

APPROVED

MAR 04 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-034

DATE March 04, 2021

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WESTERN AND GAGE COMMUNITY PARK – AKA WESTERN GAGE PARK: PROPERTY TRANSFER OF JURISDICTION AND CONTROL TO THE DEPARTMENT OF RECREATION AND PARKS FROM THE DEPARTMENT OF GENERAL SERVICES – FINAL ACCEPTANCE OF PARK IMPROVEMENTS CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(12) [INSTALLATION OF LIGHTING AND FENCING FOR SECURITY AND OPERATIONS], CLASS 3(6) [CONSTRUCTION OF ACCESSORY STRUCTURES], CLASS 4(3) [NEW LANDSCAPING], CLASS 11(5) [SIGNS LOCATED ON CITY PROPERTY MANAGED BY A DEPARTMENT THAT HAS A SIGN POLICY] AND CLASS 25 [TRANSFER OF OWNERSHIP OF INTERESTS IN LAND IN ORDER TO PRESERVE OPEN SPACE FOR PARK PURPOSES] OF CITY CEQA GUIDELINES AND TO ARTICLE 19, SECTIONS 15301, 15303(e), 15304(b), 15311(a) AND 15325(f) OF CALIFORNIA CEQA GUIDELINES

AP Diaz M. Rudnick
H. Fujita C. Santo Domingo
V. Israel N. Williams

M. Shue
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Adopt the Resolution attached hereto as Attachment 1 approving the non-financial transfer of three parcels as legally described in the Notice of Transfer of Jurisdiction and Control attached hereto as Attachment 2 with the approximate street addresses of 1744–1746 1/2 West Gage Avenue, (Part of lot 133) , 1740–1742 1/2 West Gage Avenue (Part of Lot 134), 1738 West Gage Avenue (Front of Lot 135), and 1734 West Gage Avenue (Front of Lot 136), with APNs 6002-030-901, 6002-030-902 and 6002-030-905, together being approximately 6,492 Square Feet (SF) or 0.15 acres (collectively, the "Property"), from the jurisdiction of the City of Los Angeles, Department of General Services (GSD) to the City of Los Angeles, Department of Recreation and Parks (RAP), and authorizing RAP staff to request the assistance of GSD to complete such transfer of jurisdiction and control, at no expense to RAP, subject to review and approval by the City Attorney as to form;

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2. Direct the Board of Recreation and Park Commissioners (Board) President and Secretary to accept and execute the "Notice of Transfer of Jurisdiction and Control" document attached hereto as Attachment 2 effecting the transfer of the Property;
3. Declare that upon completion of the jurisdictional transfer and control, the Property is to be set apart and dedicated as park property in perpetuity, to be known until formally named, as Western and Gage Community Park;
4. Accept the work performed by the Los Angeles Neighborhood Initiative (LANI), under Contract No. C-121943, for the Western and Gage Community Park as outlined in the Summary of this Report (Project);
5. Authorize the Board Secretary to furnish LANI with a Letter of Acceptance for the Project;
6. Authorize the installation of appropriate park and Project signage;
7. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(12) [Installation of lighting and fencing for security and operations], Class 3(6) [Construction of accessory structures], Class 4(3) [New landscaping], Class 11(5) [Signs located on City property managed by a Department that has a sign policy] and Class 25 [Transfer of ownership of interests in land in order to preserve open space for park purposes] of City CEQA Guidelines and to Article 19, Sections 15301, 15303(e), 15304(b), 15311(a) and 15325(f) of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
8. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
9. Authorize RAP staff to make technical corrections to carry out the intent of this Report.

SUMMARY

As authorized under Report No. 11-071, RAP partnered with LANI for LANI to develop certain City owned property with outdoor park and recreational improvements through funding from the Proposition 84 Statewide Park Program which awarded LANI \$514,000 dollars in grant funding to develop the Property in accordance with conceptual plans previously approved by the Board under Report No. 11-071 and in accordance with the scope of work submitted by LANI under its grant application.

Due to various issues, including the loss of \$1,000,000 in project funding due to the dissolution of the Community Redevelopment Agency of Los Angeles (former CRA/LA), LANI has reduced its scope of work and design plan from what was originally conceptualized in Report No. 11-071. This reduction in project size and scope was approved in conformance with LANI's State funding requirements. These changes are detailed below in this Report.

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Park development on the Property was recently completed and the completed park and project is ready to be turned over to RAP. As previously noted, the park development at this site is funded by the Proposition 84 Statewide Park Program and, as a part of the process of applying for and receiving that grant, LANI managed an extensive community outreach process.

PROPERTY TRANSFER

The Property is currently under the control and jurisdiction of GSD. As contemplated under the Donation Agreement between LANI and RAP which was approved by the Board in Report No. 11-071, the Property needs to be transferred to RAP in order for RAP to be able to maintain the improvements being developed by LANI. GSD and RAP staff have reported that title and environmental concerns have been resolved to both RAP and GSD staff's satisfaction and recommend at this time that the transfer of jurisdiction and control be completed to obtain site control needed for RAP to operate and maintain the site. On September 17, 2014, City Council adopted the actions under Council File (CF) No. 12-0477-S1 recommending the transfer of the Property and requesting the Board to consider and accept the transfer of jurisdiction and control of the Property.

It should be noted that City Council has not yet authorized the transfer of the other City owned properties that were included as part of LANI's original conceptual plans for the park as illustrated in Report No. 11-071. As noted above and further detailed in this Report, the State approved a change in the scope of work for the project which removed those other City owned properties from the project scope of work.

PROJECT ACCEPTANCE

On March 2, 2011, the Board approved a Donation Agreement (Contract No. C-121943) between RAP and LANI, for the acquisition, development, and construction of new parks in Los Angeles (Report No. 11-071). The previously approved scope of work for the Project included the construction of a children's play area, fitness equipment, safety lighting, a landscaped plaza area, and site amenities such as landscaping, trees, and decorative fencing.

The Project, as originally proposed and described in Report No. 11-071, intended to develop park improvements on the Property owned by GSD and on another GSD property (6312 South Western Avenue and 1750 West Gage Avenue.) and on a property that was owned by the CRA/LA property (6300 South Western Avenue) that is located across the street from the Property site. However, as previously discussed, due to the dissolution of the former CRA/LA in 2012, a significant amount of funding that was originally committed to the overall development of the park was no longer available. Additionally, LANI encountered issues related to the cleanup and remediation of the 6300 South. Western Avenue parcel, which resulted in further delays to the Project. Ultimately, LANI determined that, in order to move forward with these much needed park improvements, the project scope would need to be reduced to match the available funding and be refocused on the three parcels of Property that are the subject of this Report. In 2018, the State approved a modification of LANI's approved project scope and an extension of time to complete the Project. The modified scope of work included the construction of a children's play area, landscaping, lighting, and fencing on the Property.

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LANI started construction on the Project in March 2020 and it is now 100% complete. The construction and design of the Project was funded by the \$514,000 grant that was awarded to LANI from the State of California Proposition 84 Statewide Park Program.

Staff has inspected the improvements and deemed them completed and satisfactory to RAP's requirements and LANI has furnished RAP with all permits, drawings, operation and maintenance manuals, warranties and guarantees, and final as-built plan(s) for the Project. Upon approval of this Report, RAP will furnish LANI with a Letter of Acceptance for the Project.

ENVIRONMENTAL IMPACT

Environmental due diligence in the form of a Phase I Environmental Site Assessment (ESA) has been performed for the Property 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) approved in October 2014 and the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) - Final Rule adopted October 6, 2014. A Phase I ESA Report was completed for the site, dated March 2016, and is on file in RAP's Real Estate Division. The Phase I ESA included several parcels at the intersection of Western Avenue and Gage Avenue and identified one Recognized Environmental Condition (REC) at 6300 South Western Avenue, which is not included in this transaction. In September 2020, the Regional Water Quality Control Board, the public agency with primary responsibility for protection of ground and surface water for all beneficial uses within Los Angeles and Ventura counties, issued a closure letter, stating that the case meets the criteria of a low threat underground storage tank case and no further action is needed.

The proposed Project includes the following: installation of lighting and fencing for security and operations; construction of accessory structures; new landscaping and tree planting; installation of signs on City property managed by a Department that has a sign policy; and transfer of ownership of interests in land in order to preserve open space for park purposes. As such, RAP staff recommends that the Board determines that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(12), Class 3(6), Class 4(3), Class 11(5) and Class 25 of City CEQA Guidelines and to Article 19, Sections 15301, 15303(e), 15304(b), 15311(a) and 15325(f) of California CEQA Guidelines. RAP staff will file a Notice of Exemption (NOE) upon the Board's approval.

FISCAL IMPACT STATEMENT

The acceptance of this Property will have no fiscal impact on RAP's General Fund.

The costs for the design, development, and construction of the proposed park improvements were funded by funding sources other than the RAP's General Fund.

The maintenance of the new park can be performed by current staff with minimal impact to existing maintenance services. RAP has already requested and received funding for the maintenance of this park as part of the annual City budget process.

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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. 1: Every Angelinos has walkable access to a park in their neighborhood

Result: Offer Affordable, Equitable, Healthy, Environmentally safe open space.

This Report was prepared by Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

List of Attachments

- 1 Resolution
- 2 Exhibit A-1 (NJTC)
- 2 Exhibit A-2 Phase I Project Site
- 3 Project Concept Map
- 4 Assessor Map
- 5 Donation Agreement between RAP and LANI
- 6 Site Photos

RESOLUTION NO. _____

WHEREAS, the property comprised of three parcels with APNs 6002-030-901, 6002-030-902 and 6002-030-905 is owned by the City of Los Angeles (Property); and,

WHEREAS, on March 2, 2011, the Board of Recreation and Park Commissioners' (Board) through Report No. 11-071, approved a donation agreement with LANI for the development of a park known as Western Gage Park; and,

WHEREAS, the City Council adopted the actions under Council File (CF) No. 11-0643, at its meeting held on May 10, 2011, relative to a donation agreement for the development and construction of Western Gage Park; and,

WHEREAS, on September 17, 2014, the City Council adopted the actions under CF No. 12-0477-S1 recommending the transfer to the Department of Recreation and Parks (RAP) of the Property, which is further described in the Report under which this Resolution's approval is recommended; and,

WHEREAS, the City Council's actions under CF No. 12-0477-S1 instructed the Department of General Services (GSD) to complete the non-financial transfer of the Property described with the following approximate project addresses of 1734, 1738 and 1740 Gage Avenue and/or more accurately described on the attached Notice of Transfer of Jurisdiction and Control; and,

WHEREAS, the Property is currently under the control and jurisdiction of GSD; and,

WHEREAS, the City Council requested, approved and recommended via City Motion under CF No. 12-0477-S1, that the Property be dedicated as park property in perpetuity; and,

WHEREAS, the community will benefit from the development of the Property into a park for public recreational use; and,

WHEREAS, the transfer and development of the Property as a passive park has been determined to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301, 15303(e), 15304(b), 15311(a) and 15325(f) of the State CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Board that GSD be requested by staff to complete a non-financial transfer of jurisdiction and control of three parcels identified as APN 6002-030-901, 6002-030-902, and 6002-030-905, and as more fully described in the Notice of Transfer of Jurisdiction and Control attached to the Report adopting this Resolution; and,

BE IT FURTHER RESOLVED, that the Board Secretary is authorized to accept such Transfer of Jurisdiction and Control; and,

BE IT FURTHER RESOLVED, that after jurisdiction and control is transferred, the Property is to be set apart and dedicated as park property in perpetuity, to be known until formally named as the "Western and Gage Community Park"; and,

BE IT FURTHER RESOLVED, that the environmental staff file a Notice of Exemption with the Los Angeles County Clerk within five (5) days of the Board's approval of this Resolution.

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. _____).

HAROLD ARRIVILLAGA, Board Secretary

RESOLUTION NO. _____

RECORDING REQUESTED BY:

City of Los Angeles

**WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

CITY OF LOS ANGELES
DEPT. OF RECREATION & PARKS
221 N. FIGUEROA STREET 1ST FLOOR
LOS ANGELES CA 90012
ATTN: CID MACARAEG

Notice of Transfer of Jurisdiction and Control

City of Los Angeles, a municipal corporation and the Department of General Services

Hereby Transfer Jurisdiction and control to:

City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

the following described real property in the County of Los Angeles, State of California (Assessor's Parcel No.): 6002-030-(901,902,903, & 905)

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to the following conditions:

- A) The property is transferred "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground location of property lines, the existence of easements or encroachments, if any, or the condition of the property.
- B) Liens for taxes and assessments then current and unpaid, if any, and to all easements, rights of way, encroachments, covenants, conditions, restrictions, reservations, and to all other matters of record.
- C) Any rights of way or encroachments which may be apparent during a visual inspection of the subject property.

Said land shall be set apart and dedicated as park property or open space in perpetuity, to be known until formally named as Western Gage Park.

This Transfer of Jurisdiction and Control is made in accordance with the provisions of Council File No. 011-0643 of the City of Los Angeles.

In witness whereof, City of Los Angeles, a municipal corporation, by its City Council, has caused this Transfer of Jurisdiction and Control to be executed on its behalf, by its Mayor, and its corporate seal to be thereto affixed by its City Clerk, this _____ day of _____, 2020.

The City of Los Angeles, a municipal corporation

By: _____

Attest:
Holly L. Wolcott, City Clerk

Eric Garcetti, Mayor

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of That document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, before me, _____, a Notary Public,

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A"

APN: 6002-030-(901,902,903 & 905)
ADDRESS: 1734, 1738-1746 W. Gage Ave. & 6312 S. Western Ave.

LEGAL DESCRIPTION:

PARCEL 1: 6002-030-901

LOT 135 OF TRACT NO. 5687, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: 6002-030-902

LOT 135 OF TRACT NO. 5687, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: 6002-030-905

LOTS 133 AND 134 OF TRACT NO. 5687, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: 6002-030-903

LOT 291, TRACT NO. 5834, AS PER MAP RECORDED IN BOOK 63, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, LYING CONTIGUOUS TO AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 30 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF HARVARD BOULEVARD, 60 FEET WIDE, AS SAID WESTERLY LINE IS SHOWN ON THE MAP OF TRACT NO. 5687, RECORDED IN BOOK 61, PAGE 24, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, WITH A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF GAGE AVENUE, FORMERLY SIXTY-THIRD STREET, 60 FEET WIDE, AS SAID NORTHERLY LINE IS SHOWN ON THE MAP OF TRACT NO. 5687; THENCE WESTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE A DISTANCE OF 125.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 480 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 20' 40", AN ARC DISTANCE OF 203.95; THENCE SOUTHWESTERLY ALONG A LINE TANGENT TO SAID CURVE A DISTANCE OF 234.06 FEET TO THE BEGINNING OF A TANGENT CURVE A DISTANCE OF 234.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 480 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF GAGE AVENUE, FORMERLY SIXTY-FOURTH STREET, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 6596, AS PER MAP RECORDED IN BOOK 106, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE SOUTHWESTERLY ALONG SAID LAST-MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 23°

59' 05", AN ARC DISTANCE OF 200.93 FEET TO SAID POINT OF ENDING IN SAID LAST MENTIONED PARALLEL LINE.

END OF LEGAL DESCRIPTION

The City of Los Angeles,
Department of General Services

JOB TITLE: APN: 6002-030-901,902,903, & 905
Cadastral Map No. 105B193-992,996,1001,1002 &
1061

To

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

Notice of Transfer of Jurisdiction

Date: _____, 2020

Approved as to Authority _____, 2020

By _____
Tony M. Royster, Authorized Officer

Approved as to description _____ 2020

By _____
Louie Padua, Authorized Officer

Approved _____, 2020

Michael N. Feuer, City Attorney

By _____
Curt Holguin, Deputy City Attorney

Board No. _____



EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM

Western Gage Project



Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

© City of Los Angeles, Department of Recreation and Parks



SCALE 1: 1,128



NOTES

There area shown in BLUE is the PROPERTY.

The areas shown in GREEN are other City property that is not currently proposed to be transferred to RAP



WESTERN AVENUE

CURB EXTENSION AT CORNER

BIKE PARKING LOCATION

EXERCISE TRAIL MILEAGE MARKER

NATIVE PLANTING WITH BIOSWALE TREATMENT

BERMED PLANTING AREA

ENHANCED PAVING BANDING

TRANSIT SHADE STRUCTURE AT EXISTING BUS STOP

TURF PLAY MOUND WITH SHADE SPECIMEN TREE

SAND SET PAVERS

EXISTING BUS STOP WITH VANDAL RESISTANT SEATING AND TRASH RECEPTACLES

EXISTING BUS STOP WITH VANDAL RESISTANT SEATING

PROPOSED SPEED HUMPS

(WESTBOUND ONLY)

METAL PERIMETER FENCE WITHIN PLANTING

OPEN TURF PICNIC/PLAY WITH LANDFORM

CURB EXTENSION AT CORNER WITH LIGHTING

PROPOSED STOP SIGN

PLANTED LANDFORM
COMMUNITY SIGNAGE WALL WITH SPECIMEN PLANTING

GAGE AVENUE

DECORATIVE LIGHTING

ADULT FITNESS COURT WITH RESILIENT SURFACING

PLANTED PARKWAY

PICNIC TABLES

SHADE CANOPY TREE
TOT LOT WITH DECORATIVE PERIMETER FENCE AND LIGHTING

PLAY SYSTEM WITH SHADE CANOPY

SECONDARY PEDESTRIAN ENTRY GATE WITH LIGHTING

NATIVE SCREEN PLANTING WITH INFORMAL SEATING BOULDERS

MELÉNDREZ

Landscape Architecture, Planning & Urban Design
James Chaff Building, 11th Floor
617 South Olive Street
Los Angeles, California 90014
1 213-673-4400 | 1 213-673-4410

Landscape Architect



Seal

WESTERN & GAGE MEDIAN PROJECT

IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Meléndrez Project Number: 3.09.026

File Name: 3-02.dwg

Drawn By: JH Checked By: VJH

NO:

REVISIONS

Date: Issue:

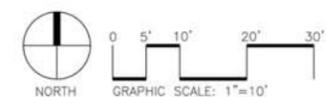
Drawing Title:

CONSTRUCTION PLAN

Drawing No.:

L1.01

Of Sheets



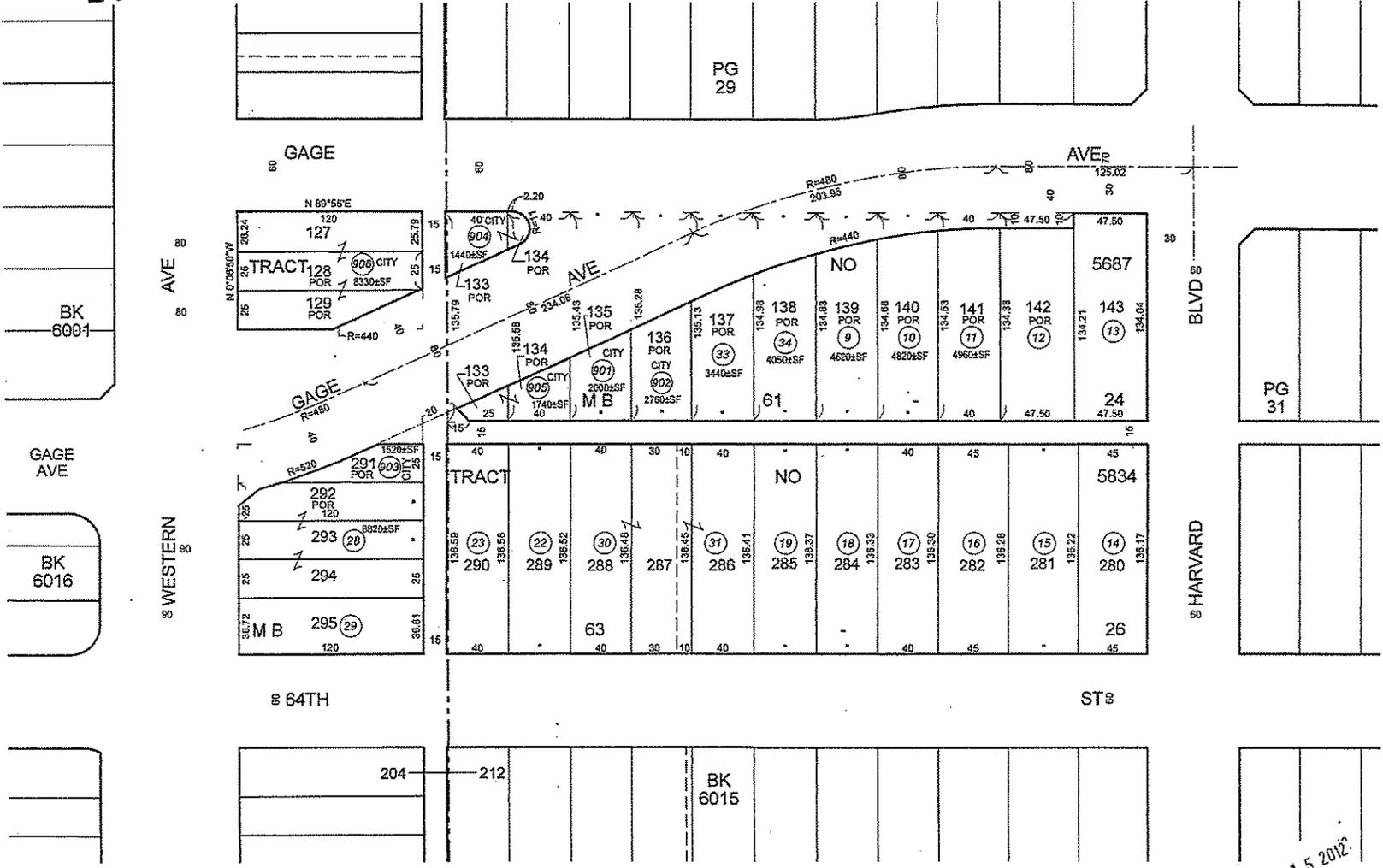
Drawing File: P:\032026\3.09.026\032026.dwg Date/Time: Nov 08, 2011 11:43:58am

6002	30 SHEET	P.A. 1583-30	TRA 204 212	REVISED 2008121510010001-25 2012041702-15	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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2013



MAPPING AND GIS
SERVICES
SCALE 1" = 60'



MAY 15 2012

C-121943

DONATION AGREEMENT
FOR DEVELOPMENT AND CONSTRUCTION
OF
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement for Acquisition, Development and Construction of New Parks in City of Los Angeles ("Agreement") is entered as of June 28, 2011 by and between Los Angeles Neighborhood Initiative ("LANI"), a California non-profit public benefit corporation, and the City of Los Angeles, a California municipal corporation, acting by and through its Board of Recreation and Park Commissioners (RAP, and together with LANI, the "Parties" and each "Party").

RECITALS

1. Whereas, LANI, through its Urban Greening program seeks to create usable green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space.
2. Whereas, RAP wants to see new parks (each a "Prospective Park") built by LANI, particularly in areas that are under-served by existing parks and recreation facilities, and RAP commits to maintaining such Prospective Parks and Improvements (defined below) once built, for the benefit of the community.
3. Whereas, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds in support of the development and construction of recreational facilities and other improvements ("Improvements") to be built upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by the mutual written agreement of the Parties. The terms of this Agreement shall apply to each Prospective Property.

Where sufficient grants are successfully awarded, LANI shall coordinate the development and construction of a Prospective Park on each Prospective Property. As indicated on Exhibit A, it is anticipated that certain of the Prospective Properties will be acquired by RAP.

4. Whereas, LANI has been asked to partner with RAP to perform the "Park Development Phase," which shall consist of LANI (i) developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANI in partnership with local community organizations and RAP; (ii) contracting for and

overseeing the construction of the Improvements; and (iii) identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property.

5. Whereas, RAP shall be the owner and long - term steward of each Prospective Park. RAP shall allow LANI a right of entry to each Prospective Property to construct the Improvements.
6. Whereas, LANI expects that the Statewide Park Development and Community Revitalization Program of 2008 ("Proposition 84 Statewide Park Program") may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the program (as described in Exhibit B).
7. Whereas, this Agreement is intended to summarize the primary roles and responsibilities of LANI and the RAP towards the shared goal of getting Prospective Parks built. This Agreement also intends to highlight some of the contingencies that need to be satisfied in order to fulfill that objective. And, LANI and RAP wish to enter into this Agreement to establish the terms whereby LANI and the RAP shall work together on the Park Development Phase.

Now therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that LANI's ability to install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being awarded for the installation of the Improvements. Accordingly, LANI will initially use its good faith efforts to apply for grants, and RAP shall use its good faith efforts to cooperate with LANI in the grant application process. LANI's present intention is to apply for those grants identified on Exhibit A opposite the respective Prospective Properties; if those grants are not awarded LANI will determine if other prospective funding sources may be available.
 - (a) Grant Applications. LANI shall lead the grant application process. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment upon grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners) shall accept an assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements. The grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by LANI and the Contractor (defined below).
 - (b) Incorporation by Reference. The terms of LANI's installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. The terms

of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

- (c) Land Tenure Requirement. RAP will be the long-term steward of the park site once the Improvements are built on the Prospective Property. RAP understands that grant funding will be sought from the Proposition 84 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly recognizes that LANI will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty- or thirty-year land tenure requirement of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 84 Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty- or thirty-year land tenure requirement may be renewed by LANI or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 84 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of LANI and RAP are attached hereto as Exhibits D and E, and each will be adopted by the respective board in substantially that form before the Proposition 84 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the parties hereto ("Effective Date"). Except those provisions which are explicitly stated survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or LANI terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by LANI and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANI in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which LANI, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual

written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. LANI or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.
4. Grant-writing. LANI will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.
5. Outreach. LANI, working closely with RAP and local community based organizations, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding the Property ("Outreach"). LANI shall use the results of the Outreach to develop a conceptual plan for the Improvements.
6. Development of Plans and Specifications. LANI, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through LANI-sponsored public workshops and other community outreach efforts. Following RAP's review and LANI's receipt of written approval of the conceptual plan, LANI shall prepare detailed final plans and specifications ("Plans and Specifications"), for RAP's review and approval. LANI will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. LANI shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners.
7. Right of Entry. During the Term, as soon as RAP owns the Prospective Property, RAP shall allow LANI, its employees and agents, full and unrestricted access to the Prospective Property at no cost to LANI to install the Improvements. During the Term, RAP gives LANI full authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications and the terms of any Grant Agreements.
8. Selection of a Contractor; Installation of the Improvements. LANI will select a contractor ("Contractor") to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. LANI shall require its contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements.

9. Payments. LANI will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, LANI shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANI and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of LANI. In the event that LANI shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to LANI, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by LANI to RAP on demand.
10. Construction Management. If no professional construction management firm is hired, LANI and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the Improvements, LANI shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. LANI shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.
13. Indemnification.

- (a) During the Term of this Agreement, with respect to each Prospective Park which RAP owns, until the issuance by RAP of the Acceptance Letter pursuant to Section 15 of this Agreement, LANI shall indemnify and save harmless RAP, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of RAP or whether liability without fault is imposed or sought to be imposed on RAP, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of RAP, its officers, agents or employees. The indemnity obligations described in this Section 13(a) shall survive expiration of this Agreement. In addition to LANI's obligation to indemnify RAP, LANI specifically acknowledges and agrees that it has an immediate and independent obligation to defend RAP from any claim that actually or potentially falls within this indemnification provision.
- (b) Following issuance by RAP of the Acceptance Letter pursuant to Section 15 of this Agreement, RAP shall indemnify and save harmless LANI and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of LANI or whether liability without fault is imposed or sought to be imposed on LANI, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of LANI, its officers, agents or employees. The indemnity obligations described in this Section 13(b) shall survive expiration of this Agreement. In addition to RAP's obligation to indemnify LANI, RAP specifically acknowledges and agrees that it has an immediate and independent obligation to defend LANI from any claim that actually or potentially falls within this indemnification provision.

14. Insurance. During the Term, LANI shall maintain the insurance coverage required under any of the Grant Agreements. In addition the general liability and automobile liability policies of such coverage shall contain, or be endorsed to contain, the following provisions:

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LANI during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.
- (b) For any claims related to this agreement, LANI's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.

- (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - (d) LANI shall in all instances require their contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from LANI that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that LANI shall not deliver such notice to RAP until LANI has: (1) obtained all necessary regulatory approvals, (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11, (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new Punchlist for completion by LANI and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon this approval, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to LANI. Upon receipt of the Acceptance Letter, LANI shall immediately remove all of its property from the Prospective Property and shall repair, at LANI's cost, any damage to the Prospective Property caused by such removal or caused by LANI's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANI with a Resolution from RAP the Board of Recreation and Parks Commissioners accepting the Improvements as a "gift-in-place" from LANI. Prior to delivery by RAP of (1) the Acceptance Letter to LANI, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.
16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property, extend beyond installation of the Improvements by LANI and acceptance thereof by RAP. Accordingly, RAP's delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of LANI's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, ~~if~~ a Proposition 84 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property. LANI and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANI.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANI shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. LANI shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANI shall also assign to RAP the right to any available remedies for latent defects. LANI shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that LANI shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANI, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval of RAP and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by LANI during installation of the Improvements or by RAP following Final Acceptance, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.
19. Publicity. RAP and LANI agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify LANI in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
20. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that LANI shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, LANI shall have a reasonable period of time to complete such cure if LANI promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by LANI, RAP shall have the right, in its sole discretion, to seek enforcement

of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

LANI shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite LANI's good faith efforts, (i) LANI is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If LANI successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements, including the land tenure requirement if a Proposition 84 Statewide Park Program Grant Agreement is in place.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement to the satisfaction of the grantor.
22. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to LANI an original memorandum or notice of any such Grant Agreement. LANI may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
23. CEQA Compliance. RAP shall work with LANI to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). LANI shall be responsible for all costs associated with the completion of said process.
24. Miscellaneous.
 - (a) This Agreement may be amended or modified only in a writing signed by LANI and RAP. This Agreement may be signed in counterparts.
 - (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

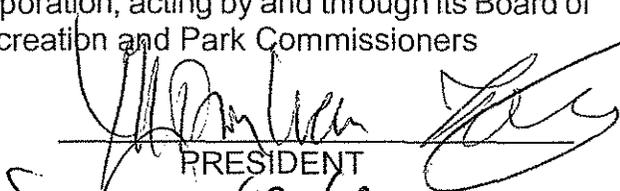
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.

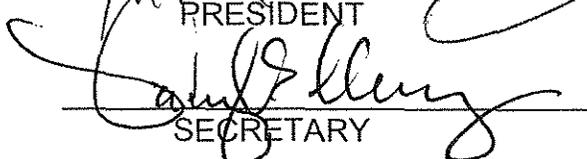
Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

IN WITNESS WHEREOF, the parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this 28th day
of June, 2011

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 16th day
of June, 2011

LOS ANGELES NEIGHBORHOOD INITIATIVE

By 
Veronica Hahn, Executive Director

Approved as to Form:

Date: 6/27/2011

CARMEN A. TRUTANICH,
City Attorney

By 
DEPUTY CITY ATTORNEY

Exhibit A

Description of Prospective Properties and Funding Sources to be Pursued

(List may be amended by mutual written consent of the parties)

Prospective Parks

- 2508 West Blvd. (Council District 10) – City-owned property / Proposition 84
Statewide Park Program funded development and construction
- 1903 Cordova Street (Council District 10) - City-owned property / Proposition 84
Statewide Park Program funded development and construction
- Western/Gage (Council District 8) – City-owned property / Proposition 84
Statewide Park Program funded development and construction

Exhibit B Land Tenure Requirements

Land Tenure Requirement

For PROJECT property that is owned by or leased to the APPLICANT, either #1, #2, #3, or #4 below must be provided to meet the land tenure requirement.

The purpose of the land tenure requirement in #1 below is to verify that the APPLICANT owns the PROJECT SITE. If the APPLICANT does not have ownership, adequate tenure is verified by meeting the requirements in #2, #3, or #4 below.

The land tenure requirements below are not required for ACQUISITION.

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or the deed recordation number, or a title search, or a current county assessor's parcel map showing that the APPLICANT is the land owner.

2. If the PROJECT site is not owned in fee simple by the APPLICANT, and the APPLICANT and land owner have a land tenure agreement that meets all of the requirements shown on the Land Tenure Form (page 23):

- A. Provide the Land Tenure Form (page 23). The Form lists the land tenure agreement requirements between the APPLICANT and the land owner.
- B. Provide a copy of the land tenure agreement between the APPLICANT and the land owner, such as the lease, joint powers agreement, easement, memorandum of understanding, or other document, and highlight the sections that meet the requirements listed in the Land Tenure Form.

3. If the PROJECT site is not owned in fee simple by the APPLICANT and the APPLICANT cannot meet the 20 or 30 year term requirement as described in the "Term of Agreement" item in the Land Tenure Form (page 23).

If an APPLICANT cannot meet the 20 or 30 year term requirement at the time of APPLICATION, provide:

- A and B as explained in #2 above, and the following:
- a letter from the landowner which:
 - States the landowner's policy prohibiting long term land tenure agreements.
 - Describes the long standing use of the property by the APPLICANT.
 - States a commitment to continue to renew the land tenure agreement with the APPLICANT in incremental periods to satisfy the 20 or 30 year land tenure term requirement, absent any unforeseen circumstances.
- A letter from the APPLICANT signed by its AUTHORIZED REPRESENTATIVE which:

- Agrees to renew the land tenure agreement with the landowner in incremental periods to satisfy the 20 or 30 year land tenure term requirement.

DPR expects the GRANTEE to fully comply with the Use of Facilities terms of the CONTRACT (see the CONTRACT provisions in the GRANT ADMINISTRATION GUIDE). If the landlord does not renew a lease, and the GRANTEE cannot comply with the time period stated in the CONTRACT, DPR may hold the GRANTEE in breach of CONTRACT.

4. If the PROJECT site is not owned in fee simple by the APPLICANT and the land tenure agreement is not signed at the time of APPLICATION:

When an APPLICANT does not have a signed land tenure agreement at the time of APPLICATION, provide:

- A and B as explained in #2 above, and letters from the APPLICANT and the landowner in which each commits to sign the proposed land tenure agreement should the GRANT be awarded.

If OGALS sends a letter at the end of the competitive process stating that the GRANT will be awarded, the APPLICANT must send a signed land tenure agreement to OGALS before the GRANT CONTRACT can be signed by DPR.

Land Tenure Form

APPLICANTS must complete this form when the PROJECT does not involve ACQUISITION and the site is not owned by the APPLICANT in fee simple. Indicate the page numbers where the following information can be found in the agreement.

- Type of agreement:** _____
 - Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.

- Parties to the signed agreement**..... Found on page(s) _____
 - Highlight the sections which identify the parties to the agreement.
 - The agreement must be signed by all parties.

- Term of the agreement**..... Found on page(s) _____
 - All GRANT amounts up to \$1,000,000 require at least 20 years of land tenure.
 - All GRANT amounts greater than \$1,000,000 require at least 30 years of land tenure.
 - OGALS will start counting the 20 or 30 year land tenure requirement from the APPROPRIATION DATE.

- Renewal clause** Found on page(s) _____
 - The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term requirement.

- Termination (revocability)**..... Found on page(s) _____

Any of the following is acceptable:

 - No termination clause - the agreement is non-revocable.
 - The termination clause may specify that the agreement is revocable for breach of the agreement/for cause.
 - The termination clause may specify that the agreement is revocable by mutual consent.

The following is not acceptable: A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.

- Site Control Roles and Responsibilities** Found on page(s) _____
 - The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.

- Roles and responsibilities**..... Found on page(s) _____
 - The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction to other entities.
 - The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
 - The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

Exhibit C

Environmental Compliance Certification Form California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA)

Grantee/Applicant: City of Los Angeles Project Name:

Project Address:

When was CEQA/NEPA analysis completed for this project? Date _____

What document(s) was filed for this project's CEQA analysis: (check all that apply)

- Initial Study Notice of Exemption Negative Declaration
- Mitigated Negative Declaration Environmental Impact Report
- Other: _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

What document(s) was filed for this project's NEPA analysis: (check all that apply)

- Categorical Exclusion Determination
- Environmental Assessment/Finding of no Significant Impact (EA/FONSI)
- Environmental Impact Statement (EIS)/Notice of Availability
- Other: _____

Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____ Contact Person: _____

Mailing Address:

Phone: (____) _____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction.

I certify that the CEQA/NEPA analysis for this project encompasses all aspects of the work to be completed with grant funds.

Authorized Representative
(Signature)

Authorized Representative
(Printed Name and Title)

Date

Date

Exhibit D

Exhibit D

RESOLUTION OF THE OF THE BOARD OF DIRECTORS OF LOS ANGELES NEIGHBORHOOD INITIATIVE

Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

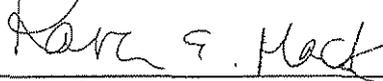
WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Los Angeles Neighborhood Initiative:

1. Certifies that the City of Los Angeles, as title owner, will provide operational site control to applicant, Los Angeles Neighborhood Initiative, for the completion of the New Park – Normandie and Cordova Park Project, pursuant to the grant scope;
2. Certifies that Los Angeles Neighborhood Initiative has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
3. Certifies that Los Angeles Neighborhood Initiative intends to transfer the grant contract obligations to the City of Los Angeles upon the State of California's approval of the transfer of these grant obligations and Los Angeles Neighborhood Initiative's successful completion of the development project, should the grant be awarded;
4. Certifies that Los Angeles Neighborhood Initiative will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the City of Los Angeles;
5. Certifies that Los Angeles Neighborhood Initiative has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
6. Delegates authority to the Executive Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 25th day of February, 2010. I, the undersigned and a duly elected officer of Los Angeles Neighborhood Initiative Board of Directors, a nonprofit organization under the laws of the State of California, hereby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of the Board of Directors and that said resolution has not been modified or rescinded.



(Board President)

Exhibit D

RESOLUTION OF THE OF THE BOARD OF DIRECTORS
OF LOS ANGELES NEIGHBORHOOD INITIATIVE

Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Los Angeles Neighborhood Initiative:

1. Certifies that the City of Los Angeles, as title owner, will provide operational site control to applicant, Los Angeles Neighborhood Initiative, for the completion of the New Park - Weston Gage Park Project, pursuant to the grant scope;
2. Certifies that Los Angeles Neighborhood Initiative has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
3. Certifies that Los Angeles Neighborhood Initiative intends to transfer the grant contract obligations to the City of Los Angeles upon the State of California's approval of the transfer of these grant obligations and Los Angeles Neighborhood Initiative's successful completion of the development project, should the grant be awarded;
4. Certifies that Los Angeles Neighborhood Initiative will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the City of Los Angeles;
5. Certifies that Los Angeles Neighborhood Initiative has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
6. Delegates authority to the Executive Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 25th day of February, 2010, by the undersigned and a duly elected officer of Los Angeles Neighborhood Initiative Board of Directors, a nonprofit organization under the laws of the State of California, heretby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of the Board of Directors and that said resolution has not been modified or rescinded.

(Board President)

Exhibit D

RESOLUTION OF THE OF THE BOARD OF DIRECTORS
OF LOS ANGELES NEIGHBORHOOD INITIATIVE

Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THE BOARD OF DIRECTORS RESOLVED that the Board of Directors of Los Angeles Neighborhood Initiative:

1. Certifies that the City of Los Angeles, as title owner, will provide operational site control to applicant, Los Angeles Neighborhood Initiative, for the completion of the New Park - 2508 West Blvd. Park Project, pursuant to the grant scope;
2. Certifies that Los Angeles Neighborhood Initiative has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
3. Certifies that Los Angeles Neighborhood Initiative intends to transfer the grant contract obligations to the City of Los Angeles upon the State of California's approval of the transfer of those grant obligations and Los Angeles Neighborhood Initiative's successful completion of the development project, should the grant be awarded;
4. Certifies that Los Angeles Neighborhood Initiative will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the City of Los Angeles;
5. Certifies that Los Angeles Neighborhood Initiative has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
6. Delegates authority to the Executive Director to conduct all negotiations, sign and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 25th day of February, 2010. I, the undersigned and a duly elected officer of Los Angeles Neighborhood Initiative Board of Directors, a nonprofit organization under the laws of the State of California, hereby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of the Board of Directors and that said resolution has not been modified or rescinded.

(Board President)

Exhibit E

ATTACHMENT NO. 2

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES
COMMITMENT TO ACCEPT DESIGNATED COMPLETED PROJECTS FOR THE
PROPOSITION 54 STATEWIDE PARK PROGRAM GRANT PROGRAM SUBMITTED BY THE
LOS ANGELES NEIGHBORHOOD INITIATIVE

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application, and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant, Los Angeles Neighborhood Initiative (LANI), will enter into a contract with the State of California to complete their grant funded project scopes,

NOW THEREFORE, BE IT RESOLVED that the City Council hereby

Supports the filing of a grant application by LANI for those projects listed in Attachment No. 1, and, subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated LANI projects, including all accounting and project close out activities, LANI will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities, for the project, in accordance with the Grant Administration Guide, subject to the terms and conditions outlined in the draft Agreement included in their grant application package, upon its execution, and
2. Delegates the authority to the General Manager, Department of Recreation and Parks, to sign and submit the amended grant contract naming the Department of Recreation and Parks as the new Grantee; and
3. Certifies that that the City has, or will have, sufficient funds to operate and maintain the LANI projects listed in Attachment No. 1; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 12th day of February, 2010

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of FEB 12 2010

June Lagmay, City Clerk

By Sharon Bruce



AMENDMENT TO DONATION AGREEMENT
FOR THE DEVELOPMENT AND CONSTRUCTION OF NEW PARKS
IN THE CITY OF LOS ANGELES

THIS AMENDMENT TO DONATION AGREEMENT (this "Amendment") is made and entered into as of this 20th day of March, 2013 by and between the City of Los Angeles, Department of Recreation and Parks (RAP), a California municipal corporation, acting by and through its Board of Recreation and Park Commissioners (Board) and the LOS ANGELES NEIGHBORHOOD INITIATIVE ("LANI"), a California non-profit public benefit corporation, (RAP together with LANI, the "Parties" and each a "Party"), with reference to the following recitals of fact:

RECITALS

- A. Parties entered into that certain Donation Agreement dated as of June 28, 2011 ("Donation Agreement") pursuant to which the Parties summarized the primary roles and responsibilities of LANI and RAP toward the shared goal of getting Prospective Parks built, and more particularly described in the Donation Agreement. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Donation Agreement.
- B. Parties now desire to amend the Donation Agreement to modify the list of prospective properties.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the Donation Agreement is amended as follows:

1. Exhibit A to the Donation Agreement is hereby amended and restated with the following which adds a new project for which funding was awarded in 2012 and also updates the status of the original projects for which funding was awarded in 2011:

Description of Prospective Properties and Funding Sources to be Pursued (list may be amended by mutual written consent of the parties)

Prospective Parks

- 2508 West Blvd. (Council District 10) – City-owned property/Proposition 84 Statewide Park Program funded development and construction

- 1903 Cordova Street (Council District 10) - City-owned property/Proposition 84 Statewide Park Program funded development and construction
 - Western/Gage (Council District 8) – City-owned property / Proposition 84 Statewide Park Program funded development and construction
 - 111th Place Neighborhood Park (Council District 15) – City-owned property / Proposition 84 Statewide Park Program funded development and construction
2. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Amendment may be executed and delivered to the other party by facsimile transmission and a facsimile signature shall have the same legal effect as an original signature.
 3. Entire Agreement. The Donation Agreement, as amended by this Amendment, constitutes the full and complete agreement and understanding between the Parties and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Donation Agreement, as so amended, and no provision of the Donation Agreement, as so amended, may be modified, amended, waived or discharged, in whole or in part, except by a written instrument executed by the Parties.
 4. Force and Effect. Except as modified by this Amendment, the terms and provisions of the Donation Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Amendment and the Donation Agreement as to the specific matters which are the subject of this Amendment, the terms and conditions of this Amendment shall control. This Amendment shall be construed to be a part of the Donation Agreement and shall be deemed incorporated in the Donation Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

Executed this 20th day
of March, 2013

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

By [Signature]

PRESIDENT

By [Signature]

SECRETARY

Executed this 20th day
of March, 2013

LOS ANGELES NEIGHBORHOOD INITIATIVE, a California non-profit public benefit corporation

By [Signature]

Veronica Hahni, Executive Director

Approved as to Form:

CARMEN A. TRUTANICH,
City Attorney

By [Signature]

Deputy City Attorney

Date: March 13, 2013

ATTEST:
JUNE LAGMAY, City Clerk

[Signature]
Deputy City Clerk

Date: 3/21/13



Council File Number: _____ Date of Approval: _____

Said Agreement is Number C-121943 of City Contracts

