

APPROVED
3-16-2016
BOARD OF RECREATION
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 16-062

DATE March 02, 2016

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPO CENTER — LEASE AND OPERATING AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE USE OF STATE PROPERTY FOR ACCESS AND CONTINUED OPERATION OF THE SOBOROFF PLAYFIELD; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

for *R. Barajas *CB* K. Regan _____
H. Fujita _____ N. Williams _____
V. Israel _____

Ramon Barajas *for*
General Manager

Approved Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the proposed Lease and Operating Agreements with the State of California, acting through the Sixth District Agricultural Association, also known as the California Science Center (hereinafter "Science Center") for the use of Science Center owned property, commonly known as the Soboroff Playfield, for sports related and EXPO Center related uses, subject to the approval of the Mayor and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Lease and Operating Agreements to the Mayor in accordance with Executive Directive No. 3 for review and approval, and concurrently to the City Attorney for review and approval as to form;
3. Find the proposed project is categorically exempt from the California Environmental Quality Act (CEQA);
4. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to encumber and pay from Fund No. 302, Department No. 88, Appropriation Account No. 003040; and
5. Authorize the Board President and Secretary to execute the Agreements upon receipt of the necessary approvals.

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SUMMARY:

Between May 2000 and April 2009, the State of California, acting through the Sixth District Agricultural Association, also known as the California Science Center (Science Center) and the City of Los Angeles, acting through its Department of Recreation and Parks (RAP), approved two (2) Land Exchange Agreements that effectuated the exchange of approximately twenty six (26) acres equally divided between the two (2) parties. Included in this land exchange, was a requirement that an operating agreement for the use of Science Center property by RAP for the Soboroff Playfield (Playfield) be executed (Report No. 08-319). The playfield is indicated in Exhibit A. This Agreement was executed in 2009.

Under the Operating Agreement, the Science Center granted use of the Science Center property for the operation of a playfield. RAP was required to make the playfield available for parking for major events. Doing so required RAP to install and remove a playfield tile cover. This process cost RAP between Fifteen Thousand Dollars (\$15,000.00) and Forty Thousand Dollars (\$40,000.00) for each event. Further, RAP had to pay the Science Center an additional One Hundred Twenty Thousand Dollars (\$120,000.00) per year for grounds maintenance, utilities, and security. The total cost to RAP was up to Four Hundred Five Thousand Dollars (\$405,000.00) annually.

After several years of surmounting costs and escalating maintenance requirements associated with the tile covers, the Agreement was terminated by mutual notice on April 1, 2015. Not desiring to have the playfields temporarily closed, or youth and other league sports schedules disrupted, the Science Center and RAP entered into a month-to-month agreement effective March 1, 2015 to December 31, 2015. During this time, the Science Center and RAP conducted several meetings to negotiate the terms of a new agreement for the use and operation of the Playfield.

The proposed new Agreement now presented is composed of a Lease Agreement for the Playfield and a new Operating Agreement for the Playfield, as Exhibit B to the Lease.

The two new agreements include, but are not limited to the following terms and conditions:

- A one (1) time RAP commitment for a capital expenditure that will provide for an expanded parking plan designed to increase the number of parking spaces controlled by RAP and to mitigate parking on the Playfield for major events, thus eliminating the need to cover the Playfield. This plan consists of creating three hundred twenty-five (325) parking spaces as indicated on Exhibit B. The parking spaces will be created through the re-stripping of the current parking lots and the creation of a new parking lot at the corner of Martin Luther King Boulevard and Bill Robertson Avenue. The estimated capital expenditure is Two Hundred Seventeen Thousand Eight Hundred Forty-Five Dollars (\$217,845.00.00).
- Upon completion of the expanded parking plan, the RAP will no longer have use of Lot 1 for daily parking.

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- RAP shall pay the Science Center an annual fee of Ninety Thousand Dollars (\$90,000.00) to lease the Playfield. The first year's annual fee will be reduced by an amount not to exceed Ninety Thousand Dollars (\$90,000.00) for necessary improvements along the Vermont Strip. (At this time, it is estimated that this will cost approximately Fifty-Two Thousand Dollars (\$52,000.00).
- Science Center shall provide a full-time Department of Public Safety officer to EXPO Center during operating hours of Monday through Saturday.
- Science Center shall provide free parking for five (5) EXPO Center major events (not to exceed Four Hundred Ninety-Five (495) parking spaces).
- The agreement shall have an initial term of ten (10) years with five (5) one (1) year options to renew.

ENVIRONMENTAL IMPACT STATEMENT:

Environmental Management Staff has determined that the proposed lease agreement and the associated parking plan will consist of the issuance of a new lease agreement, minor alterations to existing parking lots, and the construction of new parking lot comprised of less than 110 spaces. Therefore, the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (3, 14) and Class 11 (2) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

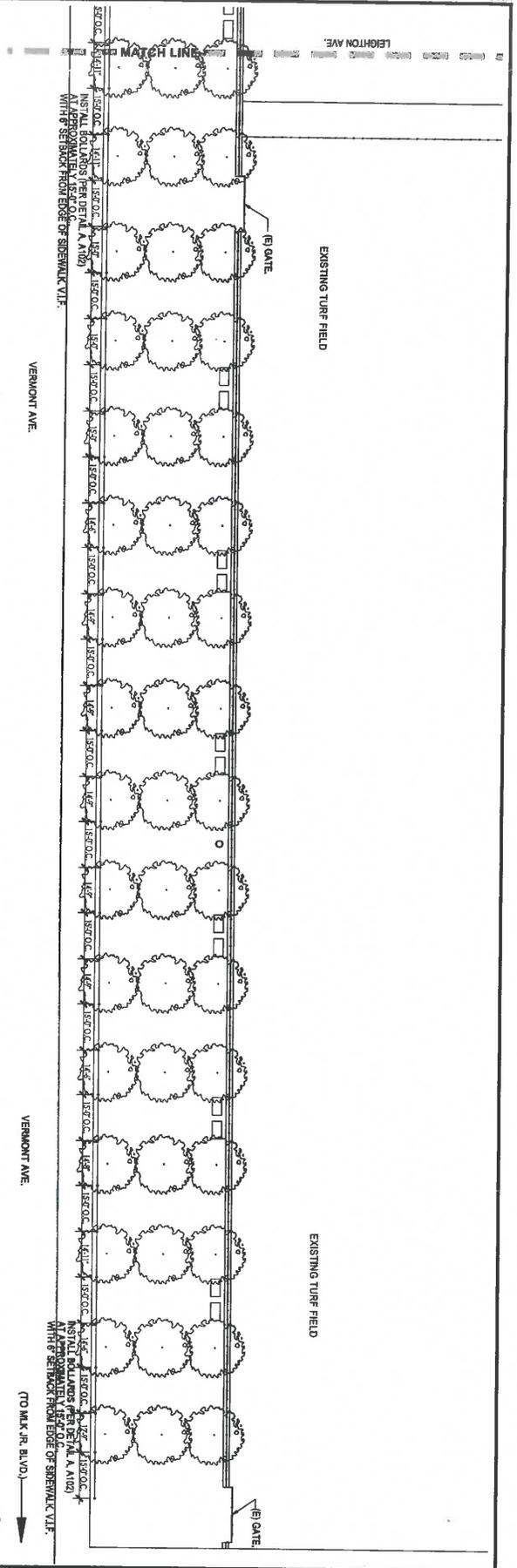
Staff does not anticipate any additional costs beyond those already considered in the execution of the Lease and Operating Agreements.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate and Asset Management Section, Planning and Development.

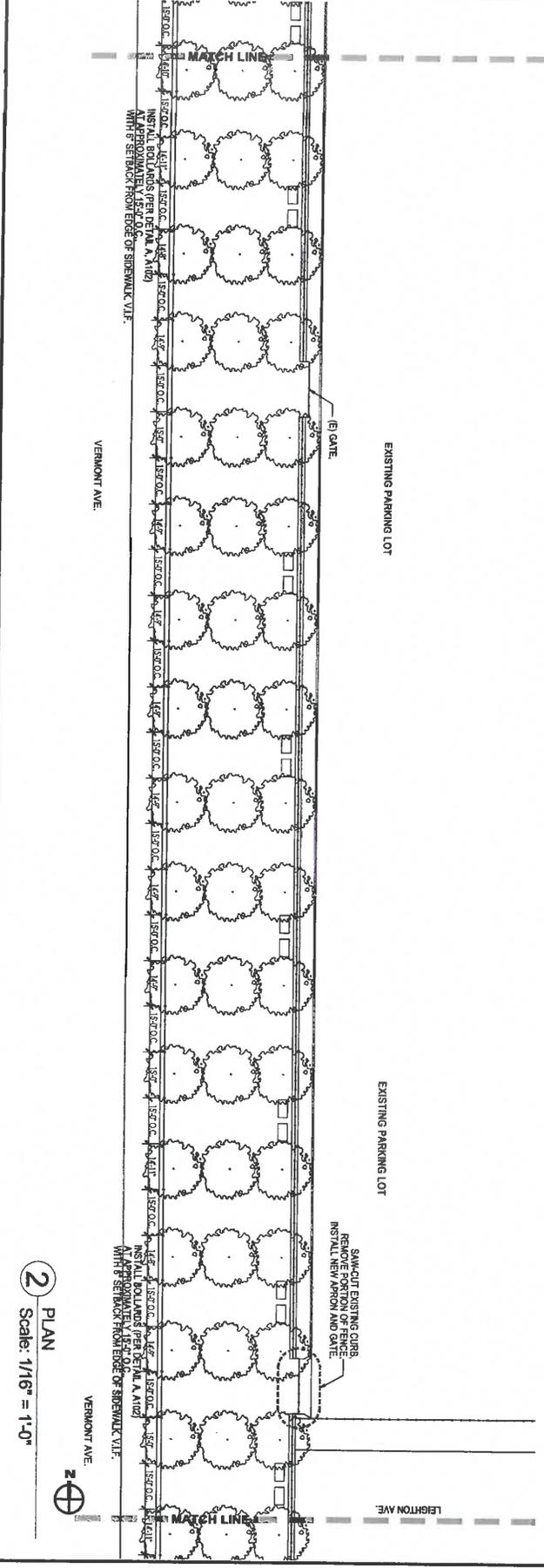
EXHIBIT "A"
California Science Center Playfield



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



1 PLAN Scale: 1/16" = 1'-0"



2 PLAN Scale: 1/16" = 1'-0"



DATE: 02/08/2015	PROJECT NO: A100

PROJECT NAME:
**EXPOSITION CENTER
 ADDITIONAL PARKING**

ADDRESS:
**ALONG VERMONT FROM EXPOSITION
 BLVD. TO MARTIN L. KING JR. BLVD.**



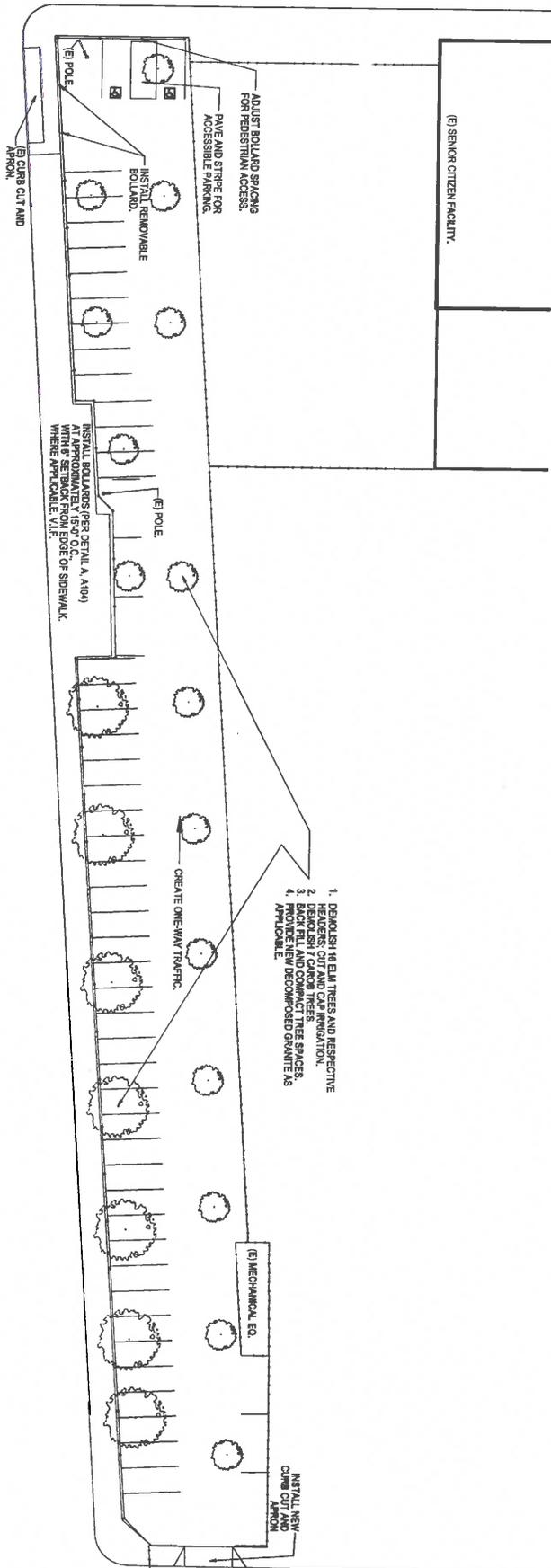
THE CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL SHULL SUPERINTENDENT: CATHIE SANTO DOMINGO

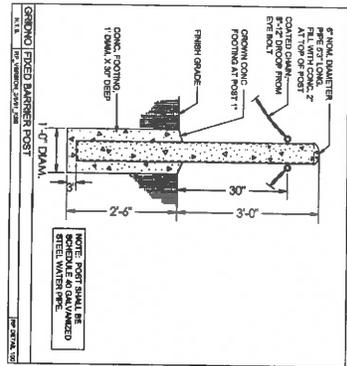
PROJECT ENGINEER: [] LIC NO: []
 PROJECT ENGINEER: [] LIC NO: []
 PREPARED BY: [] DATE: 02/08/2015



BILL ROBERTSON LANE



1. DEMOLISH 14 ELM TREES AND RESPECTIVE HEADERS AT THE ABOVE POSITION.
2. DEMOLISH 7 CANOE TREES.
3. BACK FILL AND COMPACT TREE SPACES.
4. PROVIDE NEW DECOMPOSED GRANITE AS APPLICABLE.



A FIXED BARRIER
Scale: N.T.S.

1 PLAN
Scale: 1/16" = 1'-0"



DATE	BY	REVISION

PROJECT NAME	EXPOSITION CENTER ADDITIONAL PARKING
ADDRESS	ALONG MARTIN L. KING JR. BLVD. AT BILL ROBERTSON.

PROJECT NUMBER	
DATE	

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS	
GENERAL MANAGER: MICHAEL SHULL	SUPERINTENDENT: CATIE SANTO DOMINGO
PROJECT DESIGNER	
PROJECT ENGINEER	
DATE	02/22/17



A104-bit 2