

APPROVED
AUG 12 2009

REPORT OF GENERAL MANAGER

NO. 09-204

DATE August 12, 2009

**BOARD OF RECREATION
and PARK COMMISSIONERS**

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PACIFIC OVERLOOK - GIFT AGREEMENT WITH THE LOS ANGELES HARBOR WATTS ECONOMIC DEVELOPMENT CORPORATION FOR THE DESIGN AND CONSTRUCTION OF PARK RELATED IMPROVEMENTS

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

[Signature]
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Gift Agreement, substantially in the form on file in the Board Office, with the Los Angeles Harbor Watts Economic Development Corporation (EDC) for the design and construction of park-related improvements to Department of Recreation and Park's (RAP) property located at Pacific Avenue and Bluff Place, commonly known as the Pacific Overlook, subject to the approval of the Mayor, City Council, and City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Gift Agreement to the Mayor in accordance with Executive Directive No. 3 for review and recommendation, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Gift Agreement upon receipt of all necessary approvals;
4. Approve the proposed development of the Pacific Overlook as described in the body of this report;
5. Approve the granting of an easement, as described in the body of this report, to the Department of Public Works (DPW), Bureau of Engineering for the purpose of widening

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Pacific Avenue and creating and maintaining of street parking to benefit the subject park property;

6. Authorize the Board President and Secretary to execute the easement documents for widening of Pacific Avenue and creating and maintaining of street parking, and,
7. Authorize staff to issue a Right-of-Entry Permit, on customary terms consistent with the Board Report and subject to approval of the City Attorney, to EDC for access to a portion of the RAP's Pacific Overlook as described in the body of this report, in order to perform the necessary work on the project.

SUMMARY:

As a gift to the City of Los Angeles, the Los Angeles Harbor Watts Economic Development Corporation (EDC) has offered to fund the design and construction of improvements to the RAP parking lot at Pacific Avenue and Bluff Place in San Pedro, commonly known as the Pacific Overlook.

The parking lot is a coastal bluff site adjacent to the Sunken City area and approximately one-quarter mile east of Point Fermin Park. The site improvements are designed to increase public safety, access and enjoyment of the coastal view site. The project also includes improvements to streets and sidewalks in the public right-of-way.

Project Description:

Attached as Exhibit A is a site plan showing the project area boundaries and the proposed construction project. Improvements consist of new fencing, redevelopment of the existing parking lot as a plaza/overlook with a new impervious surface to eliminate subsidence and erosion; retrofitting of the existing storm water drain inlets with trash capture screens; new on-street parallel and slant parking and new sidewalks; reconfiguration of the Pacific Avenue cul-de-sac to conform to safety code by providing adequate turning radius for fire trucks; and, relocating and upgrading of street lighting; as well as placement of directional and safety signage.

It should be noted that due to the configuration of the site, some of the street improvements and sidewalks will be built on park property necessitating the need to grant the DPW an easement. The DPW will be the responsible agency for maintenance of the widened street and sidewalk when the project is completed. The legal description for the easement is attached as Exhibit B.

The total estimated value of the gift is \$750,000 including studies, design, materials and construction. This value includes a line item cost of \$600,000 with \$150,000 for contingencies. The EDC has access to an additional \$250,000 in grant funds should it be needed. The City shall bear no

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cost in the completion of this improvement.

Funding for Gift:

The project is funded by a grant from the State of California Coastal Conservancy through the local project sponsor Los Angeles Harbor Watts EDC. The EDC is a 501(c)(3) non-profit community benefit organization located in San Pedro. The local sponsor EDC has received grant funds from the Conservancy for coastal access projects and to establish segments of the California Coastal Trail in San Pedro and Wilmington.

The State Coastal Conservancy has indicated that the grant funds are available to complete the Pacific Overlook project. These grant funds shall cover the entire project at no cost to the City. Conditions attached to these state grant funds have been incorporated into the Gift Agreement, as Exhibit C.

The proposed Gift Agreement includes provisions that state all costs for the design and construction of the project will be provided by the Los Angeles Harbor Watts EDC through a State of California Coastal Conservancy Grant. All the work will be done by the EDC and a completed park will be given to the Department. The City's commitment through the Department is to provide the land for the improvements and to maintain subject improvements for a minimum of 35 years.

The design of the proposed project has been developed by architects and engineers working closely with local community groups, residents and individuals. The design has been reviewed and approved by staff from the RAP's Planning and Construction Division.

As the site is located on a coastal bluff and is adjacent to the Sunken City landslide area, designs have been based on the findings and results of geotechnical survey work completed by a qualified independent firm and reviewed by City of Los Angeles Geotechnical staff.

The project site is in the Coastal Zone therefore, a Coastal Development permit will be required along with a B Permit from the City's Bureau of Engineering.

After receiving the necessary permits, the EDC will be responsible for completing the construction documents, soliciting bids, selecting a contractor and monitoring construction.

Department staff, within their capacity, shall assist the EDC and contractors in obtaining the necessary permits, authorizations and consents, as well as right of entry to the project location to perform necessary work, and will oversee the construction process. It is estimated that construction will start January 2010 and be completed by April 2010.

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Environmental:

Staff has determined that this project will consist of an Agreement between the RAP and Donor for the design and construction of improvements to an existing RAP parking lot and street widening improvement to create street parking. Therefore the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1a(3)(4)(12) and Article III Section 1a(15)(20) of the City CEQA Guidelines.

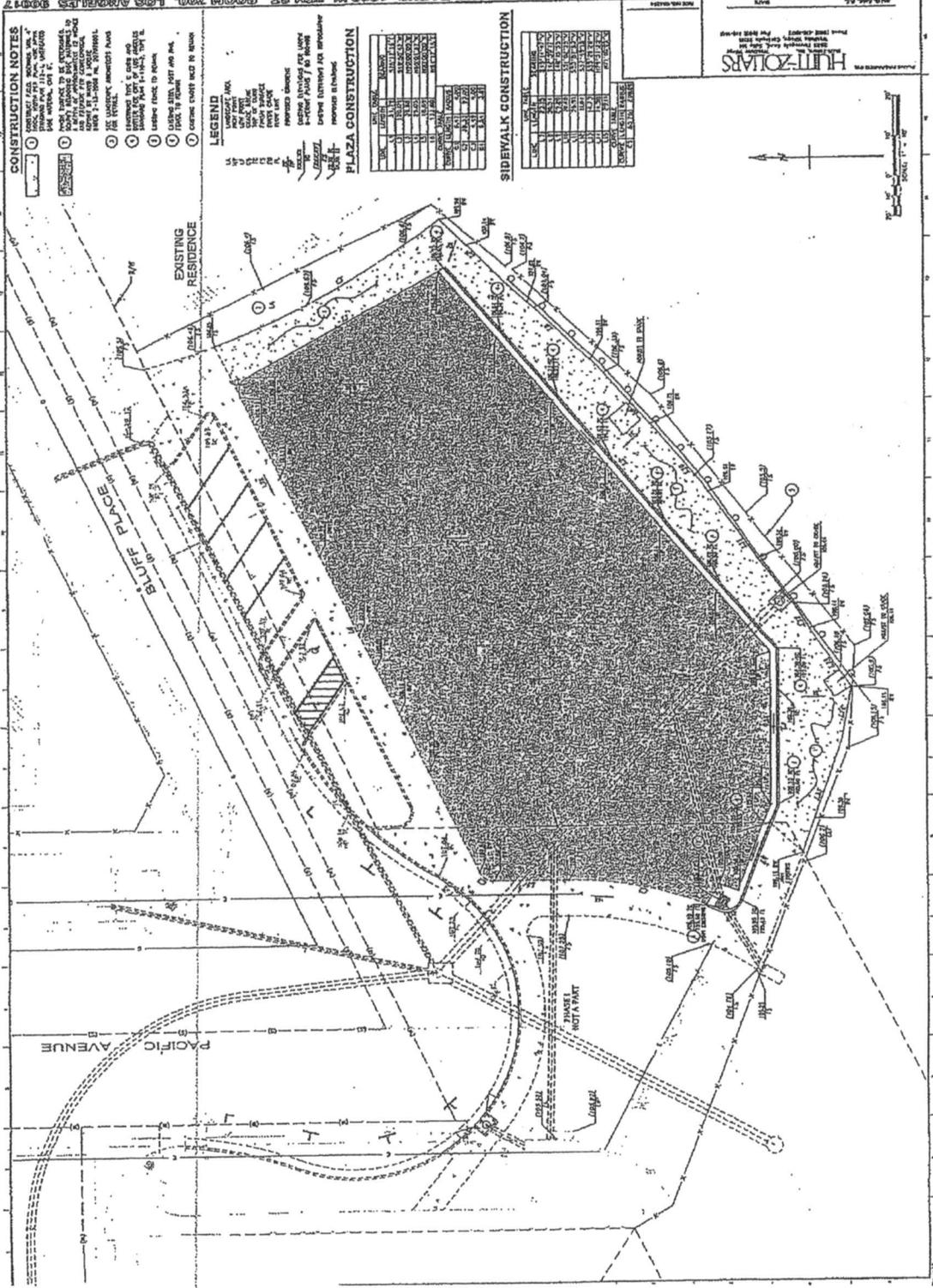
A Notice of Exemption for the project was filed with the City Clerk on June 17, 2009 and with the Los Angeles County Clerk on June 18, 2009.

The Coastal San Pedro Neighborhood Council, the Assistant General Manager of Operations, Superintendent of the Pacific Region, Council District 15 and the Office of Mayor Villariagosa all support the recommendations contained in this report.

FISCAL IMPACT STATEMENT:

This design and development of the project will not have any impact on the RAP's General Fund, as the costs of the Pacific Overlook design and construction will be funded entirely by the EDC thru the State of California Coastal Conservancy Grant. Maintenance and operations costs for the subject park will be included as part of the RAP's normal budget process.

This report was prepared by Cid Macaraeg, Senior Management Analyst II of the Department's Real Estate and Asset Management Section, Planning and Construction Division.



CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPECIFICATIONS FOR GRADEWORK.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPECIFICATIONS FOR DRAINAGE.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPECIFICATIONS FOR SIDEWALKS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPECIFICATIONS FOR PLAZAS.

LEGEND

- 1. EXISTING GRADE
- 2. PROPOSED GRADE
- 3. PROPOSED SIDEWALK
- 4. PROPOSED PLAZA
- 5. PROPOSED DRAINAGE
- 6. PROPOSED CONTOUR
- 7. PROPOSED ELEVATION
- 8. PROPOSED DISTANCE
- 9. PROPOSED AREA
- 10. PROPOSED PERCENT

FLAZA CONSTRUCTION

CONCRETE SLAB ON GRADE
 4" MIN. THICK
 1" MIN. SAND FILL
 2" MIN. ASPHALT
 1" MIN. SAND FILL
 2" MIN. ASPHALT
 1" MIN. SAND FILL
 2" MIN. ASPHALT

SIDEWALK CONSTRUCTION

CONCRETE SLAB ON GRADE
 4" MIN. THICK
 1" MIN. SAND FILL
 2" MIN. ASPHALT
 1" MIN. SAND FILL
 2" MIN. ASPHALT
 1" MIN. SAND FILL
 2" MIN. ASPHALT

NO.	DESCRIPTION	AMOUNT	UNIT
1	CONCRETE SLAB ON GRADE	10,000	SQ. YD.
2	1" SAND FILL	20,000	CY.
3	2" ASPHALT	10,000	SQ. YD.
4	1" SAND FILL	20,000	CY.
5	2" ASPHALT	10,000	SQ. YD.
6	1" SAND FILL	20,000	CY.
7	2" ASPHALT	10,000	SQ. YD.
8	1" SAND FILL	20,000	CY.
9	2" ASPHALT	10,000	SQ. YD.
10	1" SAND FILL	20,000	CY.

HUNT-ZOLLARS

1000 BROADWAY
 SAN FRANCISCO, CALIF.

Exhibit B

LEGAL DESCRIPTION

A portion of Tract No. 432, in the City of Los Angeles, County of Los Angeles, State of California herein described as follows:

That strip of land 18.00 feet wide, being a portion of Block P along with a portion of Lots 11 and 12 of Block G, Tract No. 432, recorded in Map Book 14, Page 160 filed in the office of the County Recorder of said County, more particularly described as follows: Beginning at the Northeasterly corner of Lot 11 of said Block G, thence Southeasterly along the Northeasterly line of said Lot 11 18.00 feet to a point in a line parallel with and 38.00 feet Southeasterly of the centerline of Bluff Place, 40.00 feet wide, thence along said parallel line Southwesterly 143.57 feet, more or less, to the Easterly line of said Lot 12, thence North along the Easterly line of said Lot 12, and its prolongation, 19.99 feet, more or less, to the Southeasterly right of way of said Bluff Place, thence Northeasterly along said right of way, 134.88 feet, more or less, to the Point of Beginning.

Containing 2,506 square feet, more or less.

AIN 7467-025-900 (Por.)

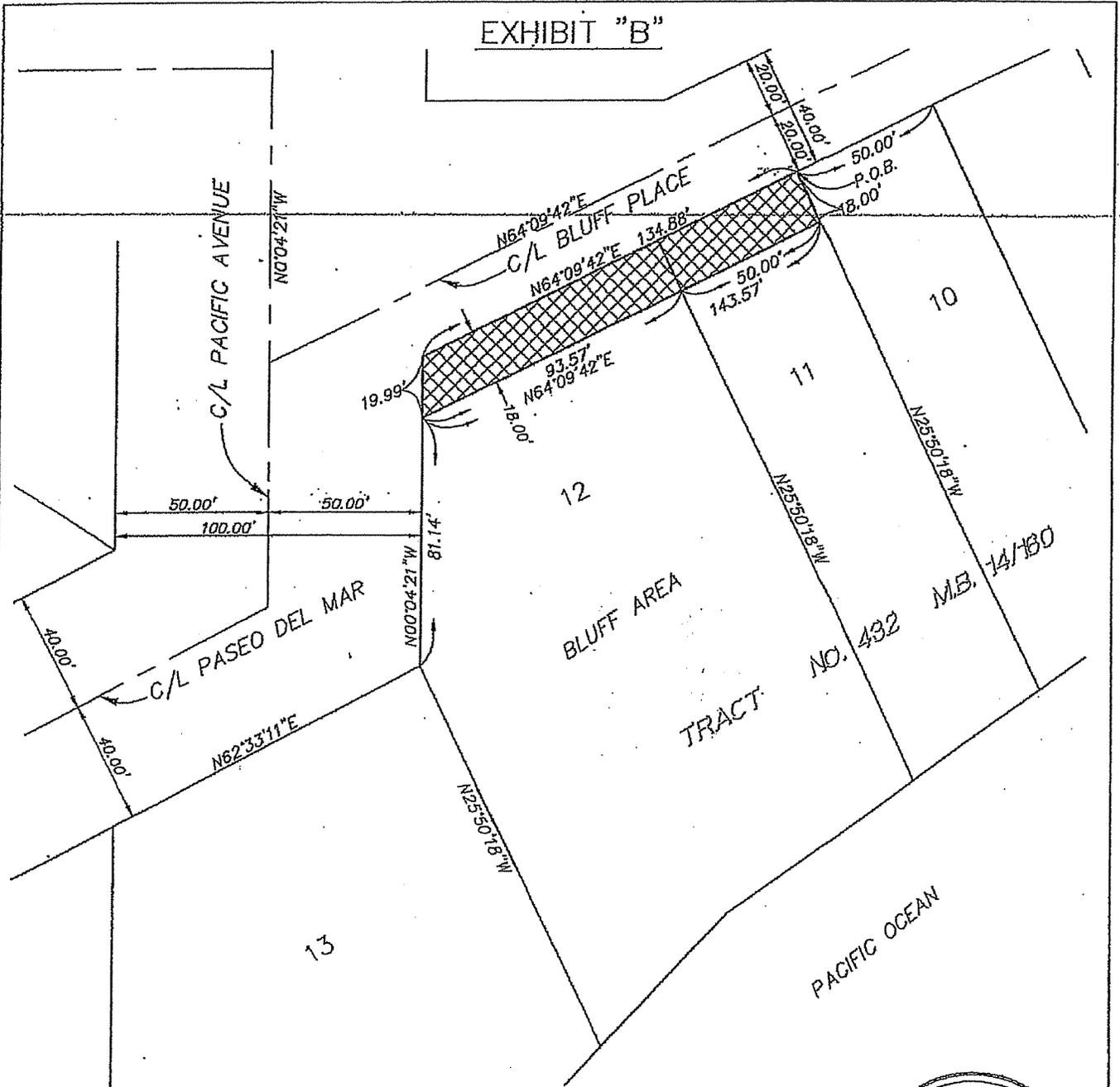


Joseph L. Hobbs

Date: July 2, 2009

Joseph L. Hobbs, P.L.S. 4219
Expiration June 30, 2010

EXHIBIT "B"



A PORTION OF TRACT No. 432 IN
THE CITY OF LOS ANGELES, CALIFORNIA

EASEMENT AREA: 2,506 Square Feet More or Less

 EASEMENT



NOT TO SCALE

GRANT OF EASEMENT PLAT

HUITT-ZOLIARS
Huitt-Zollors, Inc. Westlake Village
2535 Townsgate Road, Suite 101, Westlake Village, CA 91361
Phone: (805) 418-1802 · Fax: (805) 418-1819 huitt-zollors.com

Joseph L. Hobbs DATE: 7/2/2009

EASEMENT FOR PARKING/SIDEWALK PURPOSES
OVERLOOK PARK
AIN: 7467-025-900 (POR)
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES

GIFT AGREEMENT

BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES HARBOR
WATTS ECONOMIC DEVELOPMENT CORPORATION FOR IMPROVEMENTS AT
THE PACIFIC OVERLOOK LOCATED AT BLUFF PLACE AND PACIFIC AVENUE IN
SAN PEDRO

THIS GIFT AGREEMENT (AGREEMENT) is entered into this ____ day of _____, 2009, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners ("CITY") and the Los Angeles Harbor Watts Economic Development Corporation, a California non-profit organization ("EDC"), for improvements to CITY property at the Pacific Overlook, located at Bluff Place and Pacific Avenue in San Pedro. The EDC may be referred to as DONOR. CITY and EDC may be referred to collectively as PARTIES.

WHEREAS, EDC is a non-profit corporation whose mission includes public improvements which enhance coastal access and public enjoyment of the San Pedro and Wilmington waterfront, including construction of segments of the California Coastal Trail; and,

WHEREAS, EDC has received grant funding from the State of California Coastal Conservancy for the planning and construction of coastal linkage parks that form segments of the California Coastal Trail in the San Pedro and Wilmington communities in the City of Los Angeles; and,

WHEREAS, EDC received approval from the Coastal Conservancy to apply up to \$750,000 in grant funds to improvements at the Pacific Overlook; and,

WHEREAS, EDC has worked closely with the CITY and with community groups in San Pedro including the Pt. Fermin Residents Association and the Coastal San Pedro Neighborhood Council on the design for improvements at the Pacific Overlook in San Pedro; and,

WHEREAS, CITY, through the Department of Recreation and Parks ("DEPARTMENT") seeks to enhance the public enjoyment of its facilities by appropriate upgrades and improvements; and,

WHEREAS, DONOR wishes to award and CITY wishes to accept a gift ("GIFT") consisting of improvements to DEPARTMENT property at Pacific Overlook in San Pedro, as more fully described below and illustrated by the rendering attached hereto as Exhibit A,

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, and the performance thereof, PARTIES of this AGREEMENT hereto mutually agree as follows:

Pursuant to this AGREEMENT, DONOR hereby agrees to donate to CITY, and CITY hereby accepts such GIFT, under the terms and conditions set forth below:

1. DONOR
Los Angeles Harbor Watts Economic Development Corporation
461 West 6th Street, #201
San Pedro, CA 90731

CITY
City of Los Angeles
Department of Recreation and Parks
221 North Figueroa Street, Suite 1510
Los Angeles, CA 90012

2. The Project. Pursuant to the terms and conditions of this AGREEMENT, DONOR shall provide to CITY the GIFT, consisting of the construction of improvements at the Pacific Overlook in San Pedro, as illustrated by the rendering attached hereto as Exhibit A. The construction of improvements at the Pacific Overlook shall be referred to herein as "PROJECT". PROJECT is valued at Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000). The PROJECT shall be designed and constructed at the sole expense of DONOR as administrator of a State of California grant and at no cost to CITY.

Pursuant to the terms and conditions of this agreement, DONOR shall prepare final PROJECT plans, construction documents and bid documents according to standards established by DEPARTMENT. DEPARTMENT shall review and approve all documents prepared for construction of the PROJECT. DONOR shall conduct a competitive bid process in the selection of the contractor for the project.

DONOR shall enter into a contract with the selected CONTRACTOR. The specifications and time line for PROJECT completion shall be stipulated in the contract between DONOR and CONTRACTOR.

Access to PROJECT site shall be provided to CONTRACTOR through a right-of-entry permit issued by the DEPARTMENT.

ROE Permit will include insurance, indemnification requirements and performance bonds in favor of the CITY.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, and the performance thereof, PARTIES of this AGREEMENT hereto mutually agree as follows:

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Access to PROJECT site shall be provided to CONTRACTOR through a right-of-entry permit issued by the DEPARTMENT.

ROE Permit will include insurance, indemnification requirements and performance bonds in favor of the CITY.

3. Project Payments. Pursuant to the construction contract between DONOR and CONTRACTOR, funds totaling up to \$750,000 for completion of the project shall be provided by DONOR directly to CONTRACTOR. CITY and DONOR acknowledge that project payments are State of California grant funds and that DONOR is serving as local administrator of the grant funds. Except as otherwise set forth in this agreement, DONOR is solely responsible for compliance with terms and conditions set by the State for disbursement of these funds. All cost overruns or change orders shall be the responsibility of the DONOR.

4. CITY'S Covenants: CITY hereby covenants the following in order to induce DONOR to enter into this AGREEMENT and provide the GIFT:
 - (a) CITY will maintain PROJECT area in a safe and attractive manner, open to the public for access and enjoyment, except that the CITY may establish limits to public access such as operating hours or other restrictions for reasons of safety as the CITY may solely determine;
 - (b) CITY agrees to maintain the PROJECT area open for public enjoyment for 35 years starting from the Effective Date of this Agreement (as defined in Section 9 hereof), as set forth under State of California requirements for grant funds allocated for the PROJECT;
 - (c) CITY shall assist DONOR and CONTRACTOR in obtaining necessary permits, authorizations, and consents, including a right-of-entry permit authorizing access to the PROJECT site to perform the necessary work;
 - (d) CITY owns the land upon which the PROJECT improvements will be made; and
 - (e) CITY is authorized to enter into this AGREEMENT.

5. DONOR'S Covenants: DONOR hereby covenants the following in order to induce CITY to enter into this AGREEMENT and accept the GIFT:
 - (a) DONOR has received authorization from the State Coastal Conservancy for allocating up to \$750,000 for improvements at the Pacific Overlook;
 - (b) DONOR shall comply with all requirements established by the State Coastal Conservancy for the PROJECT;
 - (c) DONOR shall contract with CONTRACTORS for the completion of the PROJECT at a cost of up to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000);
 - (d) DONOR shall pay all PROJECT related expenses directly to CONTRACTOR, up to \$750,000, and at no cost to CITY; and

(e) (c) DONOR is authorized to enter into this AGREEMENT.

6. Status. CITY affirms that it is a tax-exempt municipal corporation.
7. Absence of DONOR Warranties. Donors make no representations or warranties hereunder of any kind, express or implied, as to any matter including implied warranties of fitness for a particular purpose or otherwise relating to the design and construction of the Pacific Overlook PROJECT or any component thereof, or contractor's performance of any services, including services related to the site evaluation, design and construction of the PROJECT. In no event, except as provided in Paragraph 8, will donors be liable for any damages including personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this AGREEMENT or the PROJECT.
8. Indemnification: Except for active negligence or willful misconduct of DONOR, or any of DONOR's officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns, CITY agrees to indemnify, defend and hold harmless DONOR Los Angeles Harbor Watts Economic Development Corporation and DONOR's officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal / attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the PROJECT, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort or otherwise, resulting from any claim (including, without limitation, personal injury, death or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including maintenance, location or condition of the Pacific Overlook, or any person's use of the Pacific Overlook, whether authorized or unauthorized, proper or improper.
9. Term: The term of this AGREEMENT shall commence upon execution of this AGREEMENT ("Effective Date") and shall expire thirty-five (35) years from that date.
10. DONOR Disclaimer. It is expressly understood by CITY that no director, member, officer, employee or other representative of the Los Angeles Harbor Watts Economic Development Corporation shall incur any financial responsibility or liability of any kind or nature in connection with this AGREEMENT.
11. 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, express or implied, on behalf of any other party, except as expressly provided herein. PARTIES are independent contractors and this AGREEMENT is

not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives.

Executed this _____ day
of _____, 2009

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 2009

LOS ANGELES HARBOR WATTS
ECONOMIC DEVELOPMENT
CORPORATION

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

CARMEN A. TRUTANICH,
City Attorney

By _____
SR. ASSISTANT CITY ATTORNEY