

APPROVED

DEC 16 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-211

DATE December 16, 2021

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – AUTHORIZATION TO ACQUIRE STATE OWNED PROPERTY AT PAN PACIFIC PARK - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 25 [TRANSFERS OF OWNERSHIP OF INTERESTS IN LAND IN ORDER TO PRESERVE OPEN SPACE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15325(f) OF CALIFORNIA CEQA GUIDELINES

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>fo</i> C. Santo Domingo	<i>DF</i> _____
J. Kim	_____	N. Williams	_____

M. Slue

 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

1. Authorize the acquisition of 26.94 acres of land from the State of California, identified as Los Angeles County Assessor’s Parcel Numbers (APN) 5512-004-901, 5512-004-910, 5512-006-900, 5512-006-901, 5512-007-911, 5512-007-912 (collectively, Property), for Pan Pacific Park (Acquisition);
2. Adopt the draft Resolution (Attachment A) that approves the Acquisition and dedicates the Property as park property in perpetuity;
3. Authorize RAP Staff to assist the Department of General Services (GSD), the Office of the City Attorney and other City entities with the Acquisition;
4. Authorize RAP’s Chief Accounting Employee or designee to pay the State of California’s costs for processing the Acquisition estimated at Thirteen Thousand, ninety seven dollars and fifty cents \$13,097.50 and other transactional costs deemed necessary by the Department of General Services, to be paid from Fund 302/88, Account 6030, as detailed in the body of this Report;
5. Upon the receipt of the necessary approvals, authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the Quitclaim Deed (Attachment B) from the State of California upon the terms and conditions set forth therein, subject to the approval of the City Attorney as to form and legality;

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6. Authorize the General Manager, or designee, to coordinate with the County of Los Angeles to review the Project Cooperative Agreement and modify it as necessary in order to amend the requirements of the Development Plan as more fully set forth in this Report;
7. Determine that the Acquisition (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 25 [Transfers of ownership of interests in land in order to preserve open space] of City CEQA Guidelines and Article 19, Section 15325(f) of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE);
8. Direct RAP's Chief Financial Officer or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) in order to file a NOE with Los Angeles County within five (5) working days of approval of this Board Report; and,
9. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report

SUMMARY:

Pan Pacific Park is located at 7600 Beverly Boulevard in the Fairfax District area of the City. This 32.18 acre facility provides multipurpose fields, three children's play areas, a swimming pool, a recreation center, and a senior center for the use of surrounding communities. Pan Pacific Park is also home to the Holocaust Museum LA (HMLA). Approximately 15,243 City residents live within a one half mile walking distance of Pan Pacific Park.

A 26.94 acre portion of Pan Pacific Park is owned by the State of California (State) and leased to the City.

Lease and Cooperative Agreement

As previously discussed, a portion of Pan Pacific Park is still owned by the State of California. A map showing the area currently owned by the State is attached to this report (Attachment C)

In 1978, the State, County of Los Angeles (County), and the City entered into an acquisition agreement to acquire the property for the purposes of developing a new park and for flood control purposes. In 1993, the County, which had been operating the park since 1978, assigned their operating agreement to the City. In 2000, the City and County entered into a Project Cooperative Agreement that essentially transferred operational responsibility for the park to the City (Attachment D).

Per that Project Cooperative Agreement, RAP was to develop and improve the park in conformance with the terms of the agreement and the Pan Pacific Park Auditorium Site Development Plan (Development Plan). The site development plan laid out the design and construction details for the park including: a Senior Center, Community Building, a museum showcasing the history of Pan Pacific Park, tennis courts, landscaping, parking, and removal of the First Street entrance and

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parking lot. The agreement also specified that that Development Plan may be amended by mutual agreement between City and County. Any modification or amendment must be in writing signed by both parties. The parties agreed to execute such other documents as are required to effectuate the terms of the agreement.

The park has since been developed in general conformance with the Pan Pacific Park Auditorium Site Development Plan, though not all the elements described on the plan have been constructed, nor are located in the areas envisioned in the Development Plan.

Upon approval of this report, RAP will coordinate with the County to confirm if the existing park improvements at Pan Pacific Park are in conformance with the Development Plan and, if not, to seek a modification of the Development Plan agreeable to both County and RAP. Any modifications to the Development Plan requiring an amendment to the Cooperative Agreement shall be presented to the Board for approval prior to execution of such amendment.

Property Transfer

For the last several months, staff from RAP, GSD, and City Attorney have been working with representatives of the State's General Services Department on this proposed Acquisition.

An agreement on the transfer has been reached and the State has agreed to quitclaim their property to the City. The proposed Quitclaim Deed is attached to this Report (Attachment B).

The State proposes to transfer the remaining 26.94 acre portion of the park to RAP at no cost. RAP agrees to pay the State's staff costs, and other transfer fees as determined by the City's Department of General Services, associated with this Acquisition. The State's staff costs have been estimated at \$13,097.50 and it is unknown at this time if there will be any additional transactional costs associated with this Acquisition. RAP staff have identified funding to pay for these costs from Fund 302/88, Account 6030. As set forth in the Quitclaim Deed, the Acquisition is made on the condition that the City shall utilize the Property for public park purposes. If the City breaches this use condition, the State shall be entitled to enter and terminate the City's right, title and interest in the Property and re-vest title back to the State.

ENVIRONMENTAL IMPACT:

A Phase I Environmental Site Assessment (ESA) was performed for the Property. The Phase I ESA was completed in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessments (Standard Designation E 1527-13), the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI). A Phase I ESA Report (completed November 17, 2021) is on file in RAP's Real Estate Division.

The Phase I ESA identified the property currently as a 27-acre public recreation park developed with a recreation center, several out structures, exterior recreational features, and paved parking lots.

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Historically, the Property was developed for oil production as early as 1920. An aboveground storage tank was recorded in the south portion of site. Oil wells were visible throughout the southern half of the site as late as 1928. Available records reviewed as part of the Phase I ESA, indicated that three wells were located at the site and were plugged between 1927 and 1932. No oil wells were observed during the consultant's site reconnaissance. Based on the age and limitations of the well closure documents, the wells are presumably not plugged to current regulatory standards.

Due to historical oil field and oil production, the site has been identified as located within a methane zone. A methane barrier system was observed in the recreation center during the consultant's site reconnaissance.

By 1935, the north portion of the site was developed with the Pan-Pacific Auditorium. As early as 1938, additional commercial structures had been developed along Beverly Boulevard, including a gas station with auto repair on the northeast corner. Concurrently, a commercial structure characteristic of a gas station had also been constructed on the southeast corner of the site along West 3rd Street, while the remainder consisted of vacant land. By 1950, the northern structures were operated as a bowling alley and a theatre; while the gas station was still present in the northeast corner and the commercial structure located at the southeast corner was confirmed as a gas station. In the 1960s, the northern gas station had been demolished and replaced with a parking lot for the auditorium, and the southeast gas station had been redeveloped with a market. By 1989, the Pan Pacific Auditorium burned down, the commercial structures in the north abutting Beverly Boulevard and in the southeast corner along West 3rd Street were no longer present, and the north and central portions of the site resembled its present-day recreational park infrastructure. As early as 2002, the remaining portions of the site resembled its present-day park configuration.

No records were found during the Phase I assessment pertaining to any underground storage tanks (USTs) including removal or installation, or subsurface assessments associated with any former on-site gas station operations.

The Phase I ESA found that the use of the northeast and southeast portions of the site as gasoline service stations constitutes a recognized environmental condition (REC). Based on the lack of documentation regarding the status of any former USTs, the consultant's recommendation is to perform a Phase II assessment in the areas of the former gasoline stations, in the event soils in these areas are disturbed or redeveloped. Additionally, due to the former oil production and exploration, the consultant advised that more assessments be conducted to locate former oil production wells and confirming that abandonment of wells meets current standards. Additionally, methane assessment will be required dependent on locations of redevelopment.

Based on the above, staff recommends approving the Acquisition as the majority of the Property is of low environmental concern, but also with the understanding that any redevelopment in the areas of the former gasoline stations and former oil wells may require additional investigation and/or work to meet regulatory closure standards.

The proposed Project consists of the transfers of ownership of interests in land in order to preserve open space.

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This site is within a methane zone, but the nature of the agreement is such that it does not impact on a recognized environmental resource of hazardous or critical concern, so there is no reasonable possibility that the project will have a significant effect due to its location or unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of December 3, 2021, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the project site includes City of Los Angeles Historic Cultural Monument # 183 (West Façade of Pan Pacific Auditorium), however, the auditorium was destroyed by fire in 1992 and does no longer exist. Therefore, the transfer of property will not cause a substantial adverse change in the significance of a historical resource.

As such, staff recommends that the Board determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 25 of City CEQA Guidelines as well as to Article 19, Section 15325(f) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

At present, there is not enough information to evaluate the environmental impact of future projects on the Property. Staff will address CEQA matters for such projects when such final projects are presented to the Board for its approval.

FISCAL IMPACT:

The fiscal impact to RAP's General Fund is estimated to cost at least \$13,097.50. This will cover the staff costs for the State of California. However, there may be additional unknown transactional costs to be determined by the Department of General Services. Funds for this transaction are available in Fund 302/88, Account 6030.

STRATEGIC PLAN INITIATIVES AND GOALS:

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

Goal No. 1:	Provide Safe and Accessible Parks
Outcome No. 2:	Every Angeleno has walkable access to a park in their neighborhood.
Key Metric:	Percentage of Angelenos with park access within ½ mile from their home.
Target:	60% by 2022
Result:	Pan Pacific Park will be able to continue serving 15,243 residents.

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This Report was prepared by Bryan Miller, Management Analyst, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment A - Resolution
- 2) Attachment B - Quitclaim Deed
- 3) Attachment C - Aerial Map of State Owned Property
- 4) Attachment D - City County Project Cooperative Agreement

RESOLUTION NO. _____

WHEREAS, on _____, 20__ through Board Report (BR) No. _____ the Board of Recreation and Park Commissioners (Board) approved the acquisition of 26.94 acres of land, from the State of California, identified as Los Angeles County Assessor's Parcel Numbers (APN) 5512-004-901, 5512-004-910, 5512-006-900, 5512-006-901, 5512-007-911, 5512-007-912, for Pan Pacific Park; and,

WHEREAS, the Board has authorized RAP staff to request the assistance of the Department of General Services, the Office of the City Attorney, and other City entities in the review and processing of the related documents; and,

WHEREAS, the Board has directed RAP's Chief Accounting Employee to pay the State of California's staff costs for processing the subject transfer estimated at \$13,097.50 and other transactional costs deemed necessary by the Department of General Services, to be paid from Fund 302/88, Account 6030; and,

WHEREAS, the preliminary report of a Phase I site assessment for the Property indicates that there is no environmental impediment to RAP acquiring the site for public use; and,

WHEREAS, upon the receipt of the necessary approvals, the Board has authorized the Board President and Secretary to execute the Quitclaim Deed from the State of California, which shall incorporate the property as a part of Pan Pacific Park and dedicate as park property in perpetuity, subject to the approval of the City Attorney as to form and legality;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Charter Section 594(a), the Board approve the acquisition of the Property and authorize RAP staff to request the assistance of the Department of General Services, the Office of the City Attorney, and other City entities to complete the acquisition subject to review and approval by the City Attorney as to form; and,

BE IT FURTHER RESOLVED that the Department's Chief Accounting Employee is authorized to pay for the State's staff costs estimated at \$13,097.50 to be paid from Fund 302/88, Account 6030, and any other associated transactional costs as determined by the Department of General Services; and,

BE IT FURTHER RESOLVED, that the Board President and Secretary are authorized to accept and execute the Quitclaim Deed substantially in the form attached as Attachment B to the Board Report to which this Resolution is attached, effecting the acquisition of the Property; and,

BE IT FURTHER RESOLVED, that upon completion of the acquisition mentioned above, the Property is set apart and dedicated as park property in perpetuity.

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__ (Board Report. No. _____).

Takisha Sardin, Board Secretary

Resolution No. _____

RECORDING REQUESTED BY
California Department of General
Services

WHEN RECORDED MAIL TO:
City of Los Angeles
Parks and Recreation
~~200 W 7th Street, Suite 700~~
~~Los Angeles, CA 90017~~
Attn: Bryan Miller

No fee document per Government Code 6103 SPACE ABOVE THIS LINE FOR RECORDER'S USE

No document transfer tax per R&T Code 11922 (None)

~~Portion APN: 5512-004-908, County of Los Angeles~~

APN: 5512-004-901, 5512-004-910, 5512-006-900, 5512-006-901, 5512-007-911 & 5512-007-912

**State of California
QUITCLAIM DEED**

Pursuant to the provisions of Chapter 976 of the Statutes of 1993 the STATE of CALIFORNIA, through its duly appointed, qualified, and acting Director of General Services, with approval of Department of Parks and Recreation, hereby quitclaims to THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, all its right, title, and interest in and to the real property in the County of Los Angeles described on the attached Exhibit "A" consisting of ONE (1) page and depicted on the attached Exhibit "B" consisting of one (1) page and by this reference made a part hereof.

EXCEPTING AND RESERVING to the State of California all mineral deposits as defined in Section 6407 of the Public Resources Code, without surface rights of entry from the surface to a depth of 500 feet below the surface.

POWER OF TERMINATION, This conveyance is made on the condition that the City of Los Angeles shall utilize the property for public park purposes. If the City breaches this use condition, the STATE shall be entitled to enter and terminate the City's right, title and interest in the property and revert title in the name of the STATE OF CALIFORNIA. These powers of termination shall be superior to any other lien and claims and if the power of termination is exercised by the STATE the property shall transfer back to the STATE free and clear of any liens or encumbrances.

IN WITNESS WHEREOF, the STATE has caused this Quitclaim Deed to be executed
this _____ day of _____, 2021.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL
SERVICES
ANA M. LASSO, DIRECTOR

APPROVED:
STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION

By: _____
MICHAEL BUTLER
CHIEF, REAL PROPERTY SERVICES SECTION

By: _____
BRIAN DEWEY
ASSISTANT DEPUTY DIRECTOR
FACILITIES AND DEVELOPMENT

Exhibit A
Legal Description

All that real property situate in the City of Los Angeles, County of Los Angeles, State of California being described in the Grant Deed from Pan Pacific, Inc. and the Estate of E.L. Cord to the State of California recorded October 18, 1979 in Document No. 79-1171374 of Official Records in the Office of the Recorder and the Quitclaim Deed from Pan Pacific Outdoor Advertising Company, Inc. to the State of California recorded March 18, 1981 in Document No. 81-278393 of Official Records also in the Office of the Recorder;

Excepting therefrom:

Any portion of the alley adjacent to Lots 423 and 424 as shown on Tract Map No. 7372 recorded in Map Book 107, at Page 81-83 inclusive also on file in said Office of the Recorder being described in the Quitclaim Deed to The Carlyle Group recorded June 16, 1988 in Document No. 88-958068 of Official Records in the Office of the Recorder, said Lots being conveyed to the State of California in said Document No. 79-1171374;

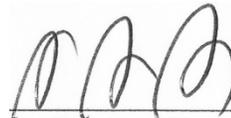
Portions of said Document No. 79-1171374 that were conveyed from the State of California described in the following two (2) Quitclaim Deeds:

1. Quitclaim Deed to the City of Los Angeles recorded January 29, 2008 in Document No. 2008-0174446 of Official Records in the Office of the Recorder;
2. Quitclaim Deed to the City of Los Angeles recorded October 21, 2011 in Document No. 2011-1431667 of Official Records in the Office of the Recorder;

Containing 26.94 Acres more or less.

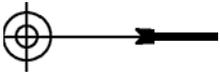
End of Description.



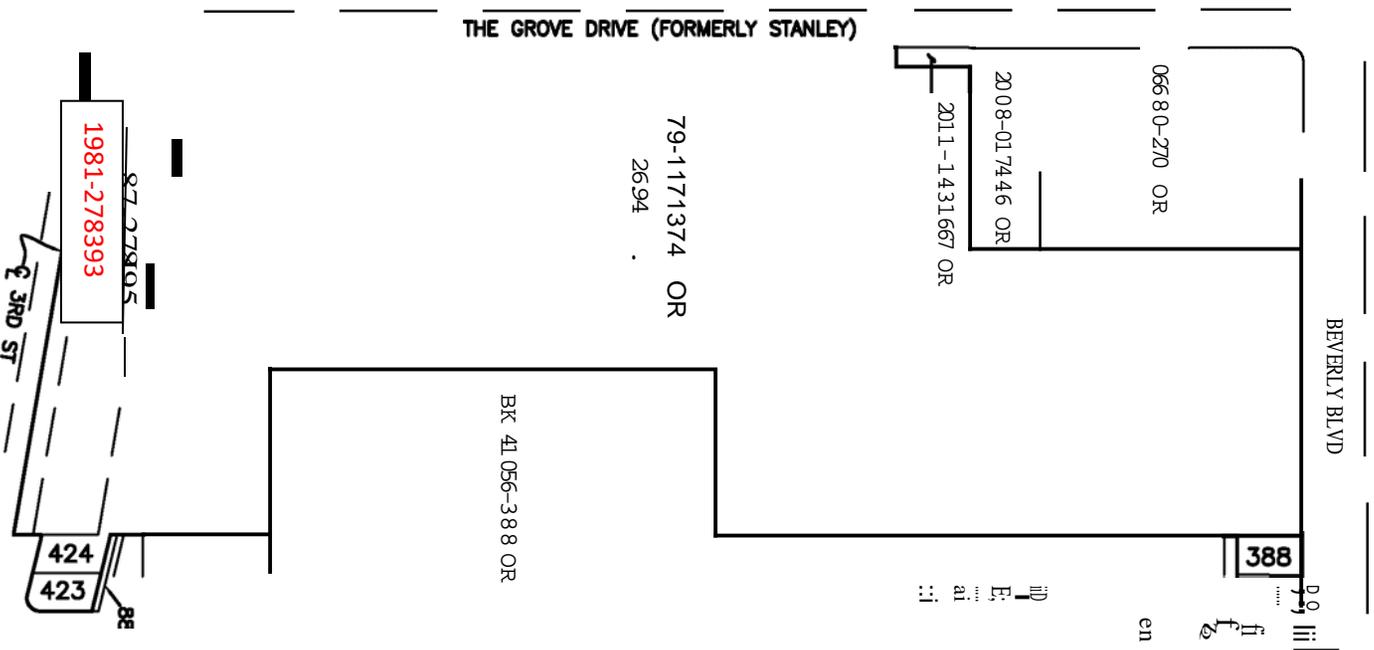

Stephen Guay

8/16/21
Date

EXHIBIT B
PLAT TO ACCOMPANY



N.T.S.



DATE 2/4/2021	OF	TRANSFER OF JURISDICTION PAN PACIFIC STATE PARK	 <p>ACQUISITION & REAL PROPERTY SERVICES One Capitol Mall Sacramento, CA 95814-3229</p>
DRAWN SG			
CHECKED			

72612

COOPERATIVE AGREEMENT**PAN PACIFIC PARK**

This Agreement is made and entered this 18th day of FEBRUARY, 2000 by and between the County of Los Angeles ("County") and the City of Los Angeles ("City") by and through its Board of Recreation and Park Commission and the Los Angeles County Flood Control District ("District") and the Los Angeles County Regional Park and Open Space District ("Open Space District").

RECITALS

WHEREAS, Pan Pacific Park has been authorized to be granted to City by the State of California ("State") by Government Code Section 14673.8 effective January 1, 1994, subject to certain easement rights of District, and subject to a Cooperative Agreement as set forth herein;

WHEREAS, Pan Pacific Park was acquired by a cooperative Acquisition Agreement dated March 21, 1978 by and among County, City, District and State;

WHEREAS, Pan Pacific Park has been operated by County pursuant to an Operating Agreement dated March 21, 1978 by and between County and State;

WHEREAS, since 1978 County has operated Pan Pacific Park and has invested in the planning of park improvements to benefit the community, and County has specifically instituted cooperative planning for park improvements with the active cooperation of City and the community;

WHEREAS, since 1993, City has operated Pan Pacific Park as assignee of the 1978 Operating Agreement, with the consent of State and pending a grant of Pan Pacific Park from State to City;

WHEREAS, County is scheduled to receive funds from the Open Space District to develop and restore recreation facilities at Pan Pacific Park, and County is willing to assign the right to those funds to City for this purpose as described in this Cooperative Agreement;

WHEREAS, a condition of State conveyance to City in Government Code Section 14673.8 is a City and County Cooperative Agreement (sometimes referred to herein as "Agreement");

WHEREAS, the County Board of Supervisors is the ex officio governing board of the District and the Open Space District;

WHEREAS, as also provided by Government Code Section 14673.8 and as directed and intended by the parties to the 1978 Acquisition Agreement and 1978 Operating Agreement, this Agreement supersedes the March 21, 1978 "Operating Agreement Pan Pacific Project", but does not supersede the 1978 Acquisition Agreement;

NOW, THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Pursuant to Government Code Section 14673.8 and the conditions imposed by State in the transfer of Pan Pacific Park to City, City is responsible for care, maintenance, development, operation and control of the real property known as Pan Pacific Park.

2. The term of this agreement shall commence on City acquisition of title or jurisdiction from State or the execution of this agreement, whichever is later, and shall thereafter continue for ten (10) years, or upon completion of the development of the Pan Pacific Park pursuant to the Pan Pacific Park Auditorium Site Development Plan, (Attached as Exhibit A), or as it may be amended by mutual agreement between City and County, whichever occurs later. Notwithstanding the execution of this Agreement, the City and County agree that the assignment of the 1978 State-County operating Agreement to the City remains in full force and effect until City acquisition of title or jurisdiction from the State.

3. City's and County's obligations hereunder are expressly subject to easements and obligations granted to and accepted by District pursuant to the March 21, 1978 Acquisition Agreement, which easements and obligations remain unaffected by this Cooperative Agreement.

4. County hereby assigns to City, and City hereby accepts the assignment of County's Proposition A contract for the \$3.5 million as specified in Section 8, Subsection (a) Paragraph 2 Subparagraph AA of the Safe Neighborhood Park Proposition 1992 for the Park ("Proposition A Grant Funds"), for the City to implement the park improvement projects as depicted in the site diagram in the Pan Pacific Park Auditorium Site Development Plan or any amendments to that Plan as may be mutually agreed upon by City or County. The County official authorized to agree on plan amendments is the County Director of the Department of Parks and Recreation. The City official authorized to agree on plan amendments is the General Manager of the Department of Recreation and Parks.

Nothing in this paragraph obligates County to fund Park development from County general funds or City to fund Park development from its general funds.

5. It is the intention of the parties that the name of the Park remain "Pan Pacific Park". The name of the Park shall remain "Pan Pacific Park" unless changed by mutual agreement of City and County.

6. Except as otherwise provided in this Agreement, City is responsible for payment of all costs of caring for, developing, maintaining, controlling, and operating the Park, and County shall not be liable for any such costs. Nothing herein shall prevent City from obtaining funds from any public or private entities for such purposes or from joining with any public or private entities to perform such functions. Nothing herein shall preclude City from receiving grants or other funds for such purposes to the full extent otherwise permitted by law.

7. While this Agreement is in force and effect, said park property shall, at all times, be accessible and subject to the use and enjoyment of all residents of State, and all other persons entitled to use and enjoy the same, subject, however, to the control of City as to the manner of such use and enjoyment. City may adopt rules and regulations for the use and enjoyment of said park property. Such use and enjoyment shall also be subject to the jurisdiction and control of the Chief Engineer of District as set forth in the terms and exhibits of the March 21, 1978 Acquisition Agreement among State, County, City and District.

8. Pursuant to Government Code Section 14673.8, County has the right to develop, maintain, operate, and control a County Museum on the Park in substantial conformance

to the site diagram in the Pan Pacific Park Auditorium Site Development Plan, or as that Plan may be amended by mutual agreement between City and County. County's rights and obligations described in Government Code Section 14673.8 are conditioned on County providing all funding and undertaking all development obligations with respect to the County Museum. County hereby agrees that it will not pursue such funding and will not undertake such obligations with respect to a museum and will not require any amendment to the site diagram to include provision of a museum at this Park. However, any such amended site diagram and any resulting park development shall incorporate a structure whose facade at entry of the building shall include architectural elements that recall the facade of the historic Pan Pacific Auditorium.

9. City is designated as the lead agency for purpose of compliance with the California Environmental Quality Act (CEQA) for the development plan for all proposed park improvements.

10. City is authorized and agrees to develop and improve said park property in conformance with the terms of this Agreement and with the site diagram in the Pan Pacific Park Auditorium Site Development Plan or as that Plan may be amended by mutual agreement between City and County.

11. Park improvements erected on said park property by City and County shall, upon completion, become a part of the realty and title to said improvements shall vest in City. It is expressly understood that the flood control works and other improvements constructed by District within the easements acquired by District as described in the 1978 Acquisition Agreement and Exhibit B to that Agreement shall not be subject to the

jurisdiction or control of City, and title to said works and improvements shall at all times remain in the District.

12. Except with respect to District property as set out in Paragraphs 3, 7, and 11 herein, County shall not, without prior written approval of City, remove, move, demolish, or alter in any manner, any park improvements, natural features, or accretions existing on the Park on the effective date of this Agreement or subsequently occurring.

13. City shall prepare all environmental studies, plans, working drawings and specifications to be used in the construction and installation of improvements to be made to the Park. Any existing park equipment which will not be included in the Park, as improved, will be removed by City in its sole discretion and at its sole expense. Any existing improvements which County identifies and indicates that it wishes to retain shall be removed by County at County's sole expense with reasonable care and delivered to a site identified by County.

14. City shall maintain the Park and all improvements constructed thereon, at its sole expense, and County shall have no obligation thereafter to repair or maintain the Park except as to District improvements. City hereby waives any right it may have to have repairs made to the Park or improvements thereon at County's or District's expense. All design and construction work for park development shall comply with City regulations, including the building and safety ordinances of the City, and shall be conducted pursuant to City management and control.

15. City shall provide and pay for all utilities to the Park following the execution of this Agreement, including, but not limited to, water, electricity and gas services.

16. City agrees to indemnify, defend, and hold harmless County and District, their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits which arise from the alleged negligent acts or omissions of City with respect to the construction, use, operation, or maintenance of the Park and improvements under the management and control of the City. These obligations survive the termination of this Agreement.

17. District agrees to indemnify, defend, and hold harmless City and County, their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits which arise from the alleged negligent acts or omissions of District arising from its construction, use, operation, or maintenance of the flood control works and other improvement constructed by District within the easements acquired by District as described in 1978 Acquisition Agreement and Exhibit B to that Agreement. These obligations survive the termination of this Agreement.

18. During the term of this Agreement and including the period of construction, City shall require its contractor(s) to provide a program of commercial insurance providing property damage, third-party liability, and worker's compensation to meet the requirements of this Agreement and the negotiated construction agreements.

19. City's contractor(s) shall name the County and District as an additional insured and shall endorse policies that such insurance shall be primary to and not contributing with

any other insurance maintained by the City. Certificates or other evidence of coverage shall be delivered to all parties prior to construction, shall specifically identify this Agreement, and shall contain the express condition that City, County and District are to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

20. City shall require its respective contractors to procure and maintain the required insurance and shall provide in the appropriate contract documents that failure to procure and maintain such insurance shall constitute a material breach of contract by such contractor.

21. In the event of destruction or damage to the improvements by fire or earthquake or other casualty or event so that they become wholly or partly unusable, City may rebuild and repair the improvements it developed so that they shall be restored to use in City's sole discretion, in which case this Agreement shall remain in full force and effect.

22. City covenants for itself, its successors and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons, on the basis of race, creed, color, national origin, sex, sexual orientation, age or handicap, in the use or occupancy of the Park.

23. City and County acknowledge that this is a cooperative agreement intended to benefit the public and the Park and required as a condition of legislation transferring the Park from the State to City. City and County agree to designate representatives to meet, as necessary, to ensure a cooperative resolution of any issues arising out of this Agreement. These representatives may establish any further dispute resolution procedure

acceptable to both parties. Notwithstanding the foregoing, each party reserves any remedy in law or equity for unresolved disputes arising out of this Agreement. Nothing in this Agreement affects separate remedies of parties to any separate agreements, including but not limited to, any Open Space District grant agreement affecting the Park or the 1978 Acquisition Agreement.

24. Wherever provision is made for the giving of written notice, such notice shall be deemed to have been received if it has been sent by first-class mail, postage prepaid and addressed as follows:

To City:	City of Los Angeles General Manager Department of Recreation and Parks Room 1300, City Hall East 200 North Main Street Los Angeles, California 90012
To County or Open Space District:	County of Los Angeles Director of Parks and Recreation 433 South Vermont Avenue Los Angeles, California 90020-1975
To District:	Chief District Engineer - Los Angeles County Flood Control District County of Los Angeles Department of Public Works 900 South Fremont Avenue Alhambra, California 91803

25. This writing contains the entire agreement of the parties with respect to the Park. Any modification or amendment hereto must be in writing signed by the parties. The parties agree to execute such other documents as are required to effectuate the terms of this Agreement.

26. Pursuant to Government Code Section 14673.8, the parties agree that this Agreement supersedes the March 21, 1978 "Operating Agreement Pan Pacific Project". The parties further agree that this Agreement does not supersede the March 21, 1978 "Acquisition Agreement" for the Park. County hereby assigns and City also accepts the assignment from County of the May 21, 1988 "Donation Agreement" relating to the Holocaust Monument attached as Exhibit B. Upon the execution of this Agreement, County will transfer to City any plans and specifications or other documents in its files relating to the Holocaust Monument.

27. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

28. If any provision of this Agreement or the application hereof to any person or circumstances is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

29. In the event of a conflict between the 1978 Acquisition Agreement dated March 21, 1978 and this Agreement with respect to the rights and obligations of County, then the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

CITY OF LOS ANGELES, BOARD OF RECREATION AND PARK COMMISSIONER

By *Alan Sory*
President

APPROVED AS TO FORM

By *S L Gandolfo*
Secretary

Marjorie Hamano Currier
Marjorie Hamano Currier
Deputy City Attorney
7/15/99

COUNTY OF LOS ANGELES, LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By *Gloria Molina*
Chairman of the Board of Supervisors,
Los Angeles County Regional Park
and Open Space District, and the
Los Angeles County Flood Control
District

APPROVED AS TO FORM
LLOYD W. PELLMAN
County Counsel

BY *Lloyd W. Pellman*
Deputy

Attest

VIOLET VARONA-LUKENS
Executive Officer, Clerk of
the Board of Supervisors



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

FEB 18 2000

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

By *Sybil G. Delalobos* Deputy

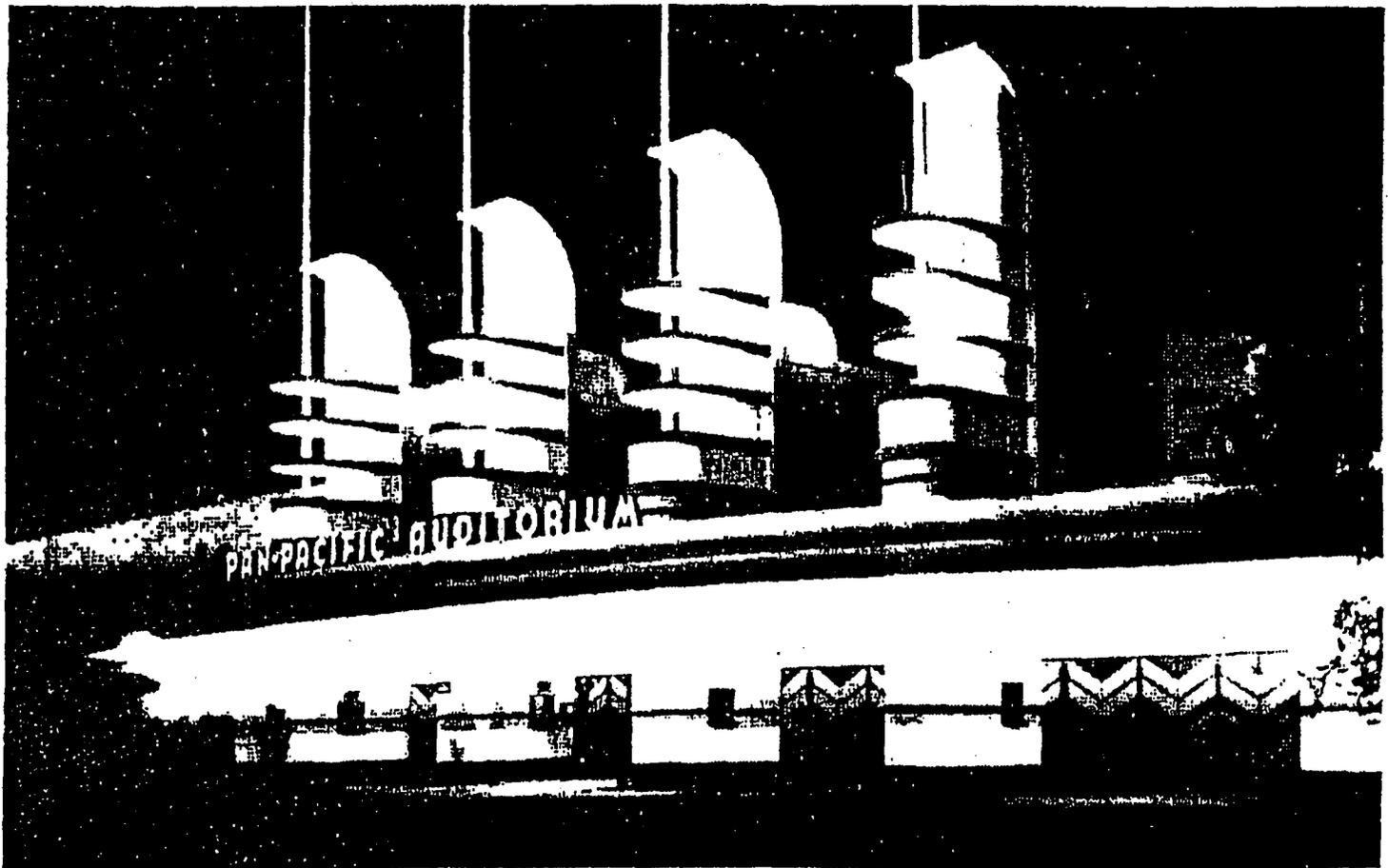
ATTACHMENT

- A. PAN PACIFIC PARK AUDITORIUM SITE DEVELOPMENT PLAN
(1992)
- B. DONATION AGREEMENT FOR HOLOCAUST MONUMENT
(May 21, 1988)

9/PAN.AGR

EXHIBIT "A"

Pan Pacific Park Auditorium Site Development Plan



June 8, 1992

**State of California Department of Parks and Recreation
County of Los Angeles Department of Parks and Recreation**

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SUMMARY

A Development Plan showing facilities to be included was presented at an April 1, 1992 public meeting. The list of facilities included on the plan was compiled through the public involvement process. Following are the facilities that were accommodated on the Development Plan:

1. Senior Center
2. Community Building with potential youth theatre
3. Museum with reconstruction of the facade
4. Tennis Courts (4)
5. Landscaping with open multi-purpose free play area
6. Parking
7. Removal of First Street entrance and parking lot

The following comments were received from the audience:

1. Strong support for the Senior Center.
2. Support for open space with trees.
3. Opposed the Museum.
4. Combine community center and museum in one building possibly incorporating reconstruction of the Pan Pacific Auditorium facade.
5. Additional parking near the library and the West Wilshire Recreation Center.
6. California Youth Theatre group expressed concern that they were not shown on the plan. They may be accommodated in the community building.
7. Suggestion was made to do interim grading and greening prior to development.
8. Soccer group expressed concern that area for soccer was precluded by label on plan of the open area as passive area. Area on plan will be changed to read "Free Play Area."

This Development Plan will be submitted to the California Department of Parks and Recreation for Permissive Approval.

INTRODUCTION

Purpose

The purpose of this Development Plan is to present to the California Department of Parks and Recreation the development intentions for the undeveloped north end of Pan Pacific Park and to acquire their Permissive Approval to proceed with development. The destruction of the Pan Pacific Auditorium by the May 24, 1989 fire has negated the State-approved Development Plan prepared by Gruen and Associates in 1983. Any new development requires review and approval by the California Department of Parks and Recreation.

State Use Guidelines

Pan Pacific has been exempted from classification by Public Resources Code Section 5007.1. Therefore, there are fewer guidelines directing uses consistent with State Park philosophy. However, the following general guidelines do apply:

1. State park lands are generally acquired for the use and enjoyment of the people of California. The land should be dedicated to the general public's use and enjoyment and must be protected against exploitation. The multiple recreational opportunities should not be designed to meet purely local needs. All recreational use should be consistent with public safety and the Public Resources Code.
2. In the planning of improvements on State park lands, consideration must be given to compatibility of design with surrounding scenic and environmental characteristics. Commercial exploitation must be avoided. Such improvements should serve a broader base than the immediate neighborhood. Improvements to provide for urban or indoor formalized recreational activities, such as a basketball gym, should not be undertaken.
3. Facilities of the State park system, whether operated directly by the Department, or by agreement with other jurisdictions, or by a concessionaire, must be open to all without discrimination based on sex, age, national origin, etc.

Acquisition and Operating Agreement

In August 1979 the park site acquisition and the Operating Agreement were completed. The site was acquired from the E.L. Cord estate, pursuant to an acquisition agreement executed between the State of California, County of Los Angeles, City of Los Angeles, and Los Angeles County Flood Control District. Title to the property was vested in the State of California. Los Angeles County and the State of California executed a 50 year-operating agreement, with the State holding the land in its name and agreeing that the County would be responsible for operation and development.

State Park Requirement Exemption

In 1979 the California Legislature moved with AB 594 to exempt Pan Pacific Park from being a classified unit of the State park system. In an area with an acute need for ballfields, running tracks, and the improvements of a regional park, the classification of the open space oriented State park system was limiting and did not apply. The law allowed the active recreation envisioned by the local people. Contouring for the flood control basin, landscaping, and construction of the ballfields, running, and jogging paths were completed. The law had also exempted Pan Pacific Park from a General Plan requirement, and only the approval of construction plans by the Director of the California Department of Parks and Recreation was required for the work to proceed.

Contents of the Development Plan

Due to AB 594, there is no General Plan requirement for Pan Pacific Park. The park development and recreational improvements will be approved by the Director of the California Department of Parks and Recreation, who has the authority to approve this Development Plan in accordance with AB 594 of 1979. This Development Plan addresses only the facilities to be established within the 2.5 acres which was occupied by the Pan Pacific Auditorium and the 3.5 acres of parking and landscaping which surround it.

Concession Element

In September 1982, the State Legislature passed and the Governor signed SB 1632. It mandated that each General Plan for a State park have a "Concession Element," and that projects in excess of \$100,000 be reviewed by the State Parks Commission for conformance with that plan. In addition, it introduced legislative approvals for concessions. Subsequently,

AB 1832 was passed, reiterating the exemption of Pan Pacific from General Plan requirements, and making approvals for development the province of the Director of the California Department of Parks and Recreation. As Pan Pacific has no General Plan, it is not possible to implement SB 1632. The State Parks Commission will instead review this.

This Development Plan includes a "Concession Element" to serve as a statement of intent for a proposed concession. Its approval by the Director will enable implementation by means of a concessions agreement between the County of Los Angeles and a private sector developer.

PROJECT DESCRIPTION

Pan Pacific Park

Pan Pacific Park is 28 acres in size, of which approximately 22 acres are developed. It is located in the Wilshire District of Los Angeles, which is a mature, densely developed residential and commercial neighborhood. The site is east of Fairfax Avenue, bounded on the north by Beverly Boulevard and on the south by Third Street. The proposed extension of Stanley Avenue borders the site on the west. The eastern property line parallels Gardner Street, with its single family homes, public library, and the Los Angeles City Recreation and Parks-run West Wilshire Recreation Center. The park receives very heavy use. The recreational program is tailored to the users: seniors from the immediate neighborhood and the more active young people from a five-mile radius. The park has been developed to accommodate both the active sports needs and passive open space. Existing development of the basin area includes landscape/irrigation, running and walking paths, benches, exercise course, children's play area, shade structures, picnic areas, parking, security lighting, ballfield with lighting for night use, and an amphitheater. A holocaust monument was recently constructed at the north slope of the basin adjacent to the post office.

Senior Center

The senior center facility located at the West Wilshire Recreation Center can no longer meet the needs of the large senior citizen population. The use of the shared facility is inadequate for use as a senior center due to the large number of senior participants at the facility. Construction of a senior center at Pan Pacific Park was supported by nearly all citizens and groups participating in the public hearings conducted by the County.

Community Building

This facility will be the center of activity within the community. The West Wilshire Recreation Center located on Los Angeles City property does not adequately serve this need. This building could include, but not be limited to, meeting rooms, activity rooms, area for theater groups, park office, kitchen, and rest rooms.

Museum and Reconstruction of the West Facade

This will help the public better understand the importance of the Auditorium's role in local and architectural history, and underscore the optimism of its design. The pertinent themes of the Pan Pacific: the phenomenon of streamlining, the history and importance of expositions and fairs, and the growth of Los Angeles as a 20th century city, will be explored. The experience of Pan Pacific Auditorium will be shared by many people.

Tennis Courts

This facility will provide an area for supporters of these activities. Up to four courts could be constructed.

Landscaping with Free Play Area

Landscaping and irrigation with an open multi-purpose free play area to include turf, trees, and hardscape.

Parking

Adequate parking to support the facilities proposed.

First Street Parking

Vehicular access and existing parking will be removed due to noise, vandalism, security, and undesirable activities that have been a problem to the adjacent homeowners.

Flood Control

The park site made possible an important component of a major flood control project serving the cities of Los Angeles and Beverly Hills. To alleviate localized and hazardous flooding, a retention basin has been created between the former auditorium site and Third Street, diverting the runoff that exceeds the downstream system capacity, holding it until the primary storm drains are clean, and then discharging the retained water once the runoff flow peak has passed. The participation of the Flood Control District in the acquisition of the park land furthered the cause of open space in the area. The joint use of the contoured and landscaped basin for flood control and recreation has created a valued and multifunctional amenity serving and protecting the people of Los Angeles.

Public Involvement

The County of Los Angeles Department of Parks and Recreation held a series of three public meetings at the West Wilshire Recreation Center. These three meetings represent the County's three-step process used for all park planning projects.

1. First Meeting - A "Don't Want" and a "Do Want" list is compiled through input of the public. The County does not debate anything that the public wants or does not want. It is suggested that they not limit themselves by costs, staffing or any other concerns.
2. Second Meeting - Community to debate and prioritize what facilities they would like to see, based on the lists from the first meeting. A facilities consensus list is compiled at this meeting.
3. Third and Final Meeting - County prepares a Development Plan based on the consensus list of the previous meeting. A sign up of those interested in serving on the Citizens Advisory Committee is taken. The role of the Advisory Committee would be to function as a liaison between the community and the County Department of Parks and Recreation during the planning and construction of the park. This plan will be part of the Development Plan that will be sent to the State for permissive approval by the Director of the California Department of Parks and Recreation.

Notification for these meetings were made through mailed flyers, announcements to homeowner's associations, library mailings, past interested patrons list, homes adjacent to the park, news releases, and notices mailed to everyone who had attended previous meetings.

RESOURCE ELEMENT

#18 Mil.
City Res.

#12 Museum
Mus. of Nat Hist.

Significance

The Pan Pacific Auditorium was a landmark of significance not only to local history, but to the architectural heritage of the nation. Exhaustive research had shown it to be the only example of a streamlined moderne exhibition building from the Depression 30's known to exist in the United States. Thus the primary resources of this portion of the Pan Pacific Park were historical. The west facade was listed as a City of Los Angeles Cultural Heritage Monument. The fire of May 24, 1989 destroyed the Auditorium to such an extent that it was removed from the National Register of Historic Places.

Resource Management Policies

In 1980, the County conducted an Investigation and Feasibility Study, including an Historic Structures Report by Raymond Girvigian, FAIA. This extensive historical research documented the value of the Pan Pacific Auditorium and its detailed architectural information such as materials, methods and remodeling history. This report preceded the fires and vandalism of recent years. Although the reconstruction of the auditorium is not an option as a result of the 1989 fire, this information will be of value in the reconstruction of the west facade.

In addition to the above study, in April 1992, the County documented the burnt facade prior to its demolition. Documentation was coordinated with the State Historical Building Safety Board. Typical elements were saved to assist in accurate historical replacement. The facade was videotaped, measurements were taken, and samples of masonry, woodwork, electrical and mechanical elements, etc. were preserved. These artifacts are cataloged and stored with the County Museum of Natural History.

Funding

Funding for the various components of this plan could come from various sources and not be transferable or used on facilities other than for the purpose funded.

LAND USE AND FACILITIES ELEMENT

The 28 acres of land have been programmed to meet both the passive and the active recreational needs of area residents. The dual use of the gently contoured park lands for a flood control retention basin has extended the park's value and service to the community.

Recreation

Recreation improvements were designed for the large number of senior citizens in the immediate neighborhood and the growing number of children within a five-mile radius.

1. Existing Active Recreation: Walking and jogging, exercise course, night lighted multi-purpose field, children's play area; and at the adjoining West Wilshire Recreation Center - a swimming pool, children's play area, ball diamond, gymnasium, and senior room.
2. Existing Passive Recreation: Walking paths, shade structures, picnic areas, and landscaped areas.
3. Proposed Active Recreation: Senior center, community building, free play area, tennis courts, youth theatre, and parking.
4. Proposed Passive Recreation: Museum, landscaped areas, and seniors areas.

Site Circulation and Parking

Parking for 78 cars is currently provided in the temporary paved lot south of the former auditorium site off of First Street. This lot is open on a limited basis due to annoyance caused to the adjacent homes. Additional temporary gravel parking is provided to serve the park off of Beverly Boulevard, and parallel parking is available on Stanley Avenue. Approximately 250 spaces, or as many as codes require, will be provided. This amount is considerably less than that called for in the Auditorium's State-approved Adaptive Use Development Plan.

The 1983 Adaptive Use Development Plan indicated access to the parking areas from Beverly Boulevard to the north and from First Street to the west. Under this revised Development Plan access will only be provided from Beverly Boulevard. Vehicular access from First Street will be eliminated because of the noise, vandalism, and security problems it has created for the adjacent homeowners.

Reconstruction of the West Facade

It is intended that the West Facade would propose to be constructed as part of the museum from museum funding sources. The purpose of reconstruction is to provide an appropriate entrance to the park as well as providing an example of streamlined moderne architecture. Mr. Raymond Girvigian's thorough historic documentation and files and plans from Gruen Associates makes reconstruction readily achievable.

OPERATIONS ELEMENT

At the time of the acquisition of the lands for Pan Pacific Park, both the Operating Agreement and Acquisition Agreement clearly set forth the responsibilities for the development and operation of the park. The County of Los Angeles is the lead agency, and through its Department of Parks and Recreation is charged with management and control, as well as all park development, construction, maintenance, and concessions. The role of the County does not preclude the City or State from contributing monies for park development or maintenance beyond their acquisition share.

Flood Control

The Los Angeles County Flood Control District is responsible for the operation and maintenance of its flood control structures, storm drains, and appurtenant structures, and shall bear all costs of said activities, provided, however, that the responsibility for and the cost of replacing park landscaping, equipment, or other park improvements damaged by inundation of the easement or permit area pursuant to the District's rights under said easements and permits shall not be borne by the District (Acquisition Agreement, #19). The area of the proposed development is located out of the flood control basin area of the park.

Fire and Police Protection

The Los Angeles Police Department is responsible for police protection and law enforcement and the Los Angeles City Fire Department is responsible for fire protection and suppression, in Accordance with the Acquisition Agreement (#29).

Program and Operations

The Acquisition Agreement placed control for all operation and maintenance in the hands of the County. Staffing, program content, park hours, and park regulations are County decisions. The use and enjoyment of the park is also subject to the jurisdiction and control of the Chief Engineer of the Flood Control District, and it is anticipated that the operation of the retention basin may call for occasional special measures. The County Parks and Recreation Department will administer the park through its North Region Offices.

Maintenance

The County is charged with the maintenance of Pan Pacific Park. The Operating Agreement does not preclude the County from receiving grants from the City or State for maintenance funds. Item #5 stated that any charges, fees, or collections made by the County are "limited to the actual needs for maintenance, control, and operation and for development of said property to provide needed additional public facilities." As mentioned previously, replacement of park improvements after flooding will not be paid for by the Flood Control District; therefore, that replacement will become a maintained cost. The County is also prohibited from "commercialization for profit".

Development

In conformance with both the Acquisition and Operating Agreements the County has undertaken all responsibility for development, including providing environmental review, park planning, construction documents, development administration, grant applications, and public involvement. Two subsequent pieces of legislation have been interpreted as affecting the completion of development at Pan Pacific Park:

1. AB 594 of 1979 exempted the Park from being a classified unit of the State park system. The usual General Plan requirement was waived; only a Development Plan subject to the approval of the State Director of Parks and Recreation is required.
2. SB 1632 of 1982 reinforced the role of the State Parks Commission in reviewing concessions over \$100,000 in State parks, as well as increased involvement by the legislature. AB 1832 in the same month reiterated AB 594, exempting Pan Pacific from classification and giving the Director full authority for approval of development.

The uniqueness of Pan Pacific as an unclassified unit of the State park system calls into question the applicability of SB 1632 to development at Pan Pacific Park.

CONCESSION ELEMENT

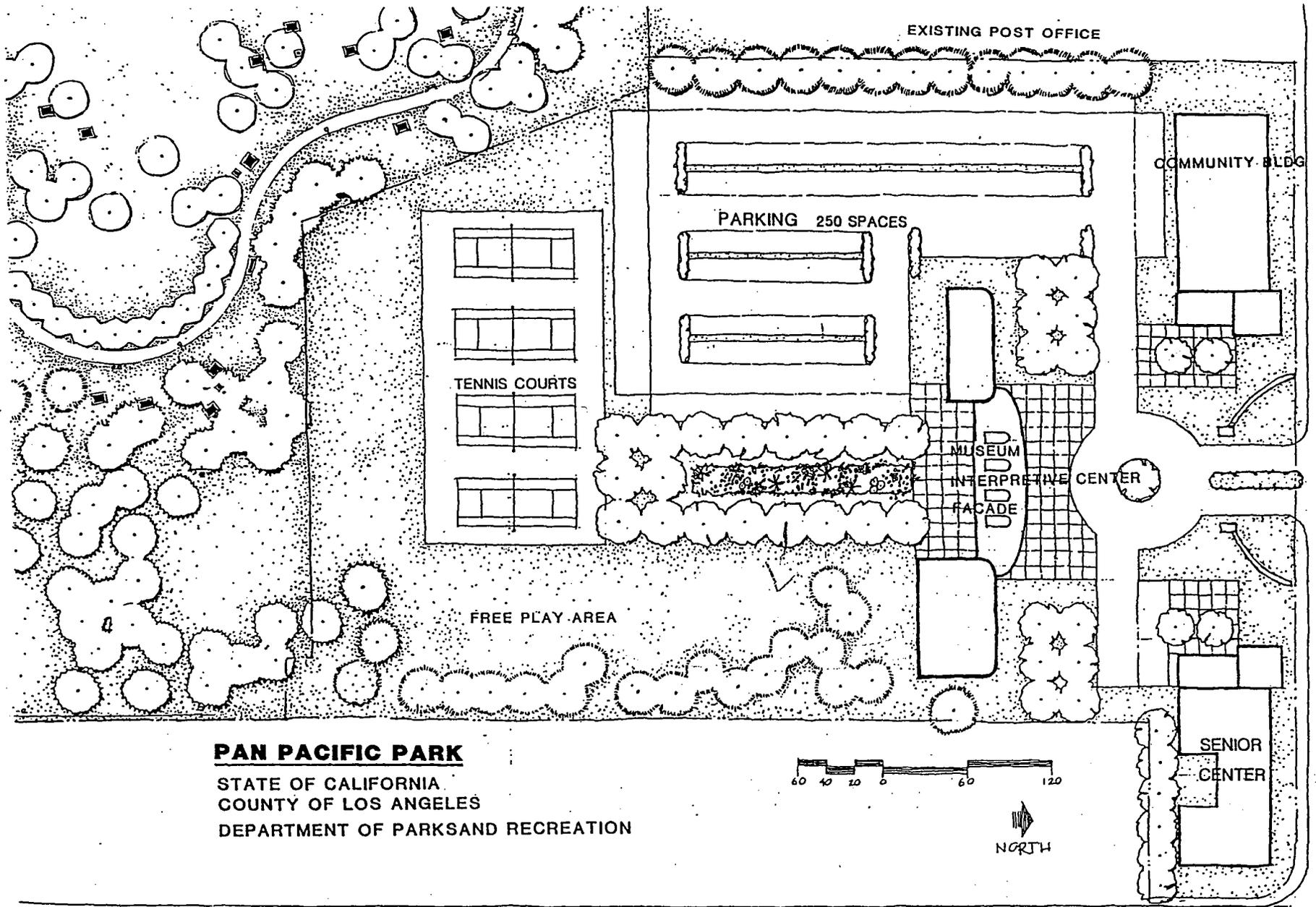
The County has been made responsible under the Pan Pacific Operating Agreement for all necessary expenditures at the park, which includes implementation of the Development Plan. Concessions revenues are one means for the County to augment its parks' budget, enabling a level of programs and maintenance that might otherwise not be available. The costs of construction, operation, and maintenance of any concession areas may be made available from the private sector through the concessions contract. Revenue generated by a concessions contract is committed under the Operating Agreement to be used solely at Pan Pacific Park. The use of concessions income to offset costs for required park maintenance and programs is a customary funding method by both the State and County. The bidding and selection process for concessions at State parks has specific requirements.

Legal Requirements

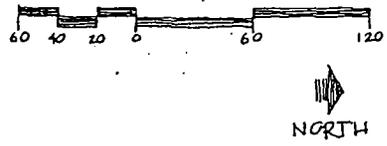
When the Pan Pacific lands were initially acquired, the possibility of concessions revenue was specifically addressed by all parties, and the agreement was as follows:

"Any charges, fees, or collections made by the County for services, benefits, or accommodations to the general public shall be limited to actual needs for maintenance, control and operation and for development..." (Operating Agreement, March 23, 1978, Item #5)

The intended result of this item was twofold: to insure that any revenues generated by the Pan Pacific were used only for its maintenance and development and to discourage commercialization for profit, such as the use of parklands for amusements unrelated to serving the public and pursued solely for excess income.



PAN PACIFIC PARK
 STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES
 DEPARTMENT OF PARKS AND RECREATION



GARDNER STREET

BEVERLY BLVD.

EXHIBIT "B"

DONATION AGREEMENT

This Agreement is entered into this 26th day of January 1988, by and between the COUNTY OF LOS ANGELES ("COUNTY"), a body corporate and politic and American Congress of Jews from Poland and Survivors of Concentration Camps ("CONGRESS"), a non-profit corporation organized under the laws of the State of California.

RECITALS

WHEREAS, COUNTY operates park property known as Pan Pacific Park, a unit of the State Park System, located in the City of Los Angeles; and

WHEREAS, CONGRESS wants to design and construct a monument at Pan Pacific Park in memory of the six million Jews who perished in the Nazi Holocaust, as well as provide schematic working drawings and fund a working budget for the monument proposed at that park; and

WHEREAS, CONGRESS wants to donate to COUNTY said monument improvements and said working drawings; and

DONATION AGREEMENT

WHEREAS, the monument shall include landscaping and appurtenant utilities, including a commemorative wall for contributors as designated by CONGRESS;

WHEREAS, COUNTY and State of California are willing to provide certain State-owned land at Pan Pacific Park for said purposes; and

WHEREAS, COUNTY is authorized to accept a gift of such construction and planning documents and working budget funds pursuant to Section 25355 of the Government Code; and

WHEREAS, CONGRESS is willing to raise and expend funds for the construction and maintenance of said monument and to provide a trust fund for that purpose.

NOW, THEREFORE, IT IS AGREED:

1. CONGRESS shall exert its best efforts to raise the funds and construct upon the grounds of Pan Pacific Park, on a plot south of the Post Office now located thereon west of the Pan Pacific Auditorium, the monument as well as provide schematic working drawings and a trust fund for extraordinary repairs to the monument after construction. The amount of the Trust Fund shall be \$50,000. Said project shall be started and completed diligently in accordance with The Schedule of Work attached hereto as Exhibit A and incorporated herein.

DONATION AGREEMENT

2. CONGRESS shall not commence construction of the monument until the Director, has reviewed and verified that CONGRESS has established and will maintain a special account into which sufficient funds have been deposited to cover the cost of completing and maintaining the project or that CONGRESS has obtained the necessary written commitments to be combined with the special funds available in amounts necessary to complete and maintain the project. If CONGRESS is not able to commit and verify the funds necessary to complete and maintain the monument within a five (5) year period from the date of this Agreement, the obligation to proceed with the project will terminate and this Agreement will be null and void.

3. The location of the monument, its design, including any text and appurtenant features, and the plans and specifications for all construction of the monument at Pan Pacific Park including any donor wall, dedication plaque, or ground breaking, or dedication ceremonies shall be subject to the approval of the Director, Department of Parks and Recreation ("Director"), who shall consult with the State as he deems necessary. In all other respects CONGRESS shall have full control of the planning and construction of the monument, including the selection of an architect and general contractor. No changes shall be made to the plans and specifications or in the construction pursuant thereto without the prior written approval of the Director.

4. CONGRESS shall cause to be prepared plans, specifications and general conditions for the construction of the monument at the park and will submit such plans to Director.

DONATION AGREEMENT

5. CONGRESS shall select a general contractor of its choice to construct the improvements and shall cause to be submitted to County Department of Public Works, a structural plan for construction, for review and approval.
6. COUNTY officers shall provide to CONGRESS' architect and general contractor all necessary cooperation and assistance in connection with the preparation of plans and specifications and general conditions for the construction which plans, specifications, general conditions and construction shall be done in accordance with applicable laws and regulations.
7. Upon completion of construction, the monument and trust funds will be recommended for acceptance by the County. After acceptance of the work by the County's Board of Supervisors, the monument, drawings and trust fund for the maintenance and operation of the monument shall become COUNTY'S property as a donation from CONGRESS and the monument shall be managed, operated, maintained and regulated by COUNTY. CONGRESS recognizes that it is the intent of this Agreement that CONGRESS shall provide COUNTY with funds for the extraordinary costs of maintaining the monument. CONGRESS therefore agrees that if the trust fund for maintenance is determined to be insufficient by the Director, such fund amount shall be adjusted accordingly by contributions for extraordinary repairs. Use of the monument site shall be controlled by County policy and procedures.

DONATION AGREEMENT

8. During the period of construction, and until acceptance of the work by the County's Board of Supervisors, CONGRESS shall provide or cause its contractors or sub-contractors to furnish the following forms and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by COUNTY, and shall name the County of Los Angeles and the State of California as an additional insured, and shall include, but not be limited to:

- a. Builders' All Risk: insurance, including earthquake and flood coverage, covering the entire work against loss or damage until completion and acceptance by the COUNTY. Insurance shall be in an amount for the replacement value of the subject monument and improvements and endorsed for broad form property damage, breach of warranty, and explosions, collapse, and underground hazards. Deductibles not exceeding five percent (5%) of the construction cost and ten percent (10%) for earthquake, will be allowed.
- b. Comprehensive General Liability: insurance endorsed for Premises-Operations, Products/Completed Operations, and Contractual Liability, with a combined single limit of not less than three-million dollars (\$3,000,000) per occurrence.
- c. Comprehensive Auto Liability: endorsed for all owned and non-owned vehicles with a combined single limit of at least two-million dollars (\$2,000,000) per occurrence.

Compensation: a program of Worker's Compensation insurance in any form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all risks to CONGRESS providing services on behalf of CONGRESS and all risks to such under this Agreement.

Bond: A faithful performance bond in an amount equal to one hundred percent (100%) of the estimated construction cost contemplated in the plans and specifications, payable to the County of Santa Clara and executed by a corporate surety licensed to transact business as a surety in the faithful performance by CONGRESS of the conditions of the contract and shall be renewed to provide continuing liability in the above amount notwithstanding any recovery thereon. This bond shall remain in full force and effect for one year after the date of acceptance of the monument by CONGRESS.

DONATION AGREEMENT

- f. Labor and Material Payment Bond: A labor and material payment bond of not less than one-hundred percent (100%) of the construction contract price payable to the County of Los Angeles and executed by a corporate surety in the State of California. Such bond shall be conditioned upon satisfactory payment by CONGRESS and its Subcontractors for all labor and material used in performance of this Agreement. Such bond shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon.

At its sole option, the COUNTY may accept Certificates of Deposit, Cash Deposits, or U.S. Government Securities in lieu of commercial bonds to meet this provision. Such alternate bonds shall be made payable to the COUNTY and shall be deposited with the County's Auditor-Controller.

DONATION AGREEMENT

9. If CONGRESS is prevented or hindered from proceeding with the construction or completion of the construction of the monument after it has commenced, in part or in whole, by labor disputes, acts of God, unavoidable accidents, suits, laws, ordinances, restrictions, rules, regulations or orders of any federal, state, municipal or other government agency, including but not limited to the failure to grant land use or other permits, shortage of necessary material, equipment or labor or other matters beyond the control of CONGRESS, whether similar to the matters herein specifically enumerated or not, CONGRESS shall not be liable to COUNTY or have any other obligation to COUNTY by reason thereof. COUNTY shall look solely to the bonds for assurance of performance after the commencement of construction.

In any event, COUNTY shall not look to the members of CONGRESS individually to enforce any liability or obligation of CONGRESS to COUNTY under the terms of this Agreement.

DONATION AGREEMENT

10. All covenants and agreements hereinbefore expressed to be performed by COUNTY are made in consideration of the agreement by CONGRESS to exert its best efforts to raise the necessary funds, and thereupon to construct the monument and donate the same to the COUNTY, and all covenants and agreements hereinbefore expressed to be performed by CONGRESS are made in consideration of the agreement by COUNTY to set aside said property for said purposes; and CONGRESS shall pay for the cost and expense of operation and the extraordinary maintenance of the monument with trust fund monies to be transferred to COUNTY at the same time as the monument is. The parties will execute all of the documents and papers as may from time to time be necessary to effectuate this Agreement.
11. COUNTY retains the right to relocate or remove the monument (with the consultation of CONGRESS) if it is determined by COUNTY to be in the public interest and/or safety.
12. If any portion, section, sub-section, paragraph, subparagraph, sentence, clause or phrase of this Agreement, or the application thereof to either party or any other person or circumstance, is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement and the application of the remainder's provisions to the other party, or to any person or circumstance, shall not be affected thereby.
13. This Agreement shall be governed in accordance with California law.

DONATION AGREEMENT

IN WITNESS WHEREOF, COUNTY and CONGRESS have caused this Agreement to be signed and attested on the dates as indicated hereon.

COUNTY OF LOS ANGELES



By *Gene Rona*
Chairman, Board of Supervisors

THE AMERICAN CONGRESS OF JEWS FROM POLAND AND SURVIVORS OF CONCENTRATION CAMPS

By *[Signature]*
President

By *[Signature]*
Secretary

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 JAN 26 1988



LARRY J. MONTEILH
Executive Officer-Clerk of
The Board of Supervisors
of the County of Los Angeles

By *Letha M. Brown*
Deputy

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By *[Signature]*
Deputy

RLG:css9/ACRMTS
11/10/87

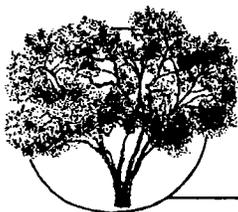
DONATION AGREEMENT

EXHIBIT "A"

VERIFICATION OF FUNDING	-----	*
SCHEMATIC SUBMITTED	-----	30 DAYS **
DESIGN DEVELOPMENT SUBMITTED	-----	60 DAYS
APPROVAL BY DIRECTOR OF PARKS AND RECREATION	-----	30 DAYS
WORKING DRAWINGS SUBMITTED	-----	60 DAYS
AWARD OF CONSTRUCTION	-----	30 DAYS
PROJECT COMPLETION	-----	180 DAYS

* NO MORE THAN 5 YEARS FROM DATE OF AGREEMENT APPROVAL BY THE COUNTY BOARD OF SUPERVISORS.

** ALL DATES HEREAFTER ARE FROM VERIFICATION OF FUNDING DATE.



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION



Rodney E. Cooper, Director

February 28, 2000

TRANSMITTAL

Ms. Sandra L. Gandolfo, Executive Assistant
Department of Recreation and Parks - City of Los Angeles
200 North Main Street, Room 1330
Los Angeles, California 90012

PAN PACIFIC PARK COOPERATIVE AGREEMENT

I am sending you the following documents via:

U.S. Mail () County Mail () Messenger ()
Hand Carried () California Overnight (x)

(1) Fully executed original of the subject agreement

For Filing () For signature () For your files (x)
Per your request (x) For your information () Response required ()

Remarks:

A copy of the subject agreement is also being delivered to Councilman Ferraro's office. If I can be of further assistance, please call me at (213) 738-2987.

James Barber
Advanced Planning Section Head
Planning Division

BOARD OF RECREATION
AND PARKS COMMISSIONERS
2000 FEB 29 AM 8:09