUCTION**

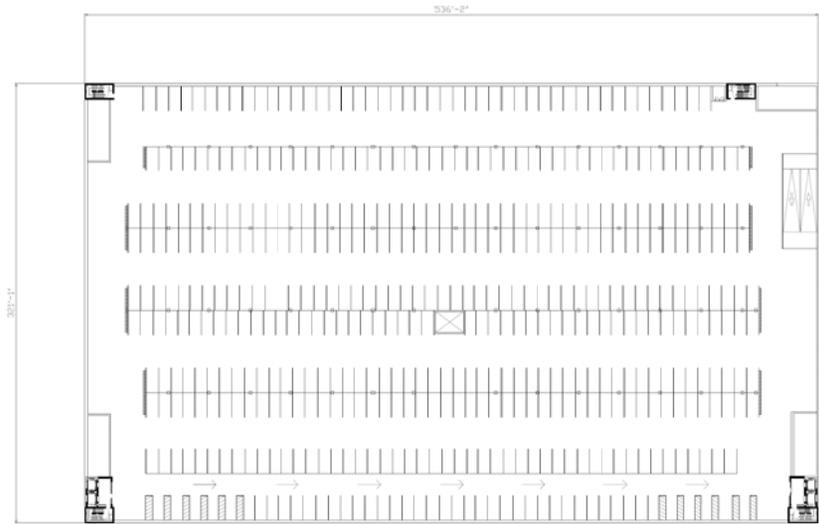
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NARRATIVE ART  
Exposition Park  
Los Angeles, California

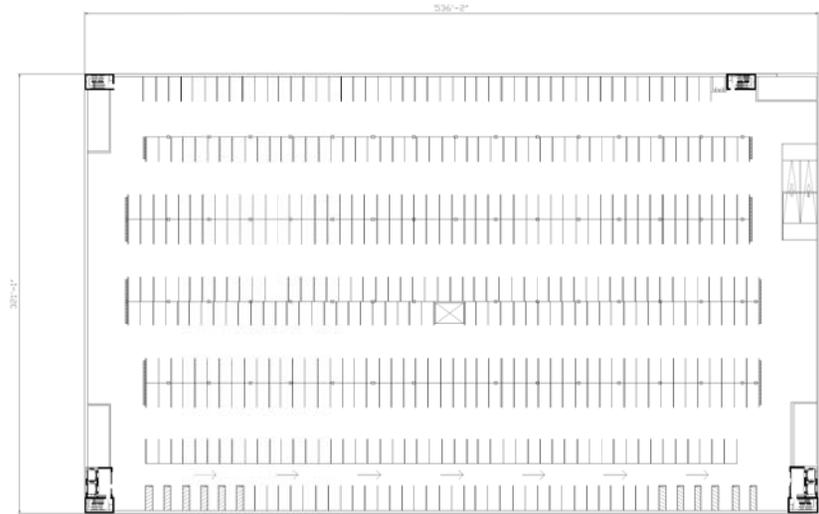
MUSEUM FLOOR PLANS  
Project No. Scale  
222701.002  
Drawing No.



2 PARKING LEVEL B1 FLOOR PLAN  
1/32" = 1'-0"



2 PARKING LEVEL B2 FLOOR PLAN  
1/32" = 1'-0"



1 PARKING LEVEL B3 FLOOR PLAN  
1/32" = 1'-0"



Series Information by  
LA Number

DATE	DESCRIPTION	BY	APP'D

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

Not for permits, pricing or other official purposes.  
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Key Plan:

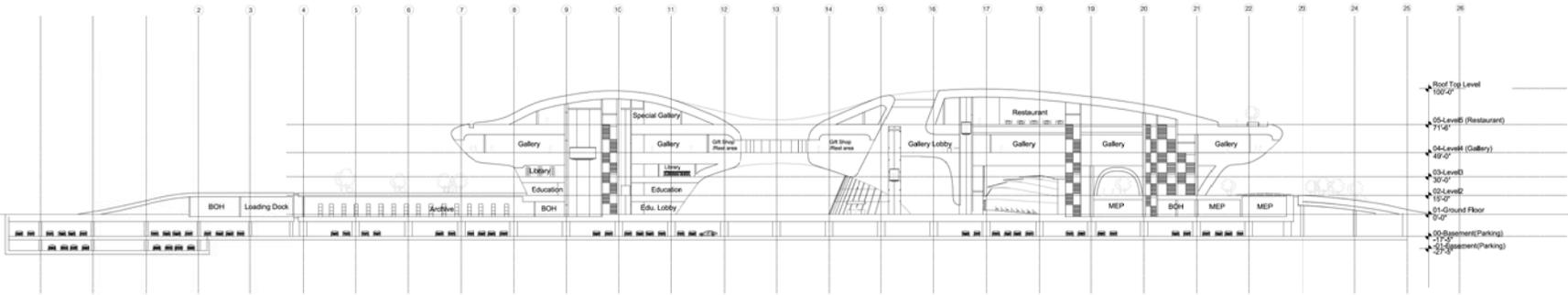
LUCAS MUSEUM OF  
NARRATIVE ART  
Exposition Park  
Los Angeles, California

**SOUTH GARAGE  
FLOOR PLANS**

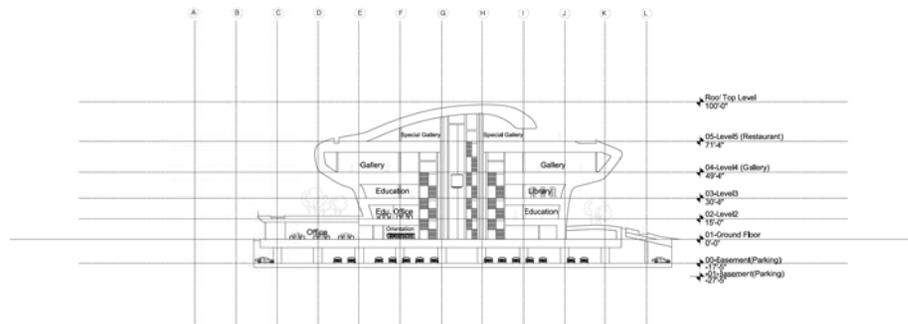
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Drawing No.

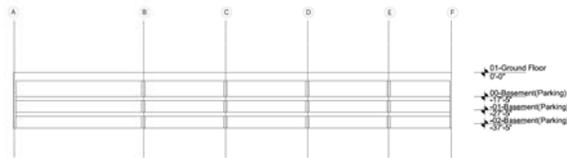




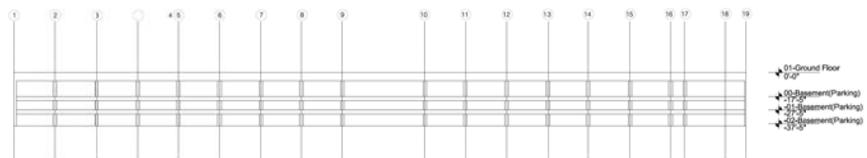
**3 MUSEUM LONGITUDINAL SECTION**  
1/32" = 1'-0"



**2 MUSEUM CROSS SECTION**  
1/32" = 1'-0"



**4 SOUTH GARAGE LONGITUDINAL SECTION**  
1/32" = 1'-0"



**1 SOUTH GARAGE CROSS SECTION**  
1/32" = 1'-0"

Series Indication by  
US Number

REV	DATE	DESCRIPTION	BY	APP'D

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

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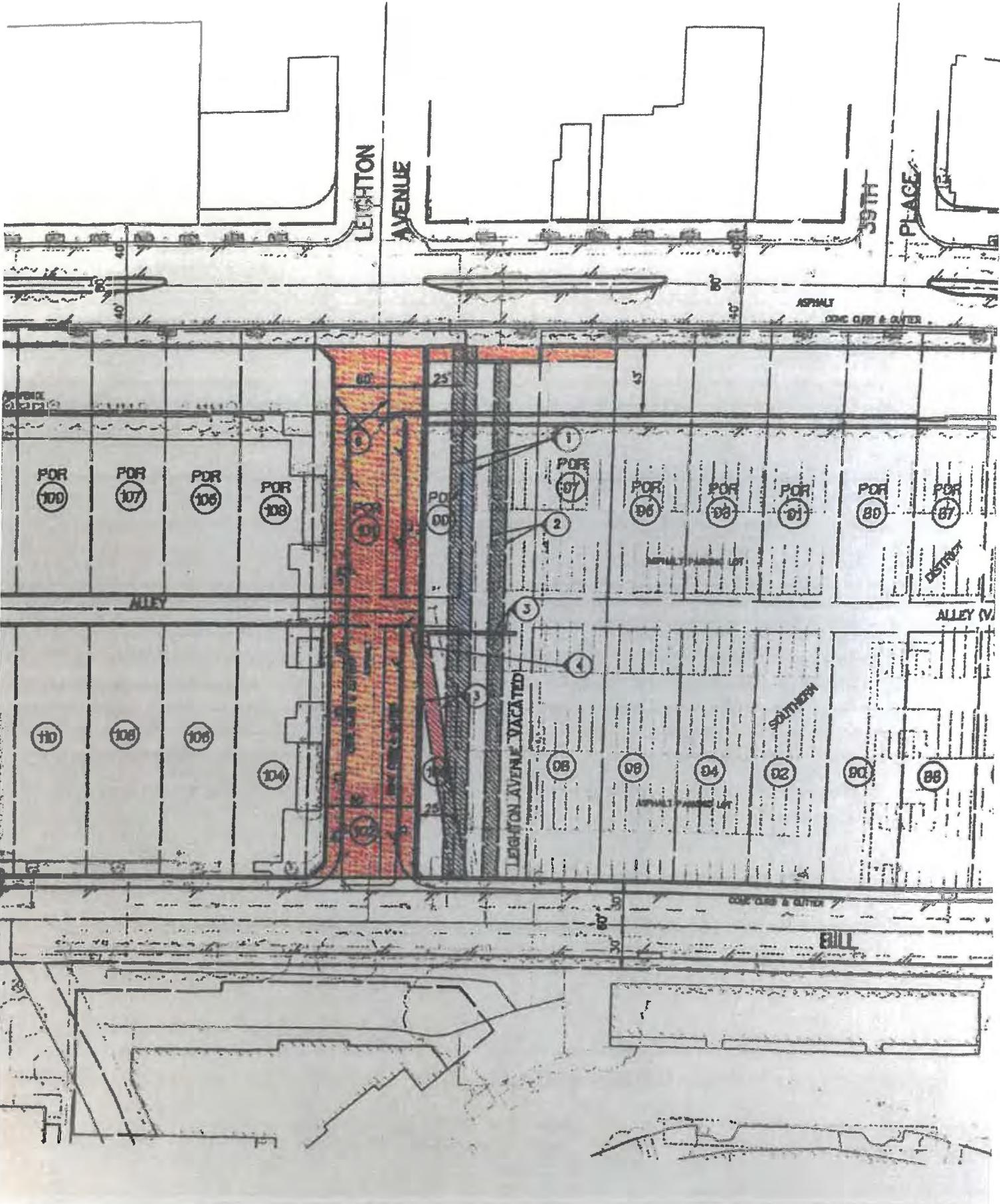
Key Plan:

LUCAS MUSEUM OF  
NARRATIVE ART  
Exposition Park  
Los Angeles, California

**BUILDING SECTIONS**

Project No. Scale  
222701.502  
Drawing No.







CURRENT SOCCER FIELD PLAN



PROPOSED SOCCER FIELD PLAN

BOARD OF RECREATION AND PARK COMMISSIONERS  
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7) City Clerk, relative to extending the deadline, under the Proposition K Grant Agreement, for executing a lease agreement between the City and the Heart of Los Angeles Youth Incorporated (HOLA) for the proposed Arts and Recreation Center at Lafayette Park.

Noted and Filed.  
(Report No. 17-077)

8) City Clerk, relative to healthy food options at City facilities.

Referred to General Manager.

9) City Clerk, relative to granting a perpetual easement to 636 NHP LLC to provide access to a retaining wall located in Ord and Yale Park.

Noted and Filed.  
(Report No. 17-103)

10) City Clerk, relative to strategies to protect and improve biodiversity in the City, and the feasibility of implementing the City Biodiversity Index.

Noted and Filed.

11) City Clerk, relative to funding for the installation of guardrails along the Lake Hollywood Park for the safety of all residents and visitors.

Referred to General Manager.

12) City Clerk, relative to the appropriation of \$3,000,000 in CRA/LA excess bond proceeds for community facilities and open space activities in connection with the Pio Pico Library Park Project.

Noted and Filed.  
(Report No. 17-042)

13) City Clerk, relative to the installation of a commemorative sign at Warner Center Park located.

Referred to General Manager.

14) City Clerk, relative to the Supplemental Agreement between the City and Washington Irving Middle School to revise the payback period to eight years commencing upon completion of the 2017 Repair Project.

Noted and Filed.  
(Report No. 17-119)

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- 15) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending April 28, May 5, and May 12, 2017. Noted and Filed.
- 16) Three residents, seven communications, to the General Manager, relative to the gate at the top of Beachwood Drive, with a response. Noted and Filed.
- 17) Jackie Keene, District Director, Council District 2, to Robert Corn, relative to the Whitnall Dog Park meeting. Noted and Filed.  
(Communication No. 8321)
- 18) Aimee Martinez, relative to how to create pocket parks in park poor areas of Los Angeles. Referred to General Manager.
- 19) Miles Gibbons, relative to gopher holes at Balboa Sports Center. Referred to General Manager.
- 20) Derrick Alan, to Golf Manager Laura Bauernfeind, relative to brochures he produced. Noted and Filed.
- 21) Victoria Montes, to the General Manager, relative to funding for maintenance at Downey Park. Referred to General Manager.
- 22) T.J. Figueroa, to the Department on Disability, relative to the parking situation at Griffith Observatory. Noted and Filed.
- 23) 343 Petitioners, relative to the proposed Heart of Los Angeles (HOLA) project in Lafayette Park. Referred to General Manager.  
(Report No. 17-077)

This Report was prepared by Paul Liles, Administrative Clerk, Commission Office.

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

6/8/17          CON-G17-003 - Golf Management and Reservation System

7/25/17        CON-M17-001 - Vending Machine Concession

QUALIFICATIONS TO BE RECEIVED:

None