MEETING AGENDA

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE

Thursday, April 6, 2023 at 8:30 a.m. Friendship Auditorium 3201 Riverside Drive, Los Angeles, CA. 90027

Public Comment Will Be Taken Both In-Person And Also, via Teleconference

To Offer Public Comment via Teleconference Use this link: https://us02web.zoom.us/j/88334732238

Or Dial (669) 900-6833 to Join the Meeting Then Enter This Webinar ID: 883 3473 2238 AND PRESS #

LYNN ALVAREZ, CHAIR JOSEPH HALPER, COMMISSIONER

Staff: Jimmy Kim, General Manager Cathie Santo Domingo, Assistant General Manager Darryl Ford, Superintendent City Attorney Representative

PUBLIC COMMENT WILL BE TAKEN IN-PERSON AND REMOTELY VIA TELECONFERENCE. EVERY PERSON WISHING TO ADDRESS THE COMMISSION REMOTELY MUST DIAL (669) 900-6833, AND ENTER 883 3473 2238 AND THEN PRESS # OR USE THE LINK: https://us02web.zoom.us/j/88334732238. INSTRUCTIONS ON HOW TO SIGN UP FOR PUBLIC COMMENT REMOTELY WILL BE GIVEN DURING THE MEETING. EACH SPEAKER WILL BE GRANTED A MAXIMUM OF 2 MINUTES FOR PUBLIC COMMENTS.

NOTICE TO PAID REPRESENTATIVES - IF YOU ARE COMPENSATED TO MONITOR, ATTEND, OR SPEAK AT THIS MEETING, CITY LAW MAY REQUIRE YOU TO REGISTER AS A LOBBYIST AND REPORT YOUR ACTIVITY. SEE LOS ANGELES MUNICIPAL CODE 48.01 ET SEQ. MORE INFORMATION IS AVAILABLE AT ethics.lacity.org/lobbying. FOR ASSISTANCE, PLEASE CONTACT THE ETHICS COMMISSION AT (213) 978-1960 OR ethics.commission@lacity.org.

1. CALL TO ORDER

2. <u>CURRENT BUSINESS</u>

- A. <u>Lincoln Heights Recreation Center "The Gate of the Feathered Serpent"</u> Discussion of Public Art Installation
- B. <u>Porter Ranch Sesnon Property "Jane Boeckmann Park"</u> Discussion of Proposed Renaming
- C. <u>Roger W. Jessup Park "The Oasis of Pacoima"</u> Discussion of Public Art Installation

- D. <u>Balboa Sports Complex Resiliency Project</u> Discussion of Proposed Project
- E. <u>Griffith Park Ferraro Fields North Outfall Sewer Rehab Unit 20 & 21 Zoo Dr. R/W</u> to Doran St. Discussion of Proposed Project

3. <u>PUBLIC COMMENT</u>

Comments by the Public on Matters within Task Force Jurisdiction.

4. <u>NEXT MEETING</u>

The next Facility Repair and Maintenance Commission Task Force Meeting is tentatively scheduled for Thursday, April 20, 2023 at 8:30 a.m. at Friendship Auditorium, 3201 Riverside Drive, Los Angeles, CA 90027

5. <u>ADJOURNMENT</u>

Additional Information

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

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

Information on Agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Commission Task Force Agenda may be downloaded from the Department's website at <u>www.laparks.org.</u>

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

Fence Installation at Lincoln Heights Recreation Center - "The Gate of the Feathered Serpent"

Background:

Lincoln Heights Recreation Center is located at 2303 Workman Street in the Lincoln Heights community of the City. This 2.87-acre property includes a play area, recreation center, senior citizen center, playground and parking lot. Approximately 11,046 City residents live within a one-half mile walking distance of Lincoln Heights Recreation Center.

On March 18. 2021, the Board of Recreation and Park Commissioners approved the final plans for the Lincoln Heights Recreation Center – Park Improvements (PRJ21376) Project (Report No. 21-052). The project was awarded \$4,843,300 in Proposition 68 Funds. The project will include an art component as part of the Public Works Improvements Arts Program. The project is currently under construction and is anticipated to be completed in August 2023.

Proposed Art Installation: "The Gate of the Feathered Serpent"

The proposed art installation named "The Gate of the Feathered Serpent" is a decorated gate highlighting the celebration of joint Aztec and Mayan heritage. The artist worked with common shared imagery that provides simple monumental community beautification and affirmation of the legacies of Aztec and Mayan descendants in Los Angeles. The serpent god slides towards the entrance; his human and bird avatars appear on the entrance gate. Three points of continuity with the center and Los Angeles were incorporated:

1. The mountain ranges behind the serpent, signifying the Central American and Mexican Sierra Madre through to the Angeles, San Gabriel, and Santa Monica ranges locally.

2. The skyline of the City of Los Angeles being spoken into existence between the two persons.

3. Both characters rest on a Meso-American stylization of a joint soccer and basketball, indicating the primary sports at the community center.

The Public Art Application with the gate renderings is attached as Exhibit A.

The size of the entrance gate measures approximately 12' wide by 8' high (6' wide for a single door), with two additional side panels on either side that measure approximately 4' wide by 8' high. The remainder of the existing tubular steel fencing along the front of the community center and around the perimeter of the park will not be designed by the artist. The details of the location are referenced in Exhibit B.

The expected date for completion of this Art would be by August 2023 but the installation will be coordinated with RAP. The gate is expected to be installed for at least 25 years with proper maintenance.

Artist Selection:

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

In October 2022, The Department of Cultural Affairs (DCA) invited 6 artists from a prequalified list from the Request For Proposals (RFP) that DCA released in 2021 for the project located at Roger Jessup Park with CD 7, and with defined reputations and experience in creating decorative gates and working in metal; these artists were asked to develop a gate proposal. DCA invited the top 5 artist to develop proposals for the Lincoln Heights project on the December 8, 2022 meeting, detailed in Exhibit C. Three (3) qualified artists accepted the invitation and presented proposals, Miles Lewis + Frankie Vasquez, LT Mustardseed, and Yumi Kiyose.

On December 8, 2022 DCA convened a panel of independent art professionals and Recreation and Parks representatives.

Based on the quality, artistic merit, and appropriateness of their past work, as well as their professionalism on their research and presentation, Miles Lewis Enterprises Inc. was awarded the public art commissions for the Lincoln Heights Recreation Center.

Miles Lewis is a Los Angeles native and a long term resident of Woodlands Hills, with a deep investment in public art. His artwork has been exhibited internationally and featured in prominent public spaces such as California State University, Northridge (CSUN), Café Gratitude, and the LA City Council District 3 office.

Funding Source:

The approval of this installation will have no impact on RAP's General Fund. The proposed art installation is through the City's Public Works Improvements Arts Program, which mandates that a one percent of the total construction cost is set aside for public art projects.

Community Outreach:

RAP had several meetings with the community before submitting the Prop 68 application. A record of the outreach done can be found in the Prop 68 Grant proposal for Lincoln Heights Recreation Center. The community of Lincoln Heights would like to see the history and culture of the neighborhood presented in the gate design. The community has expressed a strong interest in having art that honors the Aztec and Mayan cultural themes that pay homage to the strong Mexican American history of the neighborhood. DCA is now seeking RAP's approval for the proposed art installation.

Maintenance:

The will be coated with a two-part water based urethane anti-graffiti coating. The Department of Cultural Affairs is responsible for the long-term care and maintenance of the public artwork created through the Public Works Improvements Arts Program. The artists are contractually required to provide a Maintenance Manual to DCA. The contract is currently being executed. A copy of the unexecuted contract is attached as Exhibit D.

Requested Action:

RAP and DCA staff is seeking conceptual approval from the Facility Repair and Maintenance Commission Task Force before moving this proposal forward to the full RAP Commission.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

Attachments:

- 1. Exhibit A Submission to the Department of Recreation and Parks (Original Art Proposal)
- 2. Exhibit B Site Project Plans and Location Map
- 3. Exhibit C Panel Review Request For Proposal (RFP) For a New Public Art Opportunity In Council District 1
- 4. Exhibit D Draft Contract Between City of Los Angeles and Miles Lewis Enterprises

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Application (Rev. 08/2014)

Date: March 1, 2023

1. Applicant: (Individual name or organization, address, email, telephone):

Department of Cultural Affairs, Martica Stork : martica.stork@lacity.org

 Project Title/Description (attach separate sheet if required): The Gate of the Feathered Serpent project focus on a celebration of joint Aztec and Mayan heritage. the artist worked with common shared imagery that provides simple monumental community beautification and affirmation of the legacies of Aztec and Mayan descendents in Los Angeles.

3. Project Location/Street Address: Lincoln Heights Recreation Center 2303 Workman Street

4. Council District of Project Location: CD 1

5. Artist(s) Information (attach separate sheet for multiple entries, if required):
 Name: <u>Miles Lewis</u> Address: <u>5201 Collier Pl. Woodland Hills, CA 91364</u>

Email(s): miles.h.lewis@gmail.com Telephone(s): (818) 390-2215

6. Estimated Cost of Project (Materials, Labor, Insurance, etc.): \$66,000

- 7. Expected Length of Time for Installation: one month
- 8. Expected Lifespan of Project: (3 years, 5 years, 7 years, other,) 10 year maximum: <u>25 years</u>
- 9. Who will be responsible for maintaining the project during its lifespan? (attach separate sheet if required)

Name:	City of Los Angeles	Address:	201 N. Figueroa St. #1400, LA 90012
Email:	pad@lacity.org	Telephone:	

- 10. Do you have a signed contract with the artist regarding the proposed project? Y or N The contract is currently being executed. A copy of the unsigned contract is attached.
- 11. Do you have a signed contract with the artist addressing the duration the project will remain in place, project maintenance, and/or removal of the project from park property? Y or N See above answer.

12. If "Yes" to either of 10 or 11 above, please attach one (1) copy of each contract.

13. See "Required Documentation" sheet for additional information and requirements.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Proposal Required Documentation (Rev. 08/2014)

All requested items and copies of requested documents must be submitted to RAP before an application can be processed and scheduled for an initial review.

- A. Application Form;
- B. Artist(s) Resume(s) please be sure the resumes list other past public art projects the artists have done, with descriptions, locations, and dates of each project.
- C. Relevant Press one review (one page maximum) of the artist's work or the applicant's work.
- D. Written Narrative (maximum two pages) in the order they appear below. Please address and include a description of the following items:
 - 1. Funding Source(s) Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed.
 - 2. Artist Selection Process How was the artist selected? How many artists were interviewed/considered?
 - 3. Design How was it derived?
 - 4. Community Context How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.
 - 5. Production Process How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production the artist, the artist and assistants, or the artist and students?
 - 6. Maintenance Identify (name, address, email, telephone) the individual who will arrange to have the project cleaned and/or repaired. With what funds and for how long is this maintenance commitment? Describe the process you have developed to maintain the installation over its lifespan. Attach a signed letter or other documentation from the individual responsible for this maintenance commitment indicating his/her acceptance of this responsibility.
 - 7. Agreement Regarding Anti-Graffiti Coating Application of an anti-graffiti coating is mandatory. Attach a letter or other correspondence showing that an anti-graffiti coating has been arranged.

E. Detailed Sketch and/or Drawing – Colors and details must be accurately indicated and rendering must be to scale. Indicate the precise area of the park where the project is proposed. Provide a photograph of the proposed location with an overlay of the proposed project at scale. (7 copies)

F. Color Photographs of the Site and Surroundings – Show adjacent buildings, buildings across the street, and local landmarks that indicate the flavor of the neighborhood. (7 copies)

Miles Lewis

- B. Artist Resume (See attachment)
- C. Relevant Press (N/A)
- D. Written Narrative:
- 1. Funding Source:

Funding for the project was secured through the City's successful CA State Parks' Proposition 68 Statewide Park Program Grant Awards application submitted by the Department of Recreation and Parks

2. Artist Selection Process:

In October 2022, DCA invited 6 artists from a prequalified list with defined reputations and experience in creating decorative gates and working in metal; they were asked to develop a gate proposal. Three (3) qualified artists accepted the invitation and presented proposals.

On December 8, 2022 DCA convened a panel of independent arts professionals and Recreation and Parks representatives.

Based on the quality, artistic merit, and appropriateness of their past work, as well as their professionalism of their research and presentation, Miles Lewis Enterprises Inc. was awarded the public art commission for the Lincoln Heights Recreation Center.

3. Design:

The Gate of the Feathered Serpent design derives from the initial prompt from the preliminary community meetings requesting that the design of the project focuses on a celebration of joint Aztec and Mayan heritage. With no further specification on details, symbols, or the interaction between these two diverse ancient cultures, the artist worked with common shared imagery that provides simple, monumental community beautification and affirmation of the legacies of Aztec and Mayan descendents in Los Angeles. The subject became the Aztec god Quetzalcoatl and his Mayan analogue Kukulkan. This subject was easily adapted to the format of the gates. The serpent god slides towards the entrance; his human and bird avatars appear on the entrance gate. Three points of continuity with the center and Los Angeles were incorporated:

- 1. The mountain ranges behind the serpent, signifying the Central American and Mexican Sierra Madre through to the Angeles, San Gabriel, and Santa Monica ranges locally.
- 2. The skyline of the City of Los Angeles being spoken into existence between the two persons.
- 3. Both characters rest on a Meso-American stylization of a joint soccer and basketball, indicating the primary sports at the community center.

4. Community Context:

The design fits within the existing physical environment perfectly. It is explicitly adapted for the existing space. It will have the same color, and be composed of the same base material. Additionally, it is designed for safety (avoiding sharp edges and pinch points) and has the same maintenance routine as the existing fence. Its theme is directly and obviously responsive to the initial request for a combination of Aztec and Mayan aesthetics. As public imagery for a family audience, it does not depict violence, nudity, or political content.

5. Production Process:

FABRICATION:

The design will be carved out of 1/8" steel. The materials will be sourced by Frankie Vasquez through his company, Roberto's Wrought Iron. Frankie and Miles will finalize the working drawings and deliver the

materials and production template to Waterjet Natural Cutting, Inc. in Chatsworth or another suitable waterjet or laser cutting operation.

INSTALLATION:

Frankie and Roberto's Wrought Iron will retrieve and prepare cut metal elements for application to the gate and fencing. Frankie and Miles will schedule and supervise installation, observing all applicable safety measures, and coordinating with DCA as necessary. They will make sure that all metal edges are safe for possible public interaction. They will weld, powder coat, and apply any other necessary protections to the design.

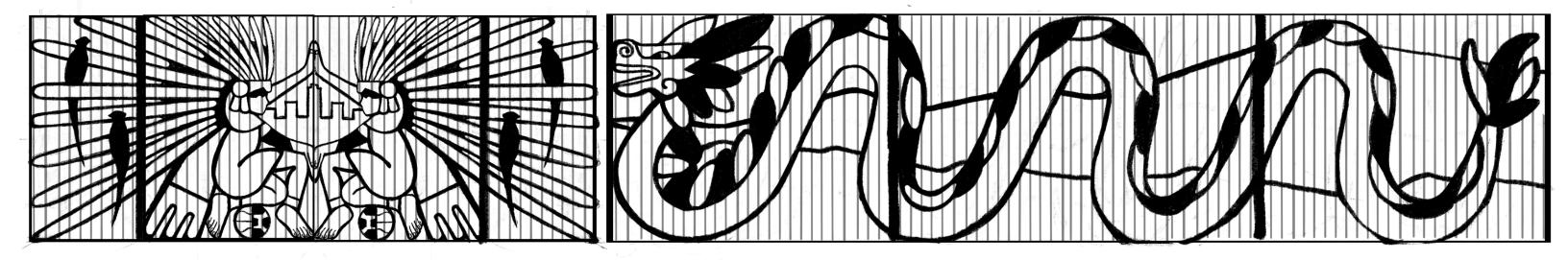
6. Maintenance:

The artists are contractually required to provide a Maintenance Manual to the Department of Cultural Affairs. The artwork will be coated with a top of the line two-part water based urethane anti-graffiti coating. The City is responsible for the long-term care and maintenance of public artwork created through the Public Works Improvements Arts Program.

The contract is currently being executed. A copy of the unexecuted contract is attached. The contract describes the City's commitment to maintain the installation over its lifespan,

7. Agreement Regarding Anti-Graffiti Coating:

(See attachment)



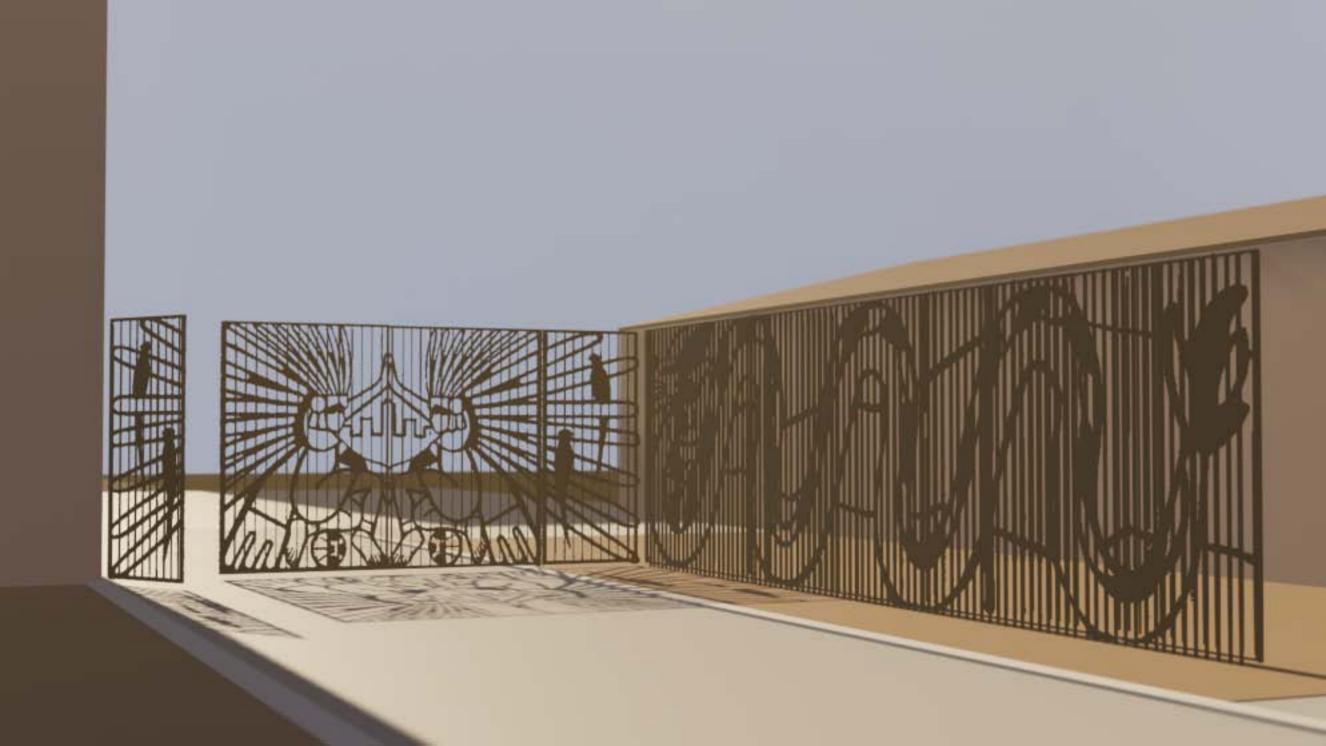
























MILES LEWIS - ARTIST

CONTACT 818-390-2215 miles.h.lewis@gmail.com	 Summary Bio: Public Artist, working with private and public patrons. Fine Artist, exhibited internationally. 		
5210 Collier PI. Woodland Hills, CA 91364	 Director of the Valley Art Workshop, designing and implementing educational curricula for 100's of students of all ages. (<u>valleyartworkshop.com</u>) 		
SITE mileslewisstudio.com	 Board of Directors of 11:11 A Creative Collective, the premier public arts organization in the San Fernando Valley. (<u>1111acc.org</u>). 		
HARD SKILLS	Education 2013	California State University, Northridge (CSUN)	
Drawing		(BA, Summa Cum Laude – Fine Arts, Printmaking Focus)	
Painting	Public Art Pi	rojects	
Watercolor	2023	Portraits of El Segundo's Future - COMMISSIONED PAINTINGS Commissioner: City of El Segundo	
Illustration		Location: TBD	
Digital Painting	2023	Gate of the Feathered Serpent - METAL SCULPTURE Commissioner: LA DCA	
Photoshop		Location: Lincoln Heights Recreation Center, LA (IN PROGRESS)	
SOFT SKILLS	2023	Painting and Exhibit Production for Tree-logy Concert Commissioner: Soraya Performing Arts Center	
Master Teacher		Location: Soraya, Performing Arts Center, CSUN (IN PROGRESS)	
Project Coordinator	2022	"Garden Matador" - MURALS	
Event Production		Commissioner: Institute of Sustainability, CSUN Location: CSUN Sustainability Teaching Garden	
Team Leader	2021	"Kiss The Ground" - MURAL	
Communications		Commissioner: California Arts Council Location: Cafe Gratitude Parking Lot, Larchmont Blvd.	



021	<i>"Oak Tenders" - MURAL</i> Commissioner: California Arts Council Location: LA City Council District 3 Office
020	"More People Than You Know" - ELECTRONIC DISPLAY Commissioner: Metro LA Location: On screens throughout LA Metro transit system
019	<i>"Toolbox Staircase Suite" - MURAL</i> Commissioner: Toolbox LA

Location: Toolbox LA Stairwell, Chatsworth, CA

Public Art Event Production:

2022	Tarzana Native Plant Fair Director and programmer for this arts and environmental educational festival at the Tarzana Community & Cultural Center. <u>tarzananativeplantfair.com</u>
2019	Paper Earth Fair Director and programmer for this arts and environmental educational festival at the Tarzana Community & Cultural Center. paperearth.org
2016-2019	Reseda Rising Educational and environmental programmer and sustainability consultant for the biggest art fair in the San Fernando Valley. 1111acc.org/resedarisingfestival

Solo Exhibitions

2013 Miles Lewis, 55 limited, Berlin, Germany

Selected Group Exhibitions

2019 2017	<i>Toolbox Inaugural Exhibition</i> , Toolbox LA, Chatsworth, CA When Line Becomes Form, Brand Library Gallery, Glendale, CA
2016	BIG Etching Exhibition, Aberystwyth University, Wales, UK
	Made in Long Beach, Made in Long Beach, Long Beach, CA
2015	Illuminate, Surrogate Gallery Projects, Pasadena, CA
	Metamorphosis, Fifth Colum Studio, Los Angeles, CA
	10th National Juried Exhibition, Axis Gallery, Sacramento, CA
	We're Here, We're Queer, LGBT Center Orange County, Santa
	Ana, CA
	<i>Camera Obscura Residency Exhibition</i> , Camera Obscura, Santa Monica, CA
	Group Show #6, Blackstone Gallery, Downtown LA, CA
2014	Autumn Group Show, 55 limited, Berlin, Germany
	The Man Show, Cope Studios, Glendale, CA
	Beats and Pieces Inaugural Group Show, 11:11 A Creative
	Collective, Tarzana, CA
	Pumpkin Pie, Daniel Rolnik Gallery, Santa Monica, CA
	August Group Show, Blackstone Gallery, Downtown LA, CA

Residencies	
2015	Camera Obscura, Santa Monica, CA January through the end of February. Co-resident with Zeina Baltagi. An inuagural and temporary education/ production printmaking program at the historic Camera Obscura building. Moderated the "Printers' Tea", a panel discussion on printmaking with various representatives of the LA print community.
2013	55 limited, Berlin, Germany Focus on historical photogravure and etching techniques.
2013	Elsewhere Studios, Paonia, CO Focus on photography and painting techniques.
Teaching	
Now-2009	Director, Valley Art Workshop, Woodland Hills, CA Coordinator for educational programming and professional artists' production. Instructor for foundational and college preparatory programming.
Now-2016	San Fernando Valley Regional Educator, LACMA Regional educator proposing and directing community educational workshops.
2016	Visiting Artist, Cal State University Channel Islands, Ventura, CA Panel member providing professional advise to university undergraduates.
2016-2014	Educare and Independent LAUSD Instructor Teacher for after-school drawing academies at: Valley Academy of Arts and Sciences, Granada Hills, CA Cesar Chavez Learning Academies, San Fernando, CA
2015	Visiting Artist, Cal State University Long Beach, Long Beach, CA Local printmaking professional providing critique and professional advise to the graduate printmaking program.
2013	Technique Presentation: -Relief Block Printing, Craft and Folk Art Museum, Los Angeles, CA -Direction of Screenprinting Workshop for CSUN Painting Guild, CSUN -Encaustic and Egg Tempera Painting Demonstration, CSUN

2012	Workshop Presenter/Volunteer: -Monotype Workshop, Los Angeles Printmaking Society's First Annual Monothon, CSUN -Polyester Plate Lithography, CSUN
	-Encaustic Painting Techniques, Artists' Enclave Studio, Woodland Hills, CA
2008-2006	Assistant Teacher and Administrator, Valley Art Institute,
	Woodland Hills, CA
	Assistant for the college-preparatory drawing and painting programs.
Organizations	
Now-2012	11:11 A Creative Collective – 1111acc.org Board of Directors - associate organizer for Reseda Rising, SFV art festival
Now-2013	Los Angeles Printmaking Society – Artist Membership
2013-2012	Vice-President of the CSUN Printmaking Society
	Planned and hung "Singles & Series" (2012) and
	"Matrix" (2013) shows.
Bibliography	
2014	art inclusion. Issue 1, The Knicknackery
2013	Bogdanov, Alexander, "Contract Between the Administrator and
0010	the Artist", UCSB MFA Thesis Exhibition, 2013
2013	Jerger, Holly, "LA Print Edition 3," LA Printmaking Society's Interleaf, Spring 2013
2011	Campos, Braulio, "Painting Through Change,"
2011	CSUN Daily Sundial, vol. 53 (November 2011): 50
Online	
2014	Interview Feature on Respecting the Process Podcast
2013	November Feature - Figure50.com
2013	The Telephone Project - Transmission Project, Satellite Press - satellitecollective.org

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

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KAREN BASS MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400 LOS ANGELES, CA 90012 213.202.5500 TEL 213.202.5513 FAX culturela.org WEB

> DANIEL TARICA GENERAL MANAGER

February 28, 2023

Department of Recreation and Parks Planning, Maintenance and Construction

To Whom It May Concern,

The City of Los Angeles requires artwork commissioned through the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract with the City of Los Angeles. As long as proper maintenance is performed on the artwork it should at least 25 years.

The City is responsible for the long-term care and maintenance of public artwork created through its Program, including anti-graffiti protection. Artwork will be coated with a two-part water based urethane anti-graffiti coating.

DCA maintains all artworks and our standard artist contract template for design/fabrication/installation specifies that.

Best regards,

Martica Stork Program Manager, Public Percent for Art City of Los Angeles Department of Cultural Affairs [DCA] Public Art Division



EXHIBIT B

KEY

FOCUSED AREA IMPROVEMENTS

NEW FITNESS EQUIPMENT

- PARK AND FIELD LIGHTING - BASKETBALL COURT REFURBISHMENT

- PARKING LOT REFURBISHMENT WITH PERMEABLE PAVING

NEW WALKWAY

GENERAL IMPROVEMENTS

- ADA UPGRADE - NEW DRINKING FOUNTAINS

AZTEC THEMED ART

PARK LIGHTING

- PARK FENCING - LANDSCAPE AND IRRIGATION

BUILDING IMPROVEMENTS - NEW AIR CONDITIONING - RESTROOM UPGRADES

- NEW SYNTHETIC SOCCER

- NEW SWINGS

- NEW PICNIC AREA

- NEW FITNESS EQUIPMENT



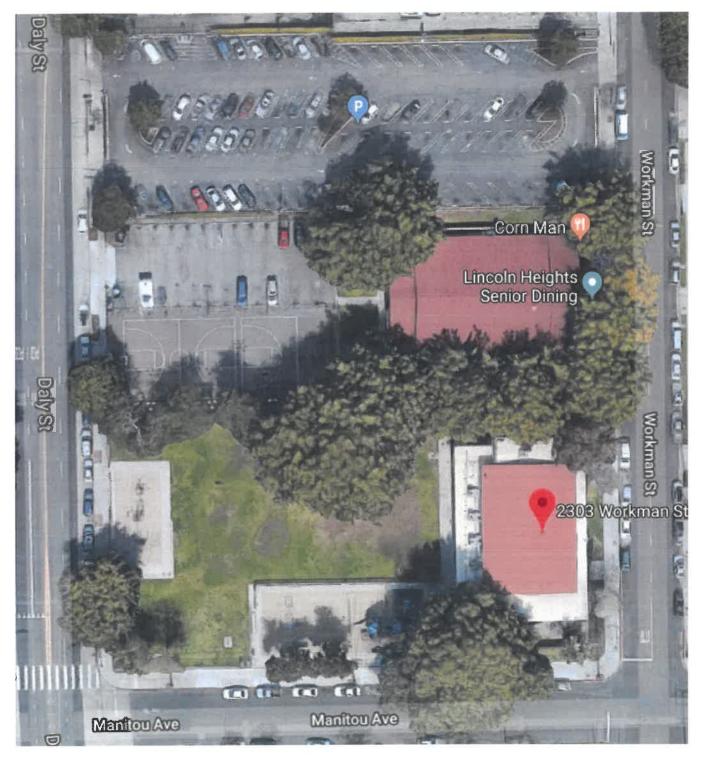


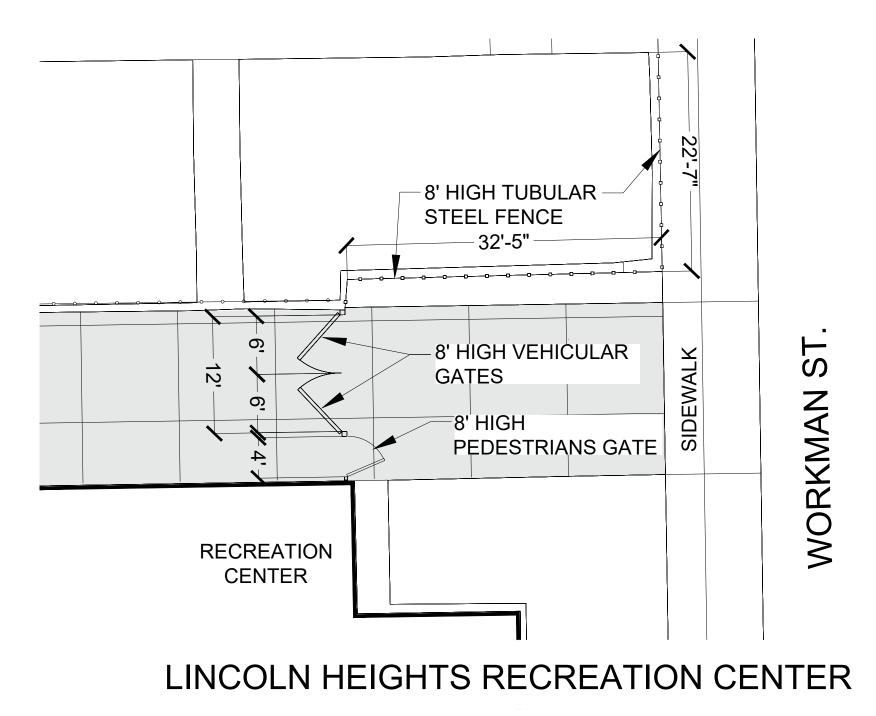
MANITOU AVENUE

LINCOLN HEIGHTS RECREATION CENTER - CD 1 PRELIMINARY DESIGN PROPOSITION 68

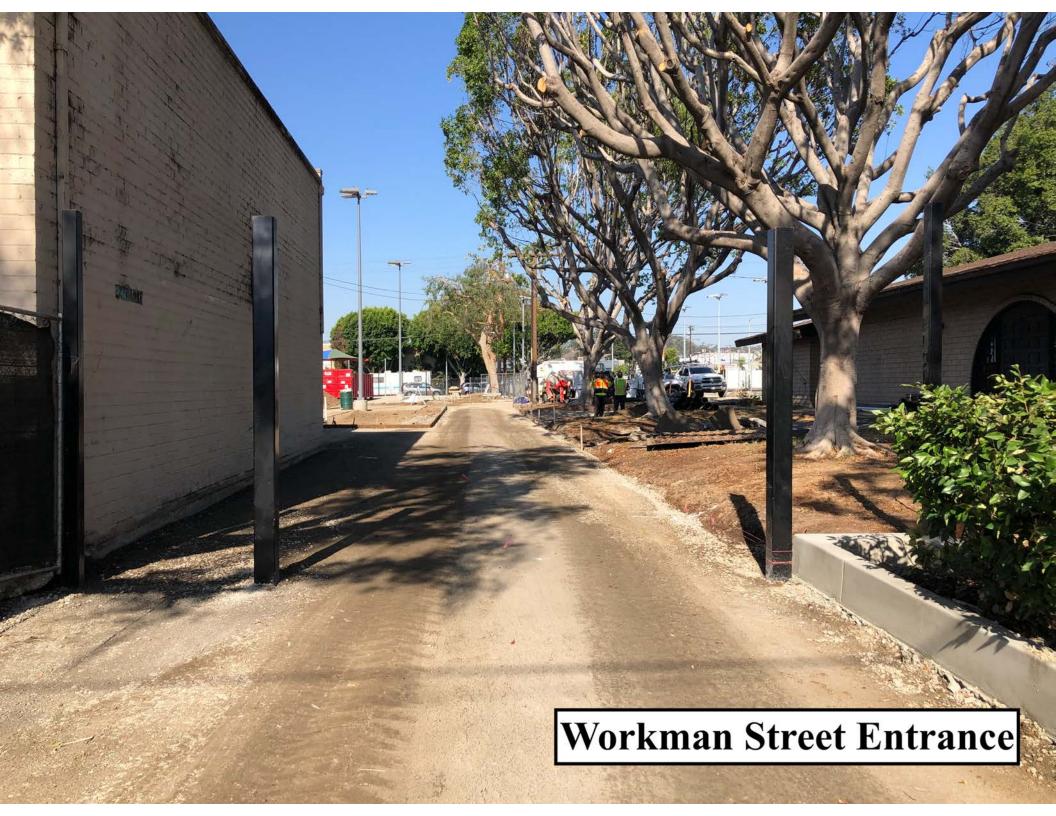


CITY OF LOS ANGELES DEPARTMENT OF RECREATION & PARKS















Lincoln Heights Recreation Center—North Facing Playground



CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

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EVONNE GALLARDO CHARMAINE JEFFERSON RAY JIMENEZ ERIC PAQUETTE ROBERT VINSON



ERIC GARCETTI MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400 LOS ANGELES, CA 90012 213.202.5500 TEL 213.202.5513 FAX culturela.org WEB

> DANIEL TARICA INTERIM GENERAL MANAGER

DEAR ARTIST:

On behalf of the Department of Cultural Affairs, we are pleased to inform you that you are being invited to develop a public art proposal for the Lincoln Heights Recreation Center. The Department of Cultural Affairs (DCA) and Council District One are committed to enhancing the Lincoln Heights Recreation Center to make the space a more vibrant recreational amenity for the community of Lincoln Heights. It is with this intention that DCA and the Office of the First District are seeking an artist to design, fabricate, and install an artistically designed decorative gate that will signify a welcoming entrance to the center, utilizing uniquely designed aesthetics to reflect the identity of the community.

The Lincoln Heights Recreation Center is located at 2303 Workman Street, Los Angeles, CA 90031. The park renovations will improve recreation features and major amenities at the center. The overall park construction will include a new synthetic soccer field, picnic areas, fitness zones, a basketball court, a walking trail, and a remodeled playground.

The size of the entrance gate measures approximately 12' wide by 8' high (6' wide for a single door), with two additional side panels on either side that measure approximately 4' wide by 8' high. The selected artist will design, fabricate and install a uniquely aesthetic decorative iron gate at the entrance of the Lincoln Heights Recreation Center. The remainder of the tubular steel fencing along the front of the community center and around the perimeter of the park will not be designed by the artist. See attached photos and fact sheet.

The community of Lincoln Heights would like to see the history and culture of the neighborhood represented in the gate design. The community has expressed a strong interest in having art that honors the Aztec and Mayan cultural themes that pay homage to the strong Mexican American history of the neighborhood. The artwork should be completed by August 2023.

DCA has invited a limited number of artists with defined reputations and experience in creating decorative gates and who work in metal.

The budget for the project is **\$66,000** and funding is provided through a Proposition 68 grant. Project budgets must cover all costs associated with the design, fabrication, and installation of the decorative gate

including engineering and city permits as required. The City will prepare the site for the artist for the purpose of supporting and facilitating the implementation of the art project.

Your proposal package should include the following items in one PDF package:

- Written narrative of proposed project concept, including your approach to community engagement.
 - Description of the artwork fabrication, installation, and proposed maintenance methods
 - Renderings of proposed artwork
 - Itemized budget
 - Timeline for fabrication and installation

Participant artists are encouraged to register on the Regional Alliance Marketplace for Procurement also known as RAMP. If you are a new applicant, go to rampla.org to register to bid for a City of Los Angeles business commission, grant, or contract. Technical support for RAMP may be requested by emailing supportramploa@lacity.org. Sometime thereafter you may receive requests from RAMP to verify your location, the percentage of your workforce that lives in the City of Los Angeles, your status as a minority owned/operated business, and your status as a woman owned/operated business. We encourage you to respond accurately so that individual artists are understood as a significant contributor to equity in our city. If you have previously received commissions, grants, or contracts from the City of Los Angeles, then you have already registered on RAMP [previously BAVN].

Should you have any questions regarding the site walk-through meeting, please feel free to contact me at <u>Martica.stork@lacity.org</u>. We very much look forward to the possibility of working with you on this project.

Sincerely,

MStork

Martica Stork Arts Manager Public Art Division

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

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THIEN HO VICE PRESIDENT

EVONNE GALLARDO CHARMAINE JEFFERSON RAY JIMENEZ ERIC PAQUETTE ROBERT VINSON



ERIC GARCETTI MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400 LOS ANGELES, CA 90012 213.202.5500 TEL 213.202.5513 FAX culturela.org WEB

> DANIEL TARICA GENERAL MANAGER

Thursday, December 8, 2022 | 10:00 AM – 12:00 PM Department of Cultural Affairs, Public Art Division, Public Percent for Art PANEL REVIEW REQUEST FOR PROPOSALS (RFP) FOR A NEW PUBLIC ART OPPORTUNITY IN COUNCIL DISTRICT 1

AGENDA

Panelists: Fabian Debora, Executive Director, Homeboy Art Academy Rochele Gomez, Independent Arts Professional Mark Leung, Architect, Department of Recreation and Parks

Facilitators: Felicia Filer, Director of Public Art, DCA Pau Pescador, Arts Associate, DCA Martica Stork, Arts Manager, DCA Bridget De Maria, Arts Associate, DCA

VIRTUAL MEETING

https://us02web.zoom.us/j/87911241344

Meeting ID: 879 1124 1344

AGENDA

10:00AM- 10:15AM WELCOME / PANEL DAY PROCEDURES PROJECT INTRODUCTION - MARK LEUNG, ARCHITECT / 5 min.

 10:15AM- 11:45AM
 REVIEW OF ART PROPOSAL + ARTIST INTERVIEWS /SELECTION PROCESS

 PROPOSALS INCLUDE:
 WRITTEN NARRATIVE / CONCEPTUAL APPROACH

 ③DESCRIPTION OF THE ARTWORK, FABRICATION, INSTALLATION AND
 MAINTENANCE METHODS

 ③COMMUNITY ENGAGEMENT APPROACH
 @RENDERINGS OF PROPOSED PROJECT

 ④ITEMIZED BUDGET
 ④FABRICATION + INSTALLATION TIMELINE



1 PROPOSAL #1	10:15AM-10:45AM
2 PROPOSAL #2	10:45AM-11:15AM
3 THE GATES OF THE FEATHERED SERPENT MILES LEWIS & FRANKIE VASQUEZ / 15 Min. Panel Questions 10 min. Scoring 5 min.	11:15AM-11:45AM

11:45AM –12:00PM FINAL DELIBERATIONS

ADJOURN

PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND Miles Lewis Enterprises Inc.

THIS AGREEMENT is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter "CITY"), through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter "DEPARTMENT"), and Miles Lewis Enterprises Inc. (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with CITY's Public Works Improvements Arts Program (hereinafter "PROGRAM"), implemented and administered by DEPARTMENT, pursuant to CITY's Administrative Code Section 19.85; and

WHEREAS, CITY authorizes payments to fund public arts projects administered by PROGRAM, including: acquisition or placement of publicly accessible works of art; acquisition or construction of arts or cultural facilities; provision of arts or cultural services; and/or restoration or preservation of existing works of art; and

WHEREAS, to accomplish this purpose, CITY desires to contract with people who possess the necessary knowledge, experience, and professional expertise to execute public arts projects; and

WHEREAS, the Department of Recreation & Parks of CITY (hereinafter "AGENCY") has allocated funds for the selection, purchase, and placement of a public arts project in compliance with PROGRAM; and

WHEREAS, a shortlist of artists was established based on qualifications of each artist's skills, talent, and expression, and CONTRACTOR was selected from the established shortlist and asked to develop a proposal for the public arts project (hereinafter "ARTWORK") at the Lincoln Heights Recreation Center (hereinafter "PROJECT SITE"); and

WHEREAS, CONTRACTOR has been selected by a panel of experts from among the shortlist of artists invited to develop a proposal and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT in public space located at PROJECT SITE; and

WHEREAS, CONTRACTOR has demonstrated the ability to create and design ARTWORK to satisfy the needs identified by DEPARTMENT; and

WHEREAS, CITY wishes to promote and maintain the integrity and clarity of CONTRACTOR's ideas and statements as represented by ARTWORK; and

WHEREAS, per CITY Charter Section 371(e)(2), the General Manager of DEPARTMENT finds that the services to be performed are of an expert, technical, and special nature, as well as occasional and temporary, and for these reasons, competitive bidding is not practical or advantageous.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this AGREEMENT is to provide CONTRACTOR with a total amount of \$66,000 in funding for the design, fabrication, and installation of ARTWORK at PROJECT SITE, wherein services rendered shall comprise SCOPE OF WORK pursuant to SECTION 4.
- B. CITY and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform the timely performance of their respective obligations pursuant to this AGREEMENT.

SECTION 2. DEFINITIONS

AGENCY-the Department of Recreation and Parks of CITY.

ARTWORK—GATE OF THE FEATHERED SERPENT is an artistically designed decorative gate representing the Mayan and Aztec cultural influences in Lincoln Heights

CITY-the CITY OF LOS ANGELES, a municipal corporation.

COMMISSION-the BOARD OF CULTURAL AFFAIRS COMMISSIONERS of DEPARTMENT of CITY.

CONTRACTOR—Miles Lewis Enterprises Inc., 5201 Collier Pl., Woodland Hills, CA 91364

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

- MAINTENANCE MANUAL—a comprehensive manual prepared and submitted by CONTRACTOR, detailing all required and suggested maintenance related to ARTWORK, and subject to review and written acceptance by DEPARTMENT and AGENCY.
- NOTICE OF FINAL ACCEPTANCE—written notice issued by DEPARTMENT, verifying CONTRACTOR's completed installation of ARTWORK as specified in WORK PLAN as approved by COMMISSION, subject to CITY's final inspection and approval of ARTWORK installation.
- NOTICE TO PROCEED—written notice issued by DEPARTMENT, authorizing CONTRACTOR to initiate fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate fabrication prior to receipt of such notice.
- PROJECT SITE—Lincoln Heights Recreation Center, 2303 Workman St., Los Angeles, CA 90031
- RECEIPT OF VERIFICATION—written notice issued by DEPARTMENT, verifying CONTRACTOR has completed fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate transportation or installation of ARTWORK at PROJECT SITE prior to receipt of such notice.
- RELEASE OF ALL CLAIMS—a document prepared and provided by CITY, for CONTRACTOR to review, sign, and submit, thereby fully releasing, acquiring, and discharging CITY from all claims, actions, causes of action, demands, damages, costs, expenses, attorney fees, obligations, and/or liabilities related to work performed under this AGREEMENT, applying to all unknown and all unanticipated damages, as well as to injuries and damages now known, disclosed, or anticipated that may result from or arise out of this AGREEMENT, or to the effects or consequences thereof.
- SCOPE OF WORK—CONTRACTOR'S RESPONSIBILITIES; TERM, REQUESTS FOR PAYMENT & REMUNERATION; DELIVERY & ACCEPTANCE; MAINTENANCE, REPAIRS & RESTORATION OF THE WORK; and ENGINEERING CONFORMANCE & PROTECTION OF WORK; pursuant to SECTIONs 4; 10; 11; 12; 18; and 25.
- WORK PLAN—an established schedule with specific dates and milestones, including an itemized budget, work phases, and meetings for execution and delivery of ARTWORK, prepared by CONTRACTOR in consultation with DEPARTMENT and AGENCY.
- WORK PRODUCTS—all materials, tangible or not, created in whatever medium under this AGREEMENT, including without limitation to artworks, audio-visual, reports, drawings and sketches, schematics, marks, logos, graphic designs, and all other intellectual property.

SECTION 3. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

- A. Parties to this AGREEMENT:
 - 1. CITY, a municipal corporation, chartered by the STATE OF CALIFORNIA, acting by and through DEPARTMENT.
 - 2. Miles Lewis Enterprises Inc.

B. Representatives of the Parties.

The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representative of CITY, unless otherwise stated in this AGREEMENT, shall be:

Martica Stork, Public Art Division City of Los Angeles Department of Cultural Affairs 201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012 213 202-5544 </br>

2. The representative of CONTRACTOR shall be:

Miles Lewis 5201 Collier Pl., Woodland Hills, CA 91364 miles.h.lewis@gmail.com

- C. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. CONTRACTOR shall give written notice to CITY detailing any change(s) in the name and/or address of the person designated as the representative of CONTRACTOR for receipt of notices, demands, or communications, within five (5) days of any such change(s).
- E. The relationship of the parties under this AGREEMENT is, and at all times shall remain, solely that of independent contractors to each other. Neither DEPARTMENT nor CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

SCOPE OF WORK contained in this AGREEMENT encompasses the full execution of ARTWORK, including construction documents, feasibility study, engineering, production, fabrication, transportation, inspection, installation, maintenance plan, and presentation to community and approving bodies.

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within sixty (60) days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within sixty (60) days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.

- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 20.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design for AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.

- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.
- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 20.

SECTION 5. ADDITIONS & CHANGES IN SCOPE OF WORK

- A. CITY, from time to time, may desire to make changes in the services provided by CONTRACTOR under this AGREEMENT. Such changes may revise portions of SCOPE OF WORK previously completed, delete portions of SCOPE OF WORK not yet performed, require performance of additional work beyond original SCOPE OF WORK, and/or make other changes within SCOPE OF WORK to be performed by CONTRACTOR under this AGREEMENT. An amendment shall not modify the overall purpose of this AGREEMENT. In the event of such a desire for CITY to change SCOPE OF WORK, CONTRACTOR has two options:
 - 1. If CONTRACTOR agrees to CITY's requested change(s) in SCOPE OF WORK, then the parties shall agree in the form of a written amendment to this AGREEMENT that includes specifications for any such change(s), including but not limited to, description(s) of services, budget, payment(s), and/or schedule.
 - 2. If the parties are unable to agree to requested change(s) in SCOPE OF WORK, despite best efforts made in accordance with the process outlined in this AGREEMENT, pursuant to SECTION 26, and no resolution is reached, then DEPARTMENT may terminate this AGREEMENT, pursuant to SECTION 20.
- B. CONTRACTOR shall prepare and submit in writing to CITY, for review and written approval(s), any significant change(s) in the cost, scope, design, color, size, material, and/or texture of ARTWORK not in substantial conformity with CONTRACTOR's original public art project proposal. A significant change is one that affects design, fabrication, installation, schedule, site preparation, and/or maintenance of ARTWORK, and/or CONTRACTOR's concept for ARTWORK. No services requiring additional compensation to CONTRACTOR shall be furnished without prior written authorization by DEPARTMENT and AGENCY in the form of a written amendment to this AGREEMENT.
- C. Upon DEPARTMENT's approval of any such change(s), CONTRACTOR shall submit to CITY any relevant, revised construction drawings for ARTWORK, as well as necessary revised maintenance information related to ARTWORK.

SECTION 6. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.

- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 11, PARAGRAPH B.

SECTION 7. CONTRACT ADMINISTRATION

- A. CONTRACTOR shall not subcontract with any CITY's current or former regular employee(s) throughout the term of this AGREEMENT without prior written authorization by DEPARTMENT. If CONTRACTOR desires to subcontract with any third parties to provide services under this AGREEMENT, CONTRACTOR agrees that all such subcontracts shall be bound by the terms and conditions of this AGREEMENT. DEPARTMENT reserves the right to approve and/or reject any subcontract(s) identified by CONTRACTOR to provide services under this AGREEMENT, wherein CONTRACTOR, upon identifying any such subcontractor, shall promptly notify and request written authorization by DEPARTMENT to procure any such subcontractor(s), prior to entering any subcontract and/or procuring any services from a third party.
- B. DEPARTMENT shall coordinate the services to be provided by CONTRACTOR under this AGREEMENT. DEPARTMENT may delegate administration of the AGREEMENT. Wherever this AGREEMENT requires any notice(s) be given to or by CITY, or any determination(s) and/or actions(s) by made by CITY, DEPARTMENT shall so represent and/or act on behalf of CITY.
- C. CONTRACTOR shall determine the artistic expression, scope, design, color, size, material, and texture of ARTWORK, subject to review and written acceptance by DEPARTMENT, AGENCY, and COMMISSION.

SECTION 8. ADDITIONAL PROVISIONS REFERENCE DOCUMENTS

Herein incorporated by reference to this AGREEMENT are "Standard Provisions for City Contracts (rev. 10/17 v.3)", attached hereto and labeled APPENDIX A.

SECTION 9. WARRANTIES

- A. CONTRACTOR shall guarantee all work to be free from faults of material and/or workmanship for a period of no less than one (1) year after installation, free and clear of any liens from any source whatsoever, and not to require any maintenance substantially in excess of that specified by CONTRACTOR in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as specified in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as installed, and shall not apply to material and/or workmanship of ARTWORK that is integrated and/or combined with material acquired from and/or installed by any person or entity other than CONTRACTOR. CONTRACTOR warrants that ARTWORK shall be fabricated such that neither normal environmental exposure nor inherent vice shall cause ARTWORK to require significant conservation for a minimum term of twenty-five (25) years from the date of completed installation of ARTWORK.
- B. CONTRACTOR shall, within the period of guarantee and without additional compensation, correct and/or revise any errors, omissions, and/or other deficiencies in work performed under this AGREEMENT, and make any such correction(s) and/or revision(s) within sixty (60) days of the date of DEPARTMENT's written notice of such errors, omissions, and/or other deficiencies, or within another specified term mutually agreed upon by CONTRACTOR and DEPARTMENT, pursuant to SECTION 12.
- C. CONTRACTOR warrants that, unless otherwise stipulated, ARTWORK is an original and an edition of one (1). CONTRACTOR shall not sell or reproduce ARTWORK and/or allow others to do so without advance receipt of a written license approval issued by CITY, wherein such license approval(s) shall not be unreasonably withheld.

SECTION 10. TERM

The term of this AGREEMENT shall commence December 8, 2022 and terminate December 7, 2024.

SECTION 11. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design, fabrication, and installation of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
 - 1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 - 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$66,000 to provide services under this AGREEMENT, which shall be paid in the following manner:
 - 1. \$16,500 upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 4, PARAGRAPH G.
 - \$26,400 payable in up to two (2) individual payments, upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 4, PARAGRAPH H, and upon DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR, and upon DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 4, PARAGRAPH K.
 - 3. \$13,200 upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 12, PARAGRAPHs A and B.
 - 4. \$9,900 upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N; and upon DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR, upon DEPARTMENT's receipt of no fewer than five (5) highresolution, digital image files of installed ARTWORK, and upon DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 12, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within thirty (30) days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 26.
- D. Invoicing:
 - 1. Invoices shall be submitted to:

Martica Stork, Public Art Division City of Los Angeles Department of Cultural Affairs 201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012 213 202-5544 <Martica.stork@lacity.org>

2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.

- 3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
- 4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.
 - b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
 - c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY's Charter Section 262(a) requiring CITY's Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.

SECTION 12. DELIVERY & ACCEPTANCE

- A. CONTRACTOR shall notify DEPARTMENT in writing when fabrication of ARTWORK is complete and ready to be transported to PROJECT SITE for installation.
- B. DEPARTMENT shall inspect ARTWORK, prior to its transportation to PROJECT SITE, and upon verification of CONTRACTOR's satisfactory fabrication of ARTWORK, DEPARTMENT shall issue RECEIPT OF VERIFICATION to CONTRACTOR.
- C. AGENCY shall prepare PROJECT SITE for safe reception of ARTWORK for installation, wherein all expenses to prepare PROJECT SITE shall be borne by AGENCY unless otherwise specified under this AGREEMENT.
- D. Upon mutual agreement by DEPARTMENT and AGENCY that ARTWORK has been completed and installed satisfactorily, DEPARTMENT shall issue NOTICE OF FINAL ACCEPTANCE to CONTRACTOR and upon DEPARTMENT's acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, and CONTRACTOR's submission of RELEASE OF ALL CLAIMS and no fewer than five (5) high-resolution digital image files of installed ARTWORK to DEPARTMENT, pursuant to PARAGRAPH F of this SECTION, CONTRACTOR may submit to DEPARTMENT invoice(s) for payment of any unpaid monies due under this AGREEMENT.

E. If DEPARTMENT determines that any contractual requirement(s) have not been satisfied, DEPARTMENT shall notify CONTRACTOR in writing within thirty (30) working days of any such determination(s) and withhold issuance of NOTICE OF FINAL ACCEPTANCE until all requirement(s) have been satisfied.

SECTION 13. TITLES IN WORK PRODUCTS

- A. CONTRACTOR shall retain the copyright in and to ARTWORK, as provided by federal law. CITY shall have all and exclusive rights of ownership, possession, and enjoyment of ARTWORK, which shall be single-edition, and upon payment in full, CONTRACTOR shall execute any documents CITY may require to evidence transfer. CITY has sole and exclusive discretion in the use, non-use, and enjoyment of the physical element of ARTWORK, subject to any restrictions contained in this AGREEMENT.
- B. Any and all materials and documents, including but not limited to models, maquettes, drawings, specifications, computations, designs, plans, proposals, digital images, photographs, reports, correspondence, and estimates prepared by CONTRACTOR or subcontractors under this AGREEMENT, are instruments of service and thus shall be owned by CONTRACTOR. At the conclusion of the project, CONTRACTOR shall make available, at CONTRACTOR's discretion, a variety of above-referenced items from which CITY may select one or more to become the property of CITY.
- C. The final ARTWORK shall be unique. CONTRACTOR shall not make any exact duplicate two or three-dimensional reproductions of the final ARTWORK, nor shall CONTRACTOR grant permission to others to do so except with the prior written permission of CITY. However, nothing shall prevent CONTRACTOR from creating future artworks in CONTRACTOR's manner and style of artistic expression.
- D. CONTRACTOR grants CITY and its assigns a nonexclusive irrevocable and royalty-free license to make twodimensional reproductions of ARTWORK and any ARTWORK-related documentary works for non-commercial purposes, including but not limited to reproductions or transmissions used in media publicity, exhibitions, loans and/or collections management, or photographs. Such reproductions and transmissions may include but not be limited to magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, printed and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard CITY activities.
- E. CITY's rights under this license include the right to allow productions at PROJECT SITE for commercial and noncommercial movie, television, video, still photography, or any other content or media which image(s) of ARTWORK may appear without further compensation or notification by CITY to CONTRACTOR.
- F. CITY agrees that, unless CONTRACTOR requests to the contrary in writing, all reproductions of ARTWORK shall credit CONTRACTOR and CITY. CONTRACTOR shall make best efforts in any public showing or résumé use of reproductions to acknowledge CITY with the following credit line: "Commissioned by the City of Los Angeles."
- G. CONTRACTOR shall, at CONTRACTOR's expense, cause to be registered with the United States Register of Copyrights, a copyright of ARTWORK in CONTRACTOR's name.
- H. CITY may desire to make reproductions of ARTWORK for commercial purposes including but not limited to t-shirts, postcards, and posters, pursuant to a separate agreement that shall address the terms of the license granted by CONTRACTOR and the royalty, if any, CONTRACTOR may receive.
- I. CONTRACTOR shall not, during the performance of this AGREEMENT, disseminate media publicity of any kind regarding ARTWORK, SCOPE OF WORK, or PROJECT SITE without prior written approval of CITY.
- J. CONTRACTOR represents and warrants that ARTWORK's design and ARTWORK created under this AGREEMENT are either original, do not infringe upon the intellectual property rights of any third party, or are in the public domain. CITY shall not be liable for any third party claims, actions, judgments, costs, or damages of any type associated with ARTWORK design and ARTWORK provided hereunder that result from any infringement upon the intellectual property of any third party. If any third party infringement is claimed prior to CONTRACTOR receiving payment under this AGREEMENT, CITY shall have the right, upon written notice to CONTRACTOR, to withhold such payment until such claim(s) are resolved.

- K. CONTRACTOR hereby grants CITY all necessary legal standing "in CONTRACTOR's shoes" to enforce CONTRACTOR's copyrights and related rights associated with ARTWORK. However, instituting such enforcement action shall not be a duty of CITY but rather an option to CITY absent timely action by CONTRACTOR. CITY's not instituting the enforcement actions shall not be construed as a waiver of any of its rights at law and in equity. Where CITY undertakes CONTRACTOR's duty to enforce against an infringer for want of timely action by CONTRACTOR, CONTRACTOR shall promptly reimburse CITY for actual costs incurred and prevailing, reasonable attorneys' fees arising out of such enforcement efforts ("Enforcement Expenses"), whether the enforcement efforts result in damages or recovery awarded or a settlement. Where CITY is successful in recovering damages from the infringer(s) in such actions, and upon full reimbursement of the Enforcement Expenses to CITY, CITY shall retain two-thirds (²/₃) of the gross recovery (without deductions of any kind) and distribute the remaining one-third (¹/₃) to CONTRACTOR.
- L. All reproductions by CITY shall contain a credit or attribution to CONTRACTOR and a copyright notice in substantially the following form: "Copyright 20XX [Miles Lewis Enterprises, Inc.]", to the reasonably possible and appropriate extent, as determined by CITY.
- M. CITY's right of ownership includes the right to remove temporarily or permanently, and store ARTWORK in CITY's sole discretion. Further, nothing shall prevent CITY from altering or modifying ARTWORK by reason of business operations necessity, public safely, national security, federal regulations, or other such requirement. In the event that CITY desires to remove ARTWORK permanently, CITY shall give written notice to CONTRACTOR, pursuant to SECTION 14, and give CONTRACTOR the opportunity for a first right to reintegrate ARTWORK, regain ownership of ARTWORK, or disclaim authorship for reason of public safety, national security, or order(s) of the federal government or a court of competent jurisdiction. For avoidance of doubt, installation of ARTWORK at PROJECT SITE does not create any encumbrances on the land or the real estate thereof.
- N. CITY, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s) at PROJECT SITE, for the purposes of identifying CONTRACTOR, the title of ARTWORK, and the year of completed ARTWORK installation, and such plaque(s) shall be reasonably maintained, as more fully described in SECTION 17 of this AGREEMENT. CITY shall have discretion regarding the size, material, construction, and placement of such plaque(s), subject to public safety, maintenance, and operational considerations. The cost of such plaque(s) shall not be borne by CONTRACTOR's budget.

SECTION 14. CONTRACTOR'S RIGHTS

- A. CONTRACTOR and CITY acknowledge that CONTRACTOR may have certain rights under the Visual Artists Rights Act (hereinafter "VARA") and the California Civil Code Section 987 (hereinafter "CAPA"). CITY and CONTRACTOR recognize the importance of CONTRACTOR's moral rights of attribution and integrity, as identified in VARA and CAPA. CITY and CONTRACTOR herein address those statutory rights pursuant to this AGREEMENT.
- B. CONTRACTOR shall have the right to claim authorship of ARTWORK. Further, CONTRACTOR shall have the right to prevent the use of his or her name as the author of ARTWORK in the event of physical defacement, mutilation, alteration, or destruction of ARTWORK.
- C. CITY shall, in its sole discretion, have the right to remove, relocate, or otherwise alter or modify ARTWORK at any time. CITY shall provide ninety (90) days written notice to CONTRACTOR, at CONTRACTOR's last known address, of its intended action affecting ARTWORK. CONTRACTOR acknowledges and understands that the installation of ARTWORK may subject ARTWORK to destruction, mutilation, alteration, or other modification due to the acts of third parties, or to its removal, relocation, conservation, maintenance, storage, or transfer of ownership by CITY.
 - 1. Pursuant to CITY's Administrative Code Section 22.109, no work of art belonging to or in the possession of CITY shall be removed, relocated, or altered in any way without the written approval of COMMISSION.
 - 2. CITY may exercise the option of contracting with CONTRACTOR, under separate agreement, for the consultation and assistance with any relocation, reintegration, or performance of any other services for the benefit of CITY, CONTRACTOR and ARTWORK.
- D. If CITY, in its sole discretion, determines that ARTWORK presents imminent harm or hazard to the public, CITY may authorize its removal without prior notification to CONTRACTOR.

- E. In consideration of the mutual covenants and conditions in this AGREEMENT, and except as otherwise provided for under this AGREEMENT, CONTRACTOR agrees to waive any right that CONTRACTOR may have under VARA to prevent the removal of ARTWORK, or the destruction, distortion, mutilation, or other modification of ARTWORK arising from, connected with, or caused or claimed to be caused by the removal, conservation, maintenance, storage, or transfer of ownership of ARTWORK by CITY or its agents, officers, employees, or representatives, or by the presence of ARTWORK at PROJECT SITE. CONTRACTOR's VARA rights under this AGREEMENT shall cease with CONTRACTOR's death and shall not extend to CONTRACTOR's heirs, successors, or assigns.
- F. In consideration of the mutual covenants and conditions in this AGREEMENT, CONTRACTOR waives any rights which CONTRACTOR or CONTRACTOR's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, defacement, mutilation, alteration, or destruction of ARTWORK.
- G. CITY shall, in its own discretion, have the right to donate, sell, transfer or exchange ARTWORK or ELEMENTS of ARTWORK at any time. CONTRACTOR shall have the right of first refusal. CITY shall provide written notice to CONTRACTOR at CONTRACTOR's last known address, providing CONTRACTOR the opportunity to purchase ARTWORK for an amount equal to either its fair market value as determined by a qualified appraiser or the amount of any offer that CITY has received for the purchase of ARTWORK, whichever amount is greater, in addition to reimbursement to CITY for all costs associated with the removal of ARTWORK from PROJECT SITE, clean-up of PROJECT SITE, and transportation and delivery of ARTWORK to CONTRACTOR. CONTRACTOR shall have ninety (90) days from the date of CITY's notice to exercise the option described herein.
- H. Notwithstanding MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, CITY, in its sole discretion, may determine when and if any maintenance or conservation to ARTWORK shall be made. In the event that such maintenance or conservation results in any substantial alteration, modification, or damage, CONTRACTOR shall have the right to disclaim ARTWORK as CONTRACTOR's creation, and to request that the identification plaque and any attributive references be removed from ARTWORK and reproductions thereof. All maintenance and conservation, whether performed by CONTRACTOR, CITY, or any third party responsible to CONTRACTOR or CITY, shall be made in accordance with professional conservation standards and in accordance with MAINTENANCE MANUAL.
- I. This SECTION is intended to replace and substitute for the rights of CONTRACTOR under VARA and CAPA to the extent that any portion of this AGREEMENT is in direct conflict with those rights. The parties acknowledge that this AGREEMENT supersedes those laws to the extent that this AGREEMENT is in direct conflict therewith.

SECTION 15. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
 - 1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.
 - 2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 16. EARLY COMPLETION OF CONTRACTOR SERVICES

CONTRACTOR shall bear any transportation and storage costs resulting from the completion of services hereunder prior to the time provided for in the approved WORK PLAN.

SECTION 17. IDENTIFICATION

DEPARTMENT, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s), at appropriate location(s), for the purpose of identifying CONTRACTOR, title of ARTWORK, and year of completion of ARTWORK. Such plaque(s) and location(s) shall be subject to the mutual agreement among CONTRACTOR, DEPARTMENT, and AGENCY. Unresolved disputes shall be resolved pursuant to SECTION 26.

SECTION 18. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

- A. Maintenance: DEPARTMENT and AGENCY recognize that maintenance of ARTWORK on a regular basis is essential to the integrity of ARTWORK. DEPARTMENT and AGENCY shall reasonably assure that ARTWORK is properly maintained and protected, taking into account the instructions of CONTRACTOR as specified in MAINTENANCE MANUAL, and shall reasonably protect and maintain ARTWORK against the ravages of time, vandalism, and the elements, subject to provision of funds by CITY's Mayor and Council for such purposes.
- B. Repairs and restoration: DEPARTMENT shall have the right to determine when and if repairs and restorations to ARTWORK shall be made.

SECTION 19. CONTRACTOR'S ADDRESS

CONTRACTOR shall give written notice to DEPARTMENT of any change(s) in his/her address within five (5) days of such change(s). Failure to do so, thereby causing DEPARTMENT to be unable to locate CONTRACTOR as a result shall be deemed a waiver by CONTRACTOR to any rights under this AGREEMENT.

SECTION 20. TERMINATION OF AGREEMENT

- A. DEPARTMENT, by giving fourteen (14) calendar days written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
 - 1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 - 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 - 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.
- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall be come property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.
- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION,

including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.

- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH A of this SECTION.

SECTION 21. RATIFICATION

At CITY's request, CONTRACTOR has begun performance of the services specified herein prior to execution of this AGREEMENT. CITY acknowledges the services previously performed by CONTRACTOR prior to execution, and so ratifies CONTRACTOR's performance of said services since December 8, 2022 to the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT.

SECTION 22. SUCCESSORS & ASSIGNS

This AGREEMENT shall be binding on the parties hereto and their heirs, executors, administrators, successors, and assigns; provided however, that neither this AGREEMENT nor any part hereof, except for monies previously earned and due to CONTRACTOR, may be assigned to anyone without prior written authorization by DEPARTMENT.

SECTION 23. PROHIBITED INTERESTS

- A. CONTRACTOR warrants that s/he has not employed or retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT, to any company or person other than a *bona fide* employee working solely for CONTRACTOR. For breach or violation of this warranty, CITY shall have the right to terminate this AGREEMENT without liability.
- B. CONTRACTOR agrees that for the term of this AGREEMENT, pursuant to SECTION 10, no member, officer, or regular employee of CITY, during his/her employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or any benefit arising therefrom.

SECTION 24. AUDIT & ACCESS TO RECORDS

CONTRACTOR, including all subcontractors, shall maintain records and other evidence of all expenses incurred this AGREEMENT for a period of three (3) years after the termination date of this AGREEMENT, pursuant to SECTION 10. CITY, or any of its duly authorized representatives, for the purpose of audit and examination, shall have access to and be permitted to inspect all such records and other evidence.

SECTION 25. ENGINEERING CONFORMANCE & PROTECTION OF WORK

- A. CONTRACTOR shall coordinate with PROJECT SITE's architect(s) and/or engineer(s) on all related civil, architectural, structural, mechanical, electrical, and other issues as needed to ensure conformance of ARTWORK, and/or any part thereof, to all professional safety and material standards.
- B. CONTRACTOR shall bear all costs for any reasonable civil architectural, structural, mechanical, and/or electrical requirements, and safety and/or material tests as required by CITY for ARTWORK, and/or any part thereof.

SECTION 26. DISPUTES & REMEDIES

A. All claims, disputes, and any other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach, shall first be brought to DEPARTMENT'S attention.

- B. All disputes which have not been resolved by mutual agreement between DEPARTMENT and CONTRACTOR shall be reviewed by DEPARTMENT in consultation with AGENCY, wherein CONTRACTOR shall submit a written explanation of all unresolved issue(s) to DEPARTMENT's General Manager. Upon receipt of CONTRACTOR's written explanation and upon consultation with AGENCY's General Manager, within sixty (60) calendar days of receipt of said explanation, DEPARTMENT's General Manager shall render a final decision in writing to CONTRACTOR.
- C. CITY's rights and remedies under this AGREEMENT are in addition to any other rights and remedies provide by law.

SECTION 27. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

CONTRACTOR, subcontractors, and subcontractor principals performing work under any CITY contract valued at 100,000 or more and that requires approval of elected CITY official(s), are obligated to comply fully with CITY's Charter Section 470(c)(12)and related ordinances regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office positions. Additionally, CONTRACTOR is required to provide and update certain information with CITY as specified by law. Any contractor subject to CITY Charter Section 470(c)(12) shall include the following notice in any subcontract in which the subcontractor is expected to receive at least 100,000 to perform work under said subcontract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions: As proved in City of Los Angeles Charter Section 470(c)(12) and related ordinances, you are a Subcontractor under a City of Los Angeles Contract and, pursuant to 470(c)(12), all Subcontractors and Subcontractor Principals under City Contracts are prohibited from making campaign contributions and fundraising for certain elected City officials for candidates seeking elected City office positions, for a term of twelve (12) months after the execution of the City Contract under which you are a subcontractor. Subcontractors are required to provide names and contact information for Subcontractor Principals must be proved to CITY contractor within five (5) business days of the execution of this Subcontract, and Subcontractors must update this information upon any such change during the stated twelve-month term. Failure to comply with 470(c)(12) or related ordinances may result in termination of this City Contract or any other available legal remedies, including fines. Detailed information about these restrictions may be accessed through the City Ethics Commission's website at <u>http://ethics.lacity.org/</u>, or by calling (213) 978-1960. Contractors, Subcontractors, and Subcontractor Principals must comply with these requirements and limitations. Violations of this provision shall entitle the City to terminate this City Contract and pursue any and all legal remedies that may available."

SECTION 28. ENTIRE AGREEMENT

- A. This AGREEMENT shall be executed in four (4) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes fifteen (15) pages and one (1) appendix, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. This AGREEMENT may be executed in one or more counterpart(s), and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures, or signatures scanned into portable document format (PDF) or another electronic format designated by CITY and sent by e-mail, shall be deemed original signatures.
- E. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by APPENDIX A, "Standard Provisions for City Contracts (rev. 10/17 v.3)".

SECTION 29. MODIFICATION

No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of CITY.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS THEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

MILES LEWIS ENTERPRISES INC. 5201 Collier Pl. Woodland Hills, CA 91364

BTRC NO. 0003332937-0001-9

BY:

DANIEL TARICA GENERAL MANAGER DEPARTMENT OF CULTURAL AFFAIRS BY:

MILES LEWIS ARTIST

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY: HYDEE FELDSTEIN SOTO, CITY ATTORNEY

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

BY:

KIMBERLY MIERA DEPUTY CITY ATTORNEY

DATE: _____

BY:

DEPUTY CITY CLERK

DATE: _____

Porter Ranch Sesnon Property – Proposed Renaming

Background:

Porter Ranch Sesnon Property is located at 11811 N. Porter Ranch Drive. RAP acquired the Porter Ranch Sesnon Property in 1993 as a part of a multi-parcel property exchange with Porter Ranch Development Company (PRDC) (Report No. 483-87, Report No. 232-93, and City Council File 93-2395). In that transaction, RAP transferred five (5) parcels totaling 30.19 acres to PRDC in exchange for two (2) parcels, one of which was the Porter Ranch Sesnon Property, totaling 64.35 acres.

Pursuant to Section 9.G of the Specific Plan, Porter Ranch Development Company (PRDC) is required to "fully develop, in accordance with a plan approved by the Los Angeles City Board of Recreation and Parks Commissioners," the Porter Ranch Sesnon Property.

On May 5, 2022, the Board of Recreation and Park Commissioners (Board) approved the revised final plans for the Porter Ranch Sesnon Property Project (Report Nos. 22-111 and 18-193) with a scope of work to include the following features: Amphitheater and event space, open lawn area (with seat walls), promenade with shade structures, two children's play areas (one for ages 2-5 and another for ages 5-15), basketball court, four (4) pickleball courts, two (2) restroom buildings, outdoor game tables, multiple picnic areas, multiple parking lots, outdoor classroom area (with seat walls), equestrian trail, walking trails and sidewalks, and maintenance yard.

RAP has been advised by Toll Brothers, the parent company of PRDC, that the park is anticipated to be completed in Summer 2023.

Currently, the Porter Ranch Sesnon Property is named administratively for its geographical location in the Porter Ranch community. RAP staff conducted a preliminary review of the New Porter Ranch Sesnon Property and determined that there are no grant deed restrictions or other restrictions that would prevent the renaming of New Porter Ranch Sesnon Property.

Proposed Future Park & Pavilion Naming:

Previous Proposed Names:

On October 5, 2018, the Board received a formal written request from Toll Brothers advocating for the naming of the park as Bloom Park. The Toll Brothers' letter indicates that the company originally considered naming the new park in honor of Councilman Mitch Englander, to "honor the man who worked with us and truly helped make this park a reality." According to the letter, Councilman Englander has, instead, encouraged the revision of the naming proposal to honor the memory of his mother and sister with the name Bloom Park.

Former Councilman Mitch Englander resigned from the City Council on October 11, 2018.

On November 5, 2018, the Board received a second request from Toll Brothers asking to have the Sesnon property's soon-to-be-built performance and arts inspired outdoor amphitheater named as Englander Pavilion, in honor of Mitch Englander" (Exhibit B). This request was made by Toll Brothers to show its "appreciation for everything the Councilmember has done for Council District 12." The Councilmember submitted his own letter respectfully supporting the both of the Toll Brothers' requests.

On November 7, 2018, these naming requests were presented to the Board in Report No. 18-221. After some discussion, the Board determined that additional community outreach was

needed. The Board approved the name of the amphitheater as "Englander Pavilion" and referred the naming of the New Porter Ranch Sesnon Property as "Bloom Park" to the RAP Facility Repair and Maintenance Commission Task Force (Task Force).

On February 1, 2019, the Office of Council District 12, under interim Councilmember Greig Smith, introduced a motion requesting that the park be named "Bloom Park in Porter Ranch" (C.F. #15-0104-S7). This motion was never approved by City Council.

On February 6, 2019, RAP staff presented the proposed "Bloom Park" name to the Task Force with information about the additional community outreach that had been conducted since the Board meeting. The Task Force did not render an official opinion about the proposed name but asked staff to provide additional justification as to why "Bloom Park" was the best choice as opposed to the alternative names that had been recommended in the future board report.

Proposed Park & Pavilion Name:

On November 15, 2022, the Office of Council District 12 sent a letter requesting that the Board rename New Porter Ranch Sesnon Property as "Jane Boeckmann Park" in honor of Jane Boeckmann and that the pavilion located within the park be named "Porter Ranch Pavilion".

On March 1, 2023, the Office of Council District 12 sent a letter revising their previous request to rename the Englander Pavilion as "Sesevenga Pavilion", in honor of the original indigenous people that lived in the area.

Nexus/Appropriateness of the name to the site/pavilion:

About Jane Boeckmann:

Per the biographical information provided by CD12:

Jane Boeckmann was the beloved matriarch of the Boeckmann Family, the First Lady of the Galpin Motors organization, and a San Fernando Valley icon. For nearly 40 years this selfless humanitarian, astute business person and civic leader, lived and raised her family minutes away from the new 50-Acre Park in Porter Ranch. We would be hard pressed to find another local resident who has contributed as much to their neighborhood and the San Fernando Valley, than Jane Boeckmann.

She was an amazing and dynamic person with a fascinating background, and a true oneof-a-kind person who lit up a room the moment she entered it.

She is perhaps most recognized for her role at the Galpin Motors automotive organization. Jane worked side-by-side with her husband and soulmate of more than 50 years, Bert Boeckmann to build Galpin Ford from a small dealership into the #1 Volume Ford Dealership in the world and the most recognized automotive family in the country.

Jane founded the highly successful Valley Magazine, and served as Publisher and Editor-In-Chief for 25 years. For Jane, this was not just a business venture, but it was part of her unwavering devotion and commitment to the San Fernando Valley that she loved. She also founded and published Valley Brides Magazine, which was also a successful publication.

In addition to her accomplishments as a businesswoman, Jane built a long and distinguished record of local community involvement, and her heart for serving the

community was boundless. Examples of her service and leadership positions include serving as a Trustee of both the Valley Industry and Commerce Association and also King's College, as well as a Board Member of such diverse groups as the Valley Economic Alliance of the San Fernando Valley, Valley Presbyterian Hospital and the Salvation Army. Jane has also held key roles in organizations such as the Olive View Medical Center Foundation Advisory Board, Excellence in Media, the Heart Foundation and many more groups that benefit communities and those in need. The Boeckmann family are also longtime supporters of Shepherd Church, the North Valley Family YMCA in Porter Ranch, Chatsworth/Porter Ranch Chamber of Commerce and many more organizations serving the North Valley/Porter Ranch area.

In the public sector, Jane's service has included many years of dedicated service on the Board of Governors of the Los Angeles County Museum of Natural History, the Board of Directors of the State of California 51st Agricultural District, as well as a founding member of the Los Angeles County First 5 L.A. Commission.

While Jane was very humble and unassuming in her philanthropy and all that she did, numerous honors and awards were bestowed upon Jane by those who wanted to recognize and thank her for the difference that she made.

In 1986, Jane was the first woman to receive the prestigious Fernando Award, widely regarded as the highest recognition for community service in the San Fernando Valley. She holds the honor of being the first woman to receive the award following its inception in 1959.

She also received the Star of the Valley Award from the Valley Economic Alliance, the Free Enterprise Award from the San Fernando Valley Business and Professional Association, Woman of the Year Award from the American Business Women's Association, the Angel Award from Religion in Media, the Jack Webb Award from the Los Angeles Police Historical Society, the Humanitarian Award from New Directions For Youth, The Love of Children Award from Child Help U.S.A., the George Washington Honor Medal from the Freedoms Foundation at Valley Forge, California Mother of the Year from American Mothers, Inc. and so many more well deserved forms of appreciation and recognition.

Jane was born Floy Jane McCord on November 8th, 1930 in Van Buren Arkansas to parents Albert Lee McCord and Mamie Schuster, and moved to Los Angeles at the age of 11. She always had a love of learning, excelled at local public schools, even to the point of skipping the 8th grade and still going on to be named Valedictorian. She went on to two years of university study in Edinburgh, Scotland.

She passed away peacefully at the age of 90 on April 28th, 2021, surrounded by her loving family, following a courageous battle with Pancreatic Cancer.

About Sesevenga:

Per the letter from CD12 dated March 1, 2023:

"Sesevenga", which means "the place of the sycamore woods" in the Takic language, promotes land acknowledgement through culturally-competent naming that honors the legacies of indigenous people. Using the Sesevenga name brings light to the history of the area and acknowledges the "first people of the land."

Community Outreach:

RAP staff is seeking preliminary approval from the Task Force prior to assigning staff resources to the processing of this request and conducting additional outreach.

The following proposed names have been suggested for the Porter Ranch Sesnon Property since 2018:

- Bloom Park proposed by Toll Brothers in 2018
- Bloom Park in Porter Ranch proposed by CD12 in 2019
- Porter Ranch Community Park proposed by the Porter Ranch Neighborhood Council in 2019
- Shangri La Park suggested at a community meeting in 2018
- Porter Ranch Park suggested at a community meeting in 2018
- The Coyote Park at Porter Ranch suggested at a community meeting in 2019

The following proposed names have been suggested for the Englander Pavilion since 2018:

- Englander Pavilion proposed by Toll Brothers in 2018
- Porter Ranch Pavilion proposed by CD12 in 2022
- Sesevenga Pavilion proposed by CD12 in 2023

On January 30, 2023, RAP sent a letter to the Fernandino Tataviam Band of Mission Indians requesting their collaboration in the naming process for Porter Ranch Sesnon Property. RAP staff has not yet contacted the Fernandino Tataviam Band of Mission Indians regarding the new proposed names.

Funding source for the appropriate park signage:

Toll Brothers will pay for the construction and installation of park and pavilion signage as a part of the park's construction.

Attachments:

- 1) Board Report No 18-221
- 2) February 6, 2019 Task Force Summary Packet
- 3) Motion from CD12 dated February 1, 2019
- 4) Letter from Council District 12 Proposing New Names dated November 15, 2022
- 5) Letter from Council District 12 Revising New Names dated March 1, 2023
- 6) Jane Boeckmann Biographical Information provided by CD12
- 7) Letter from RAP to the Fernandino Tataviam Band of Mission Indians dated January 30, 2023



BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPOR	T
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NO. 18-221

DATE November 7, 2018

U.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PORTER RANCH SESNON PROPERTY – NAMING OF PARK AS "BLOOM PARK" AND NAMING OF THE AMPHITHEATER AS "ENGLANDER PAVILLION"

AP Diaz * R. Barajas H. Fujita	S.	Israel Piňa-Cortez Williams	General Manager
Approved	X With Amendmen	Disapproved	d Withdrawn

RECOMMENDATIONS

- 1. Approve naming the Porter Ranch Sesnon Property as "Bloom Park." Refer the naming of the Porter Ranch Sesnon Property as "Bloom Park" to the Commission Task Force on Facility Repair and Maintenance
- Approve naming of the soon-to-be-built outdoor amphitheater as "Englander Pavilion."
- 3. Authorize and instruct Department of Recreation and Parks (RAP) staff to carry out the installation of appropriate signage to effectuate the new naming.

SUMMARY

Porter Ranch Sesnon Property is located at 11811 N. Porter Ranch Drive. RAP acquired the Porter Ranch Sesnon Property in 1993 as a part of a multi-parcel property exchange with Porter Ranch Development Company (PRDC) (Report No 483-87, Report No. 232-93, and City Council File 93-2395). In that transaction, RAP transferred five (5) parcels totaling 30.19 acres to PRDC in exchange for two (2) parcels, one of which was the Porter Ranch Sesnon Property, totaling 64.35 acres.

On September 5, 2018, the Board of Recreation and Park Commissioners (Board) approved final plans for the Porter Ranch Sesnon Property Project (Report No. 18-193) with a scope of work to include the following features: Amphitheater and event space, open lawn area (with seat walls), promenade with shade structures, two children's play areas (one for ages 2-5 and another for ages 5-15), splash pad, basketball court, four (4) pickleball courts, two (2) restroom buildings, outdoor game tables, multiple picnic areas, multiple parking lots, outdoor classroom area (with seat walls), equestrian trail, walking trails and sidewalks, and maintenance yard.

On Friday, October 5, 2018, a groundbreaking ceremony for the new park was conducted. The park is slated to start construction in 2019 and be completed as quickly as possible thereafter.

BOARD REPORT

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On October 5, 2018, the Board received a formal written request from Toll Brothers, the parent company of PRDC, advocating for the naming of the park as Bloom Park (Exhibit A). Toll Brothers' letter indicates that the company originally considered naming the new park in honor of Councilman Mitch Englander, to "honor the man who worked with us and truly helped make this park a reality." According to the letter, Councilman Englander has, instead, encouraged the revision of the naming proposal to honor the memory of his mother and sister with the name Bloom Park.

On November 5, 2018, the Board received a second request from Toll Brothers asking to have the Sesnon property's soon-to-be-built performance and arts inspired outdoor amphitheater named as Englander Pavilion, in honor of Mitch Englander" (Exhibit B). This request was made by Toll Brothers to show its "appreciation for everything the Councilmember has done for Council District 12."

The Councilmember submitted his own letter respectfully supporting the both of the Toll Brothers' requests (Exhibit C).

Linda "Honey" Bloom (1940-1990) passed away at the young age of 50. Linda Bloom was born in New York and moved to Los Angeles with her family when she was 19 years old. Linda married a disabled veteran who struggled with mental and physical ailments. After her divorce, she became a single mother of three. Her oldest daughter, Natalie, had already been diagnosed with severe asthma and her youngest son, Mitch, was diagnosed with a rare eye disease that left him partially blind during daylight hours. Linda worked multiple jobs to put food on the table, including selling real estate.

She was an active member of the San Fernando Valley Board of Realtors and volunteered to help other struggling single mothers become self-sufficient. Linda lost her home in West Hills when the real estate market crashed. Over the next several years, Linda relied on friends and family for shelter. During this time, she continued to volunteer with local community parks, B'nai B'rith through her Synagogue, and at her children's schools. She loved people and had an infectious laugh. In fact, it was often said that no matter what she was going through, Linda would always light up the room.

When Linda was finally able to find work, she rented a one-bedroom apartment where the kids shared the room and she slept on the couch. Linda relied heavily on local City parks and recreation programs to make sure her children had a safe place to go after school. The park programs in the North West San Fernando Valley were a critical foundation that offered after-school and summer programs that the family could not otherwise afford. Linda was incredibly grateful to the City of Los Angeles and the Recreation and Park staff for always being there for her and her family. Linda's youngest son, Mitch Englander, went on to become a Los Angeles City Councilmember and currently represents the area where Linda chose to raise her family.

Natalie Pamela Bloom (aka The Tulip Fairy), was Linda's first child and Mitch's sister. Natalie was born in Encino, California and spent her entire childhood in the North West San Fernando

BOARD REPORT

PG. 3 NO. 18-221

Valley. Natalie truly enjoyed the outdoors, though she often struggled with the poor air quality in the basin. For years, Natalie was frequently rushed to the hospital due to chronic and severe asthma. As much as Natalie loved the outdoors, particularly going to neighborhood parks, she was often told she couldn't go outside to play because of Stage 3 Smog Alerts. Natalie also loved children and went on to become a Head Start elementary school teacher. She truly enjoyed bringing her students on field trips, especially to local parks. Natalie's lifelong dream was to one day have children of her own. Unfortunately, Natalie was unable to make her dream come true as she passed away at the young age of 40 from complications resulting from asthma.

As such, RAP recommends this new park be named for and dedicated to two remarkable San Fernando Valley women whose lives were typical of the struggles so many families face today; who made exceptional contributions to the Valley and who advanced the therapeutic benefits of parks in both their personal health and in the treatment of others. In the memory of Linda and Natalie Bloom, Bloom Park will give local residents the opportunity to enjoy outdoor recreation and events with their family, friends, and neighbors and participate and improve overall well-being, health and wellness.

Mitchell Englander serves as Councilmember representing the 12th district of Los Angeles. He was first elected in 2011. Beginning in 2013, he was selected by his peers on City Council to serve as Los Angeles City Council President Pro Tempore. And he recently announced that he is stepping down from office at the end of this year.

Mr. Englander began his professional career as a Public Relations specialist providing consultation for political and advocacy campaigns on local, regional, and national issues eventually founding his own government and crisis communications company.

Additionally, Mr. Englander has served on the boards of and advised multiple non-profit and charitable organizations throughout his career focusing on issues of healthcare and at-risk youth. In 1997, he helped create the American Diabetes Association Los Angeles Political Roast. The annual event has continued for 21 years bringing together political leaders from across Los Angeles to raise money for diabetes treatment, prevention, and awareness. The event has raised over \$6 million since its founding.

Mr. Englander serves as an LAPD Reserve Officer with the Fugitive Warrants division and has also worked Patrol, Vice, and Gangs & Narcotics.

As Councilmember, Mr. Englander serves as chair of the Council's Public Safety Committee which oversees the activities and operations of the Los Angeles Police Department, Los Angeles Fire Department, Homeland Security, Counterterrorism, and LA's Emergency Preparedness and Response. In that capacity he led the effort to implement Fire STAT which uses data and predictive methods to reduce emergency response time for firefighters. He has also piloted and expanded the use of Nurse Practitioner units to conserve life-saving medical response resources. Under Englander's committee leadership LAPD became the largest police department in the country to fully adopt the use of on-body cameras by LAPD's officers increasing transparency and

BOARD REPORT

PG. 4 NO. 18-221

trust between law enforcement and the communities they protect.

Councilmember Englander also serves as Vice Chair on the Council's Budget & Finance committee managing over \$8 billion annually and on the Council's Planning and Land Use Committee, the Personnel and Animal Welfare Committee, the Ad Hoc Jobs Committee, the Executive Employee Relations Committee, and Local Area Formation Committee. He also represents the City of Los Angeles as a member of the Independent Cities Association, California Contract Cities Association, and the National League of Cities.

Mitchell Englander was born and raised in the San Fernando Valley. He has raised two daughters and lives with his wife, Jayne, in Granada Hills.

FISCAL IMPACT STATEMENT

No significant fiscal impacts will be incurred as the sign and installation costs will be paid for by the project developer as part of the construction of the park.

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

LIST OF ATTACHMENTS

- A) Letter from Toll Brothers Dated October 5, 2018
- B) Letter from Toll Brothers Dated November 4, 2018
- C) Letter from Councilmember Englander



October 5, 2018

Michael A. Shull General Manager Department of Recreation and Parks 221 N. Figueroa St., Suite 350 Los Angeles, CA 90012

Dear Mr. Shull & Commissioners,

The vision of Porter Ranch is reawakening a neighborhood spirit among our residents. They may come for the views, or to own a spacious luxury home, yet they are quickly discovering there is a special charm when living here. We're excited to keep building upon this positive sentiment and give back to the community with a wonderful asset – a spacious, well-designed park.

The magnificent, community-oriented 50-acre park will not only be a stunning landmark, but the true heart of this community. As approved by the Commission, the designs will include drought-tolerant plants, hiking trails, a splash pad, basketball, pickleball, and tennis courts, and most importantly, a space to come together during special events and holidays in a safe, tranquil, and inspiring environment.

In deciding the name of the new park, we joined the community's wishes to honor the man who worked with us and truly helped make this park a reality: Los Angeles City Councilmember Mitchell Englander. The Councilmember's dedication to the community can be seen not only in the vision for this park, but throughout the San Fernando Valley. His continued efforts to improve the quality of life for the Porter Ranch residents is remarkable.

After informing the Councilmember about our intent to name the 50-acre park in his honor, he humbly declined the offer and instead suggested something even more meaningful and inspiring.

Bloom Park honors two community members that Councilmember Englander feels are more deserving of the honor. Linda "Honey" Bloom and Natalie Pamela Bloom (aka The Tulip Fairy), were two remarkable women of the San Fernando Valley. Their lives were typical of the struggles so many women face.

Linda, who passed away at the young age of 50, was a struggling single mother of three. Though she lost her own home due to financial struggle, she continued to volunteer throughout the community while raising her children. Linda relied heavily on local parks and recreation programs to make sure her children had safe places to go after school.

Natalie was Linda's first child. Natalie truly enjoyed the outdoors, though she often struggled with the poor air quality in the basin. For years, Natalie was frequently rushed to the hospital due to chronic, severe asthma. Natalie went on to become a Head Start elementary school teacher with a deep passion for music and outdoor events. Natalie passed away at the young age of 40 from complications resulting from asthma.

Linda Bloom is survived by her two sons, and Natalie's younger brothers; Andrew Bloom and Los Angeles City Councilmember Mitchell Englander and their families.

Toll Brothers and local residents are formally requesting that the park be dedicated in the memory of Linda and Natalie Bloom. We are excited to honor the Councilmember and the community in such a special way.

Sincerely,

Frank Su Division Vice President Toll Brothers, Inc. 11280 Corbin Avenue, Porter Ranch, CA 91326 818-332-7216



November 4, 2018

Michael A. Shull General Manager Department of Recreation and Parks 221 N. Figueroa St., Suite 350 Los Angeles, CA 90012

Dear Mr. Shull & Commissioners,

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Linda Bloom is survived by her two sons, and Natalie's younger brothers; Andrew Bloom and Los Angeles City Councilmember Mitchell Englander and their families.

Toll Brothers and the community would still like to show our appreciation for everything the Councilmember has done for Council District 12 with a special addition to Bloom Park. As our way of saying thank you to Mitchell Englander personally, we'd like to name the park's performance and arts inspired amphitheater, Englander Pavilion.

Toll Brothers and local residents are formally requesting that the park and amphitheater be named Bloom Park and Englander Pavilion respectively. We are excited to honor the Councilmember and the community in such a special way.



Sincerely,

Frank Su Division Vice President Toll Brothers, Inc. 11280 Corbin Avenue, Porter Ranch, CA 91326 818-332-7216 CITY HALL 200 N. Spring Street, Room 405 Los Angeles, California 90012 Tel: (213) 485-3343 Fax: (213) 473-6925

COMMUNITY SERVICE CENTER 9207 Oakdale Ave. Chatsworth, CA 91311 Tel: (818) 882-1212 Fax: (818) 701-5254





Exhibit C

President Pro Tempore Mitchell Englander Council District Twelve

October 25, 2018

Michael A. Shull General Manager Department of Recreation and Parks 221 N. Figueroa St. Suite 350 Los Angeles, CA 90012

Dear Mr. Shull & Commissioners,

The magnificent, community-oriented 50 acre park will be a stunning landmark that will be second-to-none among parks in Los Angeles, offering modern amenities and panoramic views of the San Fernando Valley, Simi Hills, and Santa Monica and Santa Susana Mountains. The design includes drought-tolerant plants and will provide ample opportunities for recreation and play, including a basketball court, tennis courts, a splash pad, hiking trails, and two playgrounds for both younger and older children. It also features a stage and pavilion for arts and performances that the community can enjoy.

While the park was in its planning stages, Toll Brothers approached me with the community's idea of naming the park Englander Park. While I was honored at the thought, there were two individuals who I felt were more deserving:

My mother, Linda "Honey" Bloom, and my sister, Natalie Pamela Bloom, who was also known as the Tulip Fairy, were two remarkable San Fernando Valley women who led lives that were typical of the struggles so many women face.

Linda, who passed away at the young age of 50, was a struggling single mother of three. Though she lost her own home due to financial struggle, she continued to volunteer throughout the community while raising her children. Linda relied heavily on local parks and recreation programs to make sure her children had safe places to go after school.

Natalie was Linda's first child. A Valley native, Natalie truly enjoyed the outdoors, though she often struggled with the poor air quality in the basin. For years, Natalie was frequently rushed to the hospital due to chronic, severe asthma. Natalie went on to become a Head Start elementary

school teacher with a deep passion for music and outdoor events. Natalie passed away at the young age of 40 from complications resulting from asthma.

I support the community and Toll Brothers decision to name the park "Bloom Park" in dedication to my family, Linda and Natalie Bloom, and the memories and stories of women throughout the San Fernando Valley. I am also truly grateful to support "Bloom Park's Englander Pavilion" and am honored that the community would recognize my family in such an incredible way. Bloom Park will truly be the heart of our Porter Ranch community.

Sincerely,

T. tufanle

MITCHELL ENGLANDER Councilmember, Twelfth District



Porter Ranch Sesnon Property – Proposed Naming of New Park as Bloom Park

Background:

Porter Ranch Sesnon Property is located at 11811 N. Porter Ranch Drive. RAP acquired the Porter Ranch Sesnon Property in 1993 as a part of a multi-parcel property exchange with Porter Ranch Development Company (PRDC). In that transaction, RAP transferred five (5) parcels totaling 30.19 acres to PRDC in exchange for two (2) parcels, one of which was the Porter Ranch Sesnon Property, totaling 64.35 acres.

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The Councilmember submitted his own letter respectfully supporting the both of the Toll Brothers' requests.

On November 7, 2018, these requests were presented to the Recreation and Parks Board of Commissioners in Board Report 18-221. After some discussion it was determined that additional community outreach was needed. The Board of Commissioners approved the name of the amphitheater as Englander Pavilion and referred the naming of the Porter Ranch Sesnon Property as "Bloom Park" to the Commission Task Force on Facility Repair and Maintenance.

Nexus/Appropriateness of the name to the site:

Linda "Honey" Bloom (1940-1990) passed away at the young age of 50. Linda Bloom was born in New York and moved to Los Angeles with her family when she was 19 years old. Linda married a disabled veteran who struggled with mental and physical ailments. After her divorce, she became a single mother of three. Her oldest daughter, Natalie, had already been diagnosed with severe asthma and her youngest son, Mitch, was diagnosed with a rare eye disease that left him partially blind during daylight hours. Linda worked multiple jobs to put food on the table, including selling real estate.

She was an active member of the San Fernando Valley Board of Realtors and volunteered to help other struggling single mothers become self-sufficient. Linda lost her home in West Hills when the real estate market crashed. Over the next several years, Linda relied on friends and family for shelter. During this time, she continued to volunteer with local community parks, B'nai B'rith through her Synagogue, and at her children's schools. She loved people and had an infectious laugh. In fact, it was often said that no matter what she was going through, Linda would always light up the room.

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Natalie Pamela Bloom (aka The Tulip Fairy), was Linda's first child and Mitch's sister. Natalie was born in Encino, California and spent her entire childhood in the North West San Fernando Valley. Natalie truly enjoyed the outdoors, though she often struggled with the poor air quality in the basin. For years, Natalie was frequently rushed to the hospital due to chronic and severe asthma. As much as Natalie loved the outdoors, particularly going to neighborhood parks, she was often told she couldn't go outside to play because of Stage 3 Smog Alerts. Natalie also loved children and went on to become a Head Start elementary school teacher. She truly enjoyed bringing her students on field trips, especially to local parks. Natalie's lifelong dream was to one day have children of her own. Unfortunately, Natalie was unable to make her dream come true as she passed away at the young age of 40 from complications resulting from asthma.

As such, RAP recommends this new park be named for and dedicated to two remarkable San Fernando Valley women whose lives were typical of the struggles so many families face today; who made exceptional contributions to the Valley and who advanced the therapeutic benefits of parks in both their personal health and in the treatment of others. In the memory of Linda and Natalie Bloom, Bloom Park will give local residents the opportunity to enjoy outdoor recreation and events with their family, friends, and neighbors and participate and improve overall wellbeing, health and wellness.

Community Outreach:

On November 16, 2018, at 6:00 p.m., a community meeting, hosted by Council Office 12, was held at Granada Hills Charter High School to discuss the naming of the new 50 Acre Park in Porter Ranch. The Council Office and the Public Relations Office of the Department distributed the meeting flyer to various interest groups as well as RAP's volunteer email and Webtrack lists and social media accounts. Approximately fifteen (15) community members were in attendance. At that meeting it was determined that a second community meeting would be held. The minutes for this meeting are attached hereto as Exhibit A.

On January 14, 2019, a second community meeting was held at Chatsworth Park to receive community feedback on the naming of the new 50 acre park in Porter Ranch. The Public Relations office of the Department was the lead for community outreach. Outreach efforts included notification sent on three occasions to ten (10) Neighborhood Councils, three (3) Chambers of Commerce and a total of seven hundred forty-four (744) members of RAP volunteer's email list and Webtrack email list in the four (4) zip codes surrounding the proposed park. Additional communications were sent via RAPs social sites Instagram, Facebook, and Twitter. Approximately twenty (20) community members were in attendance. The minutes for this meeting and speaker comment cards are attached hereto as Exhibit B. A summary of the outreach efforts for both community meetings is summarized in Exhibit C.

Funding source for the appropriate park signage:

No fiscal impact will be incurred by the naming of this park as the sign and installation costs will be paid by the project developer as part of the construction of the park.

Recommendation:

Department staff and management support the recommendation to approve naming the Porter Ranch Sesnon Property as "Bloom Park." November 16, 2018

Naming of the 50 Acre Park in Porter Ranch

On November 16, 2018, a community meeting was held at Granada Hills Charter High School to discuss the naming of the 50 Acre Park in Porter Ranch. Approximately 15 community members were in attendance in conjunction with the representatives from Recreation and Parks, and Councilman Mitch Englander and his staff. The majority of the attendees were not satisfied with the meeting notification process. No speaker cards were distributed at this meeting, but the comments received are noted below.

- Mitch Englander: Provided a brief history on the acquisition of the property and his recommendations of naming the park in honor of his mother.
- David from the Porter Ranch Neighborhood Council was excited about the new facility, however he was not in favor of the proposed name and suggested Porter Ranch Bloom. In addition, he expressed the appropriate outreach to the community and beyond was not adequate.
 - CM Englander informed the community outreach was conducted by his office and RAP.
- Commissioner President Patsaouras outlined the commissioner's strict guidelines of naming of a park facility. President Patsaouras stressed that RAP ultimately decides the name of the RAP facilities. RAP provides the commissioners with a proposed name and then a vote is made to accept or reject the name.
- Speaker: Would like to reach a compromise with the name and suggested incorporating a tulip garden.
- Speaker: Prefers the name Porter Ranch Bloom Park. He would like to incorporate Bloom in the final name.
- Ron Nagai was dissatisfied with the outreach process in which the community was notified about the meeting. He stated RAP could have reached out further to adjacent community organizations.
- Proposed names from various attendees:
 - Bloom at Porter Ranch
 - o Bloom Ranch Park
 - Proposed amphitheater named after Englander
 - Shangri La Park
 - Porter Ranch Park (it was noted that a Porter Ranch Park already exists)

Although the intended purpose of this community meeting was to receive feedback on the proposed naming of the facility, the overall complaint was not related to the topic but rather the manner in which the meeting notifications were distributed. Many of the attendees stated their dissatisfaction with the process and felt more could have been done to notify community members and various organizations in a more timely manner. As a result of these complaints, another meeting was scheduled for January 14, 2019, which will provide acceptable notification and opportunity for the community to attend the meeting and to give additional feedback to the proposed name.

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Community Meeting GHCHS – November 16, 2018	NAME	Decirl Beler	JU NATTHR NIZ	HOUATER	Dardy Moore U	S	Norbert Soski	JOHN AITCHINON JO	DAVE HASSON F	Glenn Bailey GI	John Ciccarell,	U Jonathan Ciccarelli 0

January 14, 2019

50 Acre Park in Porter Ranch

On January 14, 2019, RAP held a community meeting at Chatsworth Park to receive community feedback on the naming of the 50 Acre Park in Porter Ranch. This was a follow up to the meeting held on November 16, 2018, where the majority of the community was dissatisfied with the notification process. Approximately 20 community members were in attendance. Attached are the eight speaker cards that were received at this meeting.

- AGM Ramon Barajas: Here to talk about the proposed name for the park, "Bloom Park"
- John Ciccarelli (in favor): In favor in naming it Bloom Park.
- Sandie Minasian (in favor): Concerned with the lack of privacy for the Villagio home residents. Prefers name, "Bloom Park at Porter Ranch"
 - Ciccarelli interjected and added RAP should take careful consideration of the tree selection to not overwhelm the homeowners view but also give them privacy.
 ACM Baraiast Earsetty Division will get involved
 - AGM Barajas: Forestry Division will get involved.
- Glen Bailey (in favor): Recommends adding Porter Ranch to the official name.
- Speaker (in favor): Agrees with the naming and thinks some might be losing sight of the vision. Would like to see more art and murals. Wants meetings between RAP and the public.
- Issam Najm (not in favor): The Porter Ranch Neighborhood Council voted on 1/9/19 to naming the park Porter Ranch Community Park.
- Ronald Nagai (not in favor):
 - Disappointed with public outreach and manner department staff handled naming. Ceremony was held on 10/5 without inviting the public. A Board Report was also prepared 11/7 recommending the naming of the park without any Dept. public hearings.
 - Recommends naming it Porter Ranch Community Park. Additionally thinks existing Porter Ranch Park should be renamed. This park has not had any signage since its inception.
 - There should be a brick pathway that citizen can put family names on with proceeds of it going towards park amenities.
 - AGM Barajas: Will look into it and do some research
- Speaker: Concerned over safety rather than park aesthetics.
 - AGM Ramon Barajas: Neighborhoods with parks are generally safer because rules are introduced. Like sunset to sundown operating hours, surveillance, and programming for youth. CM Englander added that we have over 350 existing park officers on duty. Promises a safe park.
 - Sp: Sees some cars parked at Holleigh Bernson around 2 a.m.
 - AGM Barajas: We have an agreement with LAPD. We do have security at our parks. Patrols are rotated.
 - CM Englander: promises a safe park with maintenance and weekend staff. Homeless issue is almost non - existent. Homeless shelter now in Northridge.

• AGM Ramon Barajas: Jesse Strobel will set up a meeting with the neighborhood council.

Attached are the eight speaker cards received at this meeting:

- Four were in favor of naming the park
- Two comment cards were not related to the topic

Other community members that did not complete a comment card voiced their concerns on other topics which included:

- Building a new High School
- Homeless
- Park safety related to the proposed landscape

City of Los Angeles Department of Recreation and Parks Community Meeting January 14, 2019, 6:00 p.m.

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	Jorge DeLoera	RAP	lorge de loerad	(B18) 756-8187
1	John Cicique Ili	Poaten Rauch Result		(815) 736-6720
2	Donathan Ciccarelli	Porter Ranch Resident	ianathanciccaal.com	(G18) 590-4284
	MelMitchell	Resident 3		
	David Bden	, a and hipe	Daniel Bolerepres.	818) 943-71/76
-	Jason Hector	PRNC 5	Jasowhedor EPRNC. ON	
	Issamham	PRNC 6	Som noju @PRUC.og	- 1999 A - 7977 J - 1
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City of Los Angeles Department of Recreation and Parks Community Meeting January 14, 2019, 6:00 p.m.

Name		Organization	Email	Phone	
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Co	mmun	ity Me	eti	ng	
January	14,	2019,	6:	00	p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER

John Ciccarelli

COMPLETE MAILING ADDRESS

Delete MAILING ADDRESS 20354 VIA Medici Partie Rouch 91326 EET CITY 75

ORGANIZATION REPRESENTED

Conten RANCH Resident

AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"

AGENDA DATE _____ SUPPORT

OPPOSE

BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT.

IN TAUR at Bloom PARK Designation

Community Meeting January 14, 2019, 6: 00 p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER SANDIS MINASIAN 818 426-9755

COMPLETE MAILING ADDRESS

20360 WYNERDE	D LN	PORTER	RANCH 91326	
STREET		CITY	2.TP	1

ORGANIZATION REPRESENTED

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VILLAGIO	HOA	/ K5	\$1.0 5NS

AGENDA	ITEM:	Proposed	Naming	of	50	Acre	Park	"Bloom	Park"	0	Porter	Raul	
AGENDA	DATE	1/14/1	9	_								and	

SUPPORT χ

OPPOSE

BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT. WHO WILL RE DEVELOPING THE PARK? MANY OF OVE HOMEDWNORS BACK INTO THE ROAD. TOLL BROS HAD TOLD US THEY WOULD LOOK INTO PROVIDING PRIVACY.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:
COMMENT FORM
PLEASE PRINT LEGIBLY
NAME OF SPEAKER DAY-TIME TELEPHONE NUMBER
Glenn Bailey 818, 514-5355
COMPLETE MAILING ADDRESS
PO Box 4571 Chatsworth 9/313 STREET CITY ZIP
ORGANIZATION PERMISSION affiliated with
(Northridge East Neighborhood Council President)
AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"
Agenda date $1 - 14 - 19$
SUPPORT X See below OPPOSE
BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT.
Support with inclusion of "Porter Ranch" in official name: i.e. Bloom Park at Porter Ranch "
- DIVOM I WWW at Vorter Ranch

Community Meeting January 14, 2019, 6: 00 p.m.

Community Meeting January 14, 2019, 6: 00 p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER

ISSAM NATT

818-366-8340

COMPLETE MAILING ADDRESS

P.O. Box 7337	Porter Ranch.	91327-7337
STREET	CITY	ZIP

ORGANIZATION REPRESENTED

Porter Ranch Neighborhood Council

AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"

AGENDA DATE _____

SUPPORT

OPPOSE

The PRNC voted on 1/9/2019 to recommence

naming the pack, as .. * ark," anch Community

Co	mmun	ity Me	eti	ng	
January	14,	2019,	6:	00	p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER

(313) 269-1423

COMPLETE MAILING ADDRESS

RONALD NAGAT

ZOZ73 JUBILEE WAY PORTER RANCH 91326 STREET CITY ZIP

ORGANIZATION REPRESENTED

30-YEAR PORTER RANCH RESIDENT

AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"

AGENDA DATE 1-14-19

SUPPORT

OPPOSE

BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT.

SEE ATTACHED

SUMMARY:

(1) SUPPORT PRINC APPROVED NAME "PORTER RANCH COMMUNITY PARK"

(21 RENAME CURPONT PORTER PHINCH PATER AFTER PUBLIC. HEATEINGS ARE HELD

(31 INSTALL BRICK PATHWAM WITH BRICKS FOR SALE D THAT ALL OFMMUNITY MEMBERS CAN PUT AN IMPORTANT FAMILETS MEMBORG NAME ON THE BRICK WITH THE PROCEEDS GOING TOWARDS PUBLIC AMENITIES.

Community Meeting January 14, 2019, 6: 00 p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

Mel Mitchell

DAY-TIME TELEPHONE NUMBER

818-406-9082

COMPLETE MAILING ADDRESS

STREET

CITY

ZIP

ORGANIZATION REPRESENTED

AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"

AGENDA DATE _____

SUPPORT

OPPOSE

BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT.

Mames ··· _______ di K . adellion

Commun	ity	Me	eti	ng	
January 14,	201	9,	6:	00	p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER

-30

James

COMPLETE MAILING ADDRESS

70444 Egnere la Lan STREET

ORGANIZATION REPRESENTED

AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park"						
Agenda date $1/14/19$						
SUPPORT OPPOSE						
BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT. Would like more tennis courts (and less Pickle but).						

Community Meeting January 14, 2019, 6: 00 p.m.

Comments Regarding Proposed Naming of 50 Acre Park in Porter Ranch:

COMMENT FORM

PLEASE PRINT LEGIBLY

NAME OF SPEAKER

DAY-TIME TELEPHONE NUMBER

Alexa Colton

561-707-9717.

COMPLETE MAILING ADDRESS

STREET		Land	CTUY	Kanch	110000
20448	Esmerelda	lane	Porter	Death	91322

ORGANIZATION REPRESENTED

NORL.

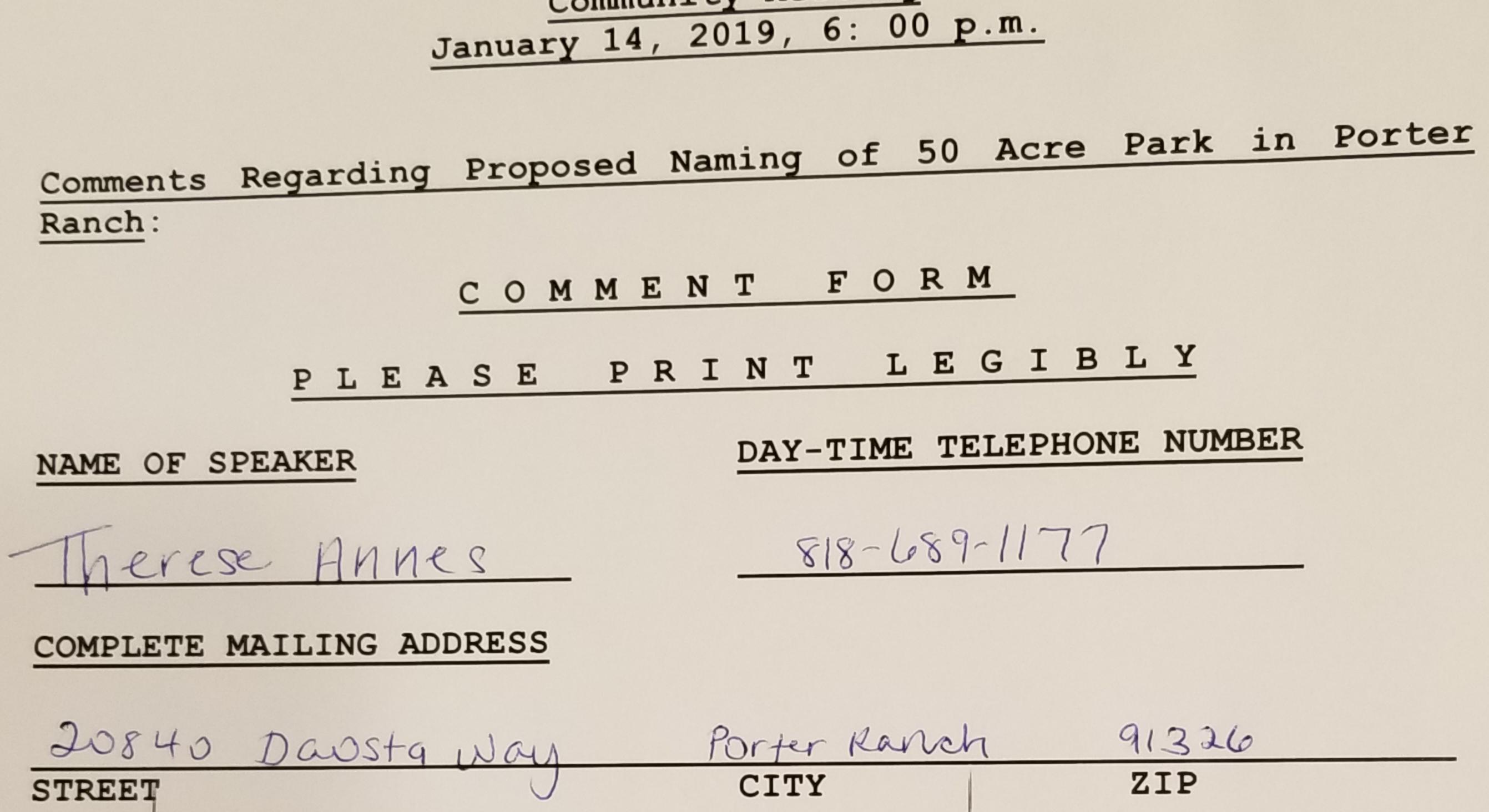
AGENDA ITEM: Proposed Naming of 50 Acre Park "Bloom Park" AGENDA DATE 1/14/19

SUPPORT

OPPOSE

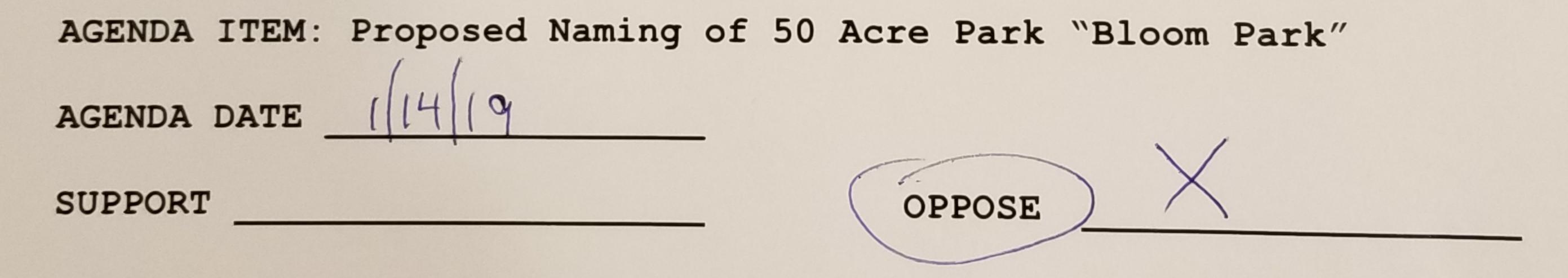
BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT.

I would like to name the park "the Coypte Park at Porter Ranch" as this is their tempton and we came and brild homes so at least we give this wild animals a commensation probably sounds finny but I'm a animals lover! Also I would like to know who decide the Sports courts 2 tennis court and 4 of pickaball why 4 of the last sport, why not be even as many people play tennis in this area. back I like in Avila Community and my bouse is -> City of Los Angeles Department of Recreation and Parks Community Meeting



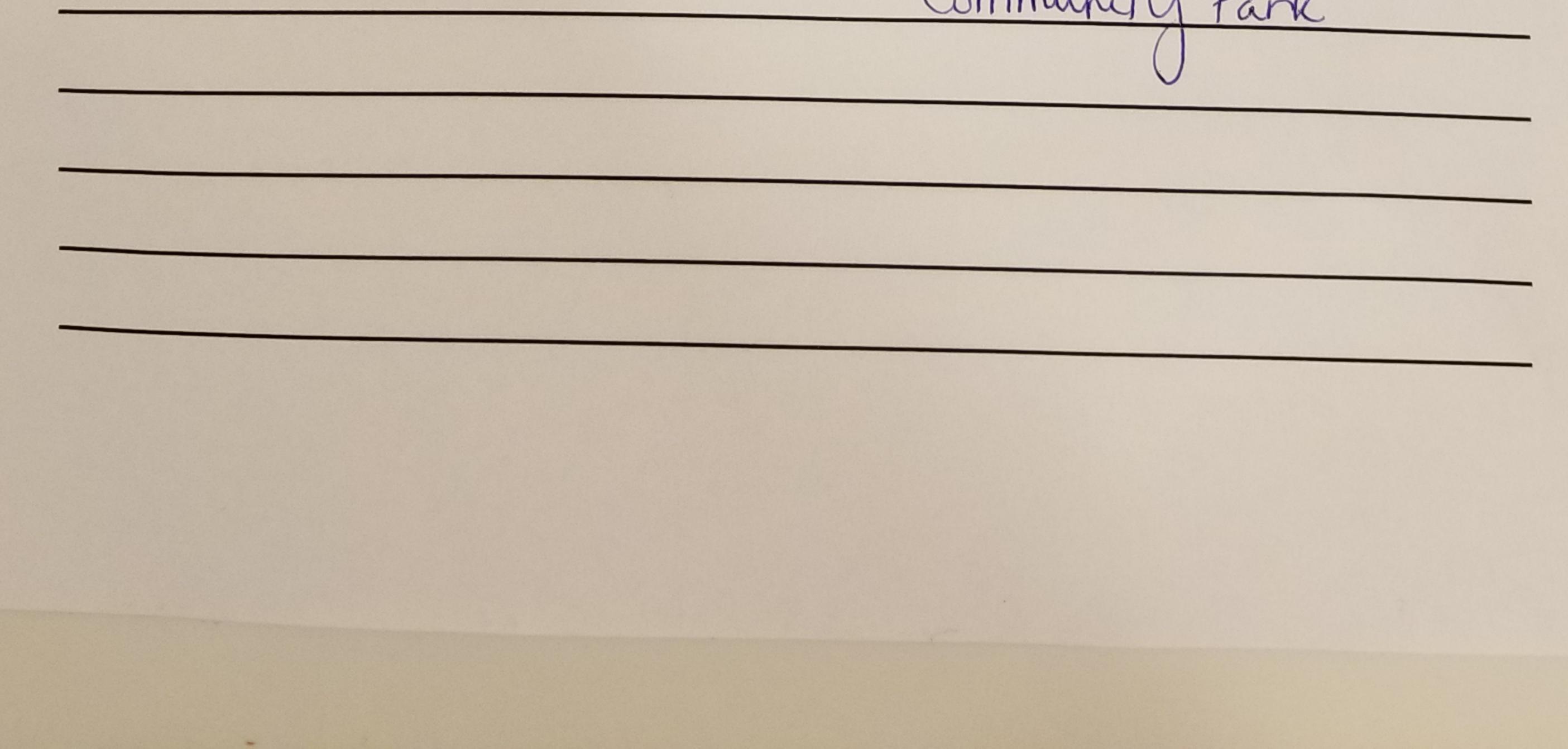
ORGANIZATION REPRESENTED

nomeowner in Porter Ransh



BRIEF STATEMENT OF INFORMATION YOU WISH TO COMMENT. Recommend park is named "Porter Ranch

Community Park "



Outreach List (November 16, 2018 Meeting)

Council Office Outreach List

- Porter Ranch Community School
- Granada Hills Charter High School
- North Valley YMCA
- Porter Ranch Neighborhood Council
- Northridge West Neighborhood Council
- Northridge East Neighborhood Council
- Northridge South Neighborhood Council
- Granada Hills South Neighborhood Council
- Granada Hills North Neighborhood Council
- North Hills West Neighborhood Council
- West Hills Neighborhood Council
- Chatsworth Neighborhood Council
- ETI Corral 54
- Shepherd of the Hills
- Granada Hills BID
- Granada Hills Chamber of Commerce
- Northridge Chamber of Commerce
- Chatsworth/Porter Ranch Chamber of Commerce
- Cal State, Northridge
- Northridge Beautification Foundation
- Chatsworth Community Coordinating Council
- Northridge Kiwanis
- Chatsworth Kiwanis
- Valley Cultural
- LAPD Devonshire PALS
- Wings over Wendy's
- BONC
- VANC

RAP's Outreach List (sent 11/13)

- RAP volunteer's email list (zip code areas; 91324, 91325, 91326,91327)
- RAP webtrack email list (zip code areas; 91324, 91325, 91326,91327)
- Social Sites
- Neighborhood Councils (10) including Issam Najm (president of Porter Ranch NC)
- RAP Staff : Charles Singer, Steve Cline, Michael Harris

Note: The council office scheduled notified RAP on 11/8 about hosting a meeting on 11/16. The invite flyer was approved on Friday. Thereafter, we started promoting it.

COUNCILMEMBER MITCHELL ENGLANDER & THE DEPARTMENT OF RECREATION & PARKS INVITE YOU TO JOIN US DURING OUR COMMUNITY MEETING REGARDING NAMING THE NEW 50 ACRE PARK IN PORTER RANCH

FRIDAY, NOVEMBER 16TH 4:00PM - 6:00PM

GRANADA HILLS CHARTER HIGH SCHOOL - RAWLEY HALL 10535 ZELZAH AVE. GRANADA HILLS



FOR MORE INFORMATION, CALL (818) 882-1212 OR EMAIL JESSICA.STROBEL@LACITY.ORG.





Outreach List

(January 14, 2019 meeting)

Neighborhood Councils (10)

- Porter Ranch Neighborhood Council
 - SusanGorman-Chang@prnc.org
 - Issam Najm <<u>IssamNajm@prnc.org</u> Attended the meeting
 - Shared meeting date on FB (32 comments, likes, shares) o 2,336 likes / 2,336 people following
- Chatsworth Neighborhood Council
 - info@chatsworthcouncil.org
 - president@chatsworthcouncil.org,
 - Shared meeting date on FB (28 comments, 35 likes, 7 shares) o 8,063 likes / 8,428 people following
- Northridge West Neighborhood Council
 - mmcpherson@northridgewest.org,
 - pbolin@northridgewest.org,
- Northridge East Neighborhood Council
 - GlennBaileyNENC@yahoo.com,- Attended the meeting
 - info@nenc-la.org,
 - d.dwiggins@nenc-la.org,
 - I.lundquist@nenc-la.org,
- Northridge South Neighborhood Council
 - jashjian.nsnc@gmail.com
 - northridgesouth@mail.com
- Granada Hills South Neighborhood Council
 - mbenedetto@ghsnc.org,
 - dbeauvais@ghsnc.org,
 - info@ghnnc.org,
- Granada Hills North Neighborhood Council
 - rpollok@ghnnc.com,
 - mgreenwald@ghnnc.org,
 - info@ghnnc.org,

• North Hills West Neighborhood Council

- jbeeber@nhwnc.net
- vicepresident@nhwnc.net
- Dan Gibson <u>dgibson.nhwnc@gmail.com</u>
- president@nhwnc.net
- Board@nhwnc.net
- North Hills East Neighborhood Council
 - Italia Lagunas <<u>italia.nhenc@gmail.com</u>>,
 - info@northhillseast.org,
- Canoga Park Neighborhood Council
 - mpatersonCPNC@gmail.com
 - michellemiranda@canogaparknc.org,
 - vandervalkcnc@aol.com,

Chamber of Commerce (3)

- Granada Hills Chamber of Commerce
 - email@granadachamber.com
- Northridge Chamber of Commerce
 - > nikki@northridgechamber.org
- Chatsworth/Porter Ranch Chamber of Commerce
 - info@chatsworthchamber.com
- Chatsworth Community Coordinating Council
 - chatsworthcoordinatingcouncil@gmail.com
- Northridge Kiwanis
 - President: Sharon Rose- srkiwanis1@aol.com

RAP Volunteer/Webtrack System

- RAP volunteer's email list- (zip code areas; 91324, 91325, 91326,91327)
- RAP Webtrack email list- (zip code areas; 91324, 91325, 91326,91327)

744 residents reached

RAP Social Sites

Instagram

With Instagram prior post are sent to Archives:

- First Post: December 13,
 - 15 likes, 409 reached, 519 Impressions (clicks and views)
- Second Post: January 2, 2019
 39 likes, 3 comments (pertaining to time of meeting), 763 Reach, Impressions 1,008 (clicks and views)
 - Third Post: January 3, 2019
 20 likes, 1 comment (regarding gas leak), 470 reached, 640 Impressions

> FB (on event calendar and pin to the top)

- o 3 Went, 11 interested, 16 Shares
- o 1,650 reached (8% Chatsworth, 45% Los Angeles, 1% Van Nuys)
- o 39 likes, 3 comments, 1771 impressions,

> Twitter

3,368 followers

- First Post: December 13, 5 likes, 2 retweets (1) comment (Porter Park)
- Second Post: January 3rd, 2019
 1 like
- Third Post: January 10th, 2019
 4 likes, 2 comments (Porter Park, Question about where the park was located)
- o Forth Post: January 13, 2019
- 3 likes, 2 retweets 1 comment (not related to subject matter)
- YMCA <u>JaneStanton@ymcala.org</u>, ChristopherJefferson@ymcala.org

Other/Residents

- o jeffatcnc@gmail.com,
- o lawilkinson@acm.org,
- o <u>Fred@worldsecurityinc.com</u>,

> RAP Staff (to post on their bulletin)

- o Jasmine Dowlatshahi Chatsworth RC
- o Charles Garcia- Tarzana RC
- o Karin Haseltine Canoga RC
- o Eric Calhoun- Northridge RC
- o Dwayne Finley- Sylmar RC
- o RAP Orcutt Ranch Rental
- o Elisa White Van Nuys RC

Invite you to

Join the discussion at our community meeting, learn about the amenities, proposed naming, and the process of naming a new park.

50 acre park in Porter Ranch



Monday, January 14, 2019 Chatsworth Recreation Center 22360 Devonshire St., Chatsworth, CA 91311 6:00 p.m. - 8:00 p.m.

Community Input is Important. We look forward to seeing you there! For more information call 213-202-2700 or email rose.watson@lacity.org.





MITCHELL ENGLANDER

MOTION

Mitchell Englander was born and raised in the Twelfth District of the City of Los Angeles. He has raised his own family there and continues to reside there.

Prior to resigning his City Council seat on January 1, 2019, he had served as the Twelfth District Councilmember since his election in 2011 and reelection in 2015 with 100% of the vote.

From 2003- 2011, Mitchell Englander served as Chief of Staff to Councilmember Greig Smith. In his nearly sixteen years of service to the residents and businesses of the Twelfth Council District, he helped stop the massive Las Lomas development of 5,800 homes, added Rinaldi Park, Aliso Canyon Park and Oakridge Estate Park, remediated Chastworth Park South from lead and PAH contamination and rebuilt the Northridge Pool.

Mitchell Englander obtained a closure date for the Sunshine Canyon Landfill, forced the operators to eliminate the years-long odor issues and led the City's response to the Aliso Canyon Gas Leak – including the relocation of more than 20,000 residents as well as two LAUSD schools.

He rebuilt trust in the Fire Department's response times with his FireSTAT LA program, created the Advanced Provider Unit to free-up Paramedic resources for actual emergencies and remained a fiscal watchdog over the City's financial resources. His Neighborhoods FIRST initiative and Clean Streets, Clean Starts programs have been widely copied around the City.

Mitchell Englander fought to preserve industrial properties for their job creation potential and created the innov818 zone. He was also a constant advocate for retaining the zoning and amenities necessary to preserve the equestrian way of life in the North West Valley.

Mitchell Englander was approached by Toll Brothers, the developer of Porter Ranch's future, 50-acre park, to name the facility after him. He declined the offer, asking instead that the honor be bestowed upon his late mother and sister – two longtime Twelfth District residents whose lives were typical of the struggles so many women face.

His mother, Linda Bloom, passed away at the young age of 50 and was a struggling single mother of three. Though she lost her own home due to financial struggle, she continued to volunteer throughout the community to help others in need, while raising her children. Linda relied heavily on local parks and recreation programs to make sure her children had safe places to go after school.

Natalie Bloom was Linda's oldest child. Natalie truly enjoyed the outdoors, though she often struggled with the poor air quality in the basin. For years, Natalie was frequently rushed to the hospital due to chronic, severe asthma. Natalie went on to become a Head Start elementary school teacher with a deep passion for music and outdoor events. Natalie passed away at the young age of 40 from complications resulting from asthma.

His wish to name the park "Bloom Park" in memory of Linda and Natalie was to honor them by giving local residents the opportunity to check their own troubles at the door, and enjoy outdoor recreation and events with their family, friends and neighbors.

I THEREFORE MOVE that the 50-acre park in construction in the Porter Ranch community be named "Bloom Park in Porter Ranch" in tribute to Linda and Natalie Bloom so as to honor the request of a loyal

R

steward of the Twelfth District for more that 15-years, Mitchell Englander. Bloom Park of Porter Ranch would serve as a monument to the everyday struggles and sacrifices of the women of the San Fernando Valley – whom even through their own personal adversity find a way to contribute to the betterment of their communities.

SUBMITTED BY: GREIG SMITH Councilmember, 12th District SECONDED B

FEB 0 1 2019

ATTACHMENT 4 - Letter from Council District 12 Proposing New Names dated November 15, 2022



JOHN S. LEE COUNCILMEMBER, 12TH DISTRICT

November 15, 2022

Los Angeles City Recreation and Parks Department Office of Board of Commissioners 221 N. Figueroa Street, Suite 300 Los Angeles, CA 90012

RE: Naming of New 50-Acre Park in Porter Ranch

Honorable Commissioners:

I am excited to share that construction of the new 50-acre park in Porter Ranch is underway and that completion is expected in Spring 2023. I respectfully request that the Commission consider two names for the 50-acre park and pavilion, superseding previous naming requests and actions. I request that the park be named "Jane Boeckmann Park" and that the pavilion located within the park be named "Porter Ranch Pavilion."

Jane Boeckmann was the beloved matriarch of the Boeckmann Family, the First Lady of the Galpin Motors organization, and a local resident who was a San Fernando Valley icon. She was an amazing and dynamic person with a fascinating background, and a true one-of-a-kind who lit up a room the moment she entered it. Jane was truly a woman of unwavering faith, limitless energy and boundless optimism, as well as a selfless humanitarian, civic leader, and astute businessperson.

Jane Boeckmann is perhaps most recognized for her role at the Galpin Motors automotive organization, where she served for many years as Treasurer and Corporate Director. She worked side-by-side with her husband Bert to build Galpin Ford from a small dealership into the #1 Volume Ford Dealership in the world and the most recognized automotive family in the country.

In addition to her accomplishments as a businesswoman, Jane built a long and distinguished record of local community involvement, and her heart for serving the community was boundless. Examples of her service and leadership positions include serving as a Trustee of the Valley Industry and Commerce Association and also King's College, as well as a Board Member of such diverse groups as the Valley Economic Alliance of the San Fernando Valley, Valley Presbyterian Hospital and the Salvation Army. Jane has also held key roles in organizations such as the Olive View Medical Center Foundation Advisory Board, Excellence in Media, the Heart Foundation and many more groups that benefit communities and those in need.

Board of Recreation and Parks Commissioners November 15, 2022 Page 2

In 1986, Jane received the prestigious Fernando Award, widely regarded as the highest recognition for civic engagement and volunteerism in the San Fernando Valley. She holds the honor of being the first woman to receive the award following its inception in 1959.

An exciting component of the new park is the pavilion, which features a stage for arts and performances that the community can enjoy. "Porter Ranch Pavilion" provides a historical reference to George K. Porter, one of the early landowners of the community that is now called Porter Ranch. Using the Porter name brings light to an important historical element of the San Fernando Valley and provides an opportunity to showcase Valley history.

This magnificent, community oriented 50-acre park will not only be a stunning landmark, but the true heart of this community. As approved by the Commission, the park design includes drought-tolerant and native landscaping, hiking trails, and various sports courts. Most importantly, the park and pavilion will provide a safe, tranquil and inspiring environment for the community to come together.

I am confident that this park and pavilion will quickly become one of the gems of the Northwest San Fernando Valley. For the reasons above, I cannot think of more befitting names for these future community treasures than "Jane Boeckmann Park," and "Porter Ranch Pavilion."

I thank you for your consideration.

Sincerely,

JOHN S. LEE Councilmember, Twelfth District



JOHN S. LEE Councilmember, 12th District

March 1, 2023

Los Angeles City Recreation and Parks Department Office of Board of Commissioners 221 N. Figueroa Street, Suite 300 Los Angeles, CA 90012

RE: Naming of New 50-Acre Park and Pavilion in Porter Ranch

Honorable Commissioners:

I am excited to share that construction of the new 50-acre park in Porter Ranch is underway and that completion is expected in Spring 2023. I respectfully request that the Commission consider two names for the 50-acre park and pavilion, superseding previous naming requests and actions. I request that the park be named "Jane Boeckmann Park" and that the pavilion located within the park be named "Sesevenga Pavilion."

Jane Boeckmann was the beloved matriarch of the Boeckmann Family, the First Lady of the Galpin Motors organization, and a local resident who was a San Fernando Valley icon. She was an amazing and dynamic person with a fascinating background, and a true one-of-a-kind who lit up a room the moment she entered it. Jane was truly a woman of unwavering faith, limitless energy and boundless optimism, as well as a selfless humanitarian, civic leader, and astute businessperson.

Jane Boeckmann is perhaps most recognized for her role at the Galpin Motors automotive organization, where she served for many years as Treasurer and Corporate Director. She worked side-by-side with her husband of more than 50 Bert to build Galpin Ford from a small dealership into the #1 Volume Ford Dealership in the world and the most recognized automotive family in the country.

In addition to her accomplishments as a businesswoman, Jane built a long and distinguished record of local community involvement, and her heart for serving the community was boundless. Examples of her service and leadership positions include serving as a Trustee of the Valley Industry and Commerce Association and also King's College, as well as a Board Member of such diverse groups as the Valley Economic Alliance of the San Fernando Valley, Valley Presbyterian Hospital and the Salvation Army. Jane has also held key roles in organizations such as the Olive View Medical Center Foundation Advisory Board, Excellence in Media, the Heart Foundation and many more groups that benefit communities and those in need.

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Board of Recreation and Parks Commissioners February 13, 2023 Page 2

In 1986, Jane received the prestigious Fernando Award, widely regarded as the highest recognition for community service in the San Fernando Valley. She holds the honor of being the first woman to receive the award following its inception in 1959.

For nearly 40 years Jane lived and raised her family just south of the new 50-Acre Park in Porter Ranch. The park will now be enjoyed by local organizations she supported such as the North Valley Family YMCA in Porter Ranch and the endless number of people she has touched and reached throughout the San Fernando Valley. Jane was also a longtime supporter of Shepherd Church in Porter Ranch. The Church is a mainstay in the local community providing everything from an annual local 4th of July fireworks show to providing food and shelter to Porter Ranch residents during the Saddleridge Fire.

An exciting component of the new park is the pavilion, which features a stage for arts and performances for the community. Naming the pavilion Sesevenga, which means "the place of the sycamore-woods" in the Takic language, promotes land acknowledgement through culturally-competent naming that honors the legacies of Indigenous people. Using the Sesevenga name brings light to the history of the area and acknowledges the "first people of the land."

This magnificent, community oriented 50-acre park and pavilion will not only be a stunning landmark, but the true heart of this community. As approved by the Commission, the park design includes drought-tolerant and native landscaping, hiking trails, and various sports courts. Most importantly, the park and pavilion will provide a safe, tranquil and inspiring environment for the community to come together.

I am confident that this park and pavilion will quickly become one of the gems of the Northwest San Fernando Valley. For the reasons above, I cannot think of more befitting names for these future community treasures than "Jane Boeckmann Park," and "Sesevenga Pavilion."

I thank you for your consideration.

Sincerely,

JOHN S. LEE Councilmember, Twelfth District

Jane Boeckmann Bio

Jane Boeckmann was the beloved matriarch of the Boeckmann Family, the First Lady of the Galpin Motors organization, and a San Fernando Valley icon. For nearly 40 years this selfless humanitarian, astute business person and civic leader, lived and raised her family minutes away from the new 50-Acre Park in Porter Ranch. We would be hard pressed to find another local resident who has contributed as much to their neighborhood and the San Fernando Valley, than Jane Boeckmann.

She was an amazing and dynamic person with a fascinating background, and a true one-of-a-kind person who lit up a room the moment she entered it.

She is perhaps most recognized for her role at the Galpin Motors automotive organization. Jane worked side-by-side with her husband and soulmate of more than 50 years, Bert Boeckmann to build Galpin Ford from a small dealership into the #1 Volume Ford Dealership in the world and the most recognized automotive family in the country.

Jane founded the highly successful Valley Magazine, and served as Publisher and Editor-In-Chief for 25 years. For Jane, this was not just a business venture, but it was part of her unwavering devotion and commitment to the San Fernando Valley that she loved. She also founded and published Valley Brides Magazine, which was also a successful publication.

In addition to her accomplishments as a businesswoman, Jane built a long and distinguished record of local community involvement, and her heart for serving the community was boundless. Examples of her service and leadership positions include serving as a Trustee of both the Valley Industry and Commerce Association and also King's College, as well as a Board Member of such diverse groups as the Valley Economic Alliance of the San Fernando Valley, Valley Presbyterian Hospital and the Salvation Army. Jane has also held key roles in organizations such as the Olive View Medical Center Foundation Advisory Board, Excellence in Media, the Heart Foundation and many more groups that benefit communities and those in need. The Boeckmann family are also longtime supporters of Shepherd Church, the North Valley Family YMCA in Porter Ranch, Chatsworth/Porter Ranch Chamber of Commerce and many more organizations serving the North Valley/Porter Ranch area.

In the public sector, Jane's service has included many years of dedicated service on the Board of Governors of the Los Angeles County Museum of Natural History, the Board of Directors of the State of California 51st Agricultural District, as well as a founding member of the Los Angeles County First 5 L.A. Commission.

While Jane was very humble and unassuming in her philanthropy and all that she did, numerous honors and awards were bestowed upon Jane by those who wanted to recognize and thank her for the difference that she made.

In 1986, Jane was the first woman to receive the prestigious Fernando Award, widely regarded as the highest recognition for community service in the San Fernando Valley. She holds the honor of being the first woman to receive the award following its inception in 1959.

Jane Boeckmann Bio

She also received the Star of the Valley Award from the Valley Economic Alliance, the Free Enterprise Award from the San Fernando Valley Business and Professional Association, Woman of the Year Award from the American Business Women's Association, the Angel Award from Religion in Media, the Jack Webb Award from the Los Angeles Police Historical Society, the Humanitarian Award from New Directions For Youth, The Love of Children Award from Child Help U.S.A., the George Washington Honor Medal from the Freedoms Foundation at Valley Forge, California Mother of the Year from American Mothers, Inc. and so many more well deserved forms of appreciation and recognition.

Jane was born Floy Jane McCord on November 8th, 1930 in Van Buren Arkansas to parents Albert Lee McCord and Mamie Schuster, and moved to Los Angeles at the age of 11. She always had a love of learning, excelled at local public schools, even to the point of skipping the 8th grade and still going on to be named Valedictorian. She went on to two years of university study in Edinburgh, Scotland.

She passed away peacefully at the age of 90 on April 28th, 2021, surrounded by her loving family, following a courageous battle with Pancreatic Cancer.

ATTACHMENT 7 - Letter from RAP to the Fernandino Tataviam Band of Mission Indians dated January 30, 2023 DEPARTMENT OF RECREATION City of Los Angeles AND PARKS California

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS PRESIDENT

> LYNN ALVAREZ VICE PRESIDENT

TAFARAI BAYNF NICOLE CHASE JOSEPH HALPER

TAKISHA SARDIN BOARD SECRETARY (213) 202-2640

January 30, 2023



MAYOR

GENERAL MANAGER

MATTHEW RUDNICK EXECUTIVE OFFICER

CATHIE SANTO DOMINGO ASSISTANT GENERAL MANAGER

BELINDA JACKSON ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE ASSISTANT GENERAL MANAGER

(213) 202-2633

Fernandino Tataviam Band of Mission Indians Attention: Rudy Ortega, President ROrtega@tataviam.us 1019 Second Street San Fernando, CA 91340

Dear Mr. Ortega:

Since time immemorial, the Tongva, Kizh, and Tataviam have lived in what is now Los Angeles. These local tribes have been dispossessed of their entire land base and today are landless. They lack access to spaces to perform traditional ceremonies or gather as a community.

As part of the Department of Recreation and Parks' (RAP) commitment to reparative justice, I support the City's establishment of Indigenous cultural outreach. Working with tribal leaders and communities and acknowledging the need to strengthen our relationships with the Native community, while also addressing tribes' lack of access to land for ceremonial and other purposes.

One significant piece of land to this community is located at Porter Ranch Park, 11000 Tampa Avenue, Northridge, CA 91326. Thus, RAP in collaboration with the Board of Recreation and Parks Commission, would like you to join us in the process of renaming the park that is associated with Porter Ranch Park.

Sincerely,

J∕mr∕ny Kim

General Manager

CC: Sylvia Patsaouras, Board President



Roger W. Jessup Park – Approval of "The Oasis of Pacoima" Art Installation

Background:

Roger W. Jessup Park is located at 12467 West Osborne Street in the Pacoima area of the city. This 14.41-acre park provides a playground, community room, picnic tables, restrooms and a community garden for the surrounding community.

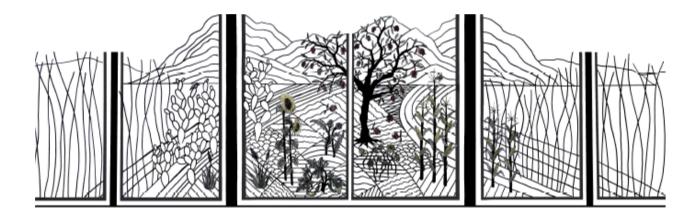
In March of 2018, the Office of Council District 7 introduced the Roger Jessup Park Gate Public Art Project that was approved through the Arts Development Fee Expenditure Plan in Fiscal Year 2018/19 as part of the Department of Cultural Affairs' (DCA) Arts Development Fee Program.

RAP is in receipt of the Public Art Application, the Art Waiver Form and additional documentation for the "The Oasis of Pacoima" that were provided by DCA on February 21, 2023. The project is proposing to install a decorative gate entrance to the community garden.

Decorative Gate Design:

The gate, designed by artist James Naish, will have flora and fauna elements designed to encapsulate the spirit and history of the community garden and encourage engagement with the space. The gate will measure approximately 12 feet 7 inches wide and 10-12 feet high. The additional side panels on either side of the gate will measure approximately 6 feet wide and 8 feet high, and is intended to taper down the design and connect the gate to the remainder of the fencing. The fencing surrounds the length of community garden. The gate and fence panels will be rendered three dimensionally in forged and cast metal. One of the proposed central elements is the depiction of a large pomegranate tree that symbolizes life and abundance. The composition shows the pomegranate seeds falling to the ground - epitomizing the cycle of life and the selfaffirming power of gardening, nature, and community. The design also reflects the pathway through the garden that one takes to reach the orchard above - a tucked away oasis above the city. The gate design also shows garden plots disappearing into the horizon, hills, and mountains. The scene contains depictions of a number of different plants and vegetation that is harvested as well as fauna from the area. The proposed gate aims to express the surrounding building types, materials, theme, community culture or architectural design, etc. The gate and fence panels will be rendered three dimensionally in forged and cast metal.

Below are three images of the proposed decorative gate:







Project Funding and Maintenance:

To construct the gate, the Arts Development Fee Trust Fund (ADFTF) will provide funding in the amount of Sixty-Two Thousand, Seven Hundred and Sixty-Two Dollars (\$62,762.00). This funding amount provided by ADFTF is intended to cover the cost of the gate's installation and maintenance. The artist that is the main lead on this project is James Naish. The gate will be primed, painted and coated with anti-graffiti coating. The majority of the gate will be fabricated from solid metal that has a material life span of 100+ years. A more detailed maintenance manual will be provided by James Naish upon completion of the project. DCA will be responsible for the gate's maintenance for the duration of its installation. This proposed gate is proposed to be a permanent installation for at least 25 years.

Community Outreach:

The proposed gate installation was presented at a community meeting that was held in March 2023 to share the artist's original concept and provide more specificity about the design elements of the gate.

Department of Cultural Affairs Review and Approval:

The proposed gate installation was presented to the Los Angeles Department of Cultural Affairs' Cultural Affairs Commission (CAC) for conceptual approval on January 11, 2023. The proposed gate installation was granted conceptual approval from the CAC.

Recommendation:

RAP staff is seeking conceptual approval from the Facility Repair and Maintenance Task Force before moving this proposal forward for the full RAP Board's consideration.

Attachments:

- 1) Public Art Application
- 2) CAC Presentation

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Application (Rev. 08/2014)

Date: February 21, 2023

1. Applicant: (Individual name or organization, address, email, telephone):

James Naish DBA Naish Studios

2. Project Title/Description (attach separate sheet if required):

"The Oasis of Pacoima" will be a site-specific gate that encapsulates the spirit and history of the community garden. Made with cast metal this gate will measure approximately 12 feet 7 inches wide and 10-12 feet high. The additional side panels on either side of the gate will measure approximately 6 feet wide and 8 feet high, and is intended to taper down the design and connect the gate to the remainder of the fencing.

- 3. Project Location/Street Address: ____ Roger Jessup Park, 12467 Osborne Street, Pacoima, CA 91331
- 4. Council District of Project Location: 7th District, Roger Jessup Park
- 5. Artist(s) Information (attach separate sheet for multiple entries, if required):

 Name:
 James Naish

 Address:
 2429 Eastlake Avenue

Email(s): _jrnstudio@gmail.com Telephone(s): (323) 314-3824

- 7. Expected Length of Time for Installation:
- 8. Expected Lifespan of Project: (3 years, 5 years, 7 years, other,) 10 year maximum: <u>25+ years, consistent</u> with commissioned public artworks
- 9. Who will be responsible for maintaining the project during its lifespan? (attach separate sheet if required)

Name:	Department of Cultural Affairs	Address:	201 N. Figueroa Street, Suite 1400
_	1	-	

 Email:
 tania.picasso@lacity.org
 Telephone:
 213.202.5525

- 10. Do you have a signed contract with the artist regarding the proposed project?
- (Y) or N
- 11. Do you have a signed contract with the artist addressing the duration the project will remain in place, project maintenance, and/or removal of the project from park property?
- 12. If "Yes" to either of 10 or 11 above, please attach one (1) copy of each contract.
- 13. See "Required Documentation" sheet for additional information and requirements.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Proposal Required Documentation (Rev. 08/2014)

All requested items and copies of requested documents must be submitted to RAP before an application can be processed and scheduled for an initial review.

- A. Application Form;
- B. Artist(s) Resume(s) please be sure the resumes list other past public art projects the artists have done, with descriptions, locations, and dates of each project.
- C. Relevant Press one review (one page maximum) of the artist's work or the applicant's work.
- D. Written Narrative (maximum two pages) in the order they appear below. Please address and include a description of the following items:
 - 1. Funding Source(s) Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed.
 - 2. Artist Selection Process How was the artist selected? How many artists were interviewed/considered?
 - 3. Design How was it derived?
 - 4. Community Context How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.
 - 5. Production Process How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production the artist, the artist and assistants, or the artist and students?
 - 6. Maintenance Identify (name, address, email, telephone) the individual who will arrange to have the project cleaned and/or repaired. With what funds and for how long is this maintenance commitment? Describe the process you have developed to maintain the installation over its lifespan. Attach a signed letter or other documentation from the individual responsible for this maintenance commitment indicating his/her acceptance of this responsibility.
 - 7. Agreement Regarding Anti-Graffiti Coating Application of an anti-graffiti coating is mandatory. Attach a letter or other correspondence showing that an anti-graffiti coating has been arranged.

E. Detailed Sketch and/or Drawing – Colors and details must be accurately indicated and rendering must be to scale. Indicate the precise area of the park where the project is proposed. Provide a photograph of the proposed location with an overlay of the proposed project at scale. (7 copies)

F. Color Photographs of the Site and Surroundings – Show adjacent buildings, buildings across the street, and local landmarks that indicate the flavor of the neighborhood. (7 copies)

STAFF SUMMARY FOR: HEARING DATE/TIME:	Cultural Affairs Commission January 11, 2023; 1:30 PM
PROJECT TITLE/ID:	Oasis of Pacoima, Roger Jessup Park Gate Public Art Project
LOCATION:	12467 Osborne Street, Pacoima, CA 91331
OWNER:	City of Los Angeles, Department of Cultural Affairs
COUNCIL DISTRICT:	Councilmember Monica Rodriguez, 7th District
ARTIST:	James Naish DBA James Naish Studio
VALUATION:	\$62,762
STAFF CONTACT:	Tania Picasso, Arts Manager II
RECOMMENDATION:	Conceptual Approval

HISTORY WITH CULTURAL AFFAIRS COMMISSION: None

PROJECT SUMMARY: BACKGROUND:

In March of 2018, the Office of Council District 7 introduced the Roger Jessup Park Gate Public Art Project that was approved through the Arts Development Fee Expenditure Plan in Fiscal Year 2018/19 as part of the Department of Cultural Affairs' (DCA) Arts Development Fee Program. This artwork will be permanently sited at the entrance of the Roger Jessup Park Community Garden located at 12467 Osborne Street, Pacoima, 91331. This project is a City collaboration between the Office of Council District 7, DCA, and the Department of Recreation and Parks (RAP).

This project is a response to the desire of the Council Office to beautify its neighborhood while providing a safe and accessible entry point to the Roger Jessup Park Community Garden. The Community Garden's entrance gate is tucked away towards the rear of the park, past the parking lot from the Osborne Street entrance. The goal was to introduce more community members to this resource and increase the Community Garden's visibility through the artistically designed decorative entrance gate by elevating the aesthetic of the entrance that will reflect the local community and give the park a true sense of identity. This four acre garden features approximately 40 garden boxes, and a communal hillside filled with fruit trees maintained by the LA Garden Council. The park, operated by the Department of Recreation and Parks, which is approximately 627,880 square feet, also has picnic benches and a playground.

Artist James Naish (DBA James Naish Studios) was awarded the commission for the Roger Jessup Park Gate Public Art Project based on their concept to provide a site-specific gate with flora and fauna design elements to encapsulate the spirit and history of the community garden and encourage engagement with the space. The gate will be forged, made with cast metal, and will measure approximately 12 feet 7 inches wide and 10-12 feet high. The additional side panels on either side of the gate will measure approximately 6 feet wide and 8 feet high, and is intended to taper down the design and connect the gate to the remainder of the fencing.

The Department of Recreation and Parks manages the site and has been a partner throughout the process. The art project will go before the RAP Task Force and Board for approval to create the artist-designed gate.

- **FUNDING:** The art project budget is \$62,762. Funding originated from the Arts Development Fee Trust Fund, and includes all costs related to the production and installation of the artwork. Additional funding through Council Office's Quimby funds have been identified for site preparation costs.
- **ARTIST SELECTION:** In January 2021, the Public Art Division issued a Request for Proposals (RFP) for artists to create a unique decorative iron gate at the entrance for the Roger Jessup Park Community Garden. Artists were required to demonstrate their professional capacity to oversee all aspects of the project including the design, fabrication, and installation of the gate. The open-call targeted Southern California-based artists, distributed through DCA's various social media platforms as well as the Council Office's newsletter, and available for six weeks. A total of 33 applications were received. DCA convened a five-person professional peer panel composed of an artist, conservator, a community representative and representative from the Bureau of Engineering and Recreation and Parks. Upon the panel's review of the submissions, three artists and two artists teams were selected to further refine their proposals. The selected artists were invited to the the second and final professional peer panel with the same five evaluators to present their concepts. Based on the strength of the proposal, professional expertise, local knowledge, and appropriateness of past work James Naish DBA James Naish Studio was selected by the professional peer panel for the Alhambra Art Wall Project.

ARTICULATION OF ARTISTIC INTENT:

The artist's objective is to create a monumental and transformative entranceway for the Roger Jessup Park Community Garden. The gate will measure approximately 12 feet 7 inches wide and 10-12 feet high. The artist's design depicts the community garden and the surrounding area by emphasizing natural elements. The gate and fence panels will be rendered three dimensionally in forged and cast metal. One of the proposed central elements is the depiction of a large pomegranate tree that symbolizes life and abundance. The composition shows the pomegranate seeds falling to the ground - epitomizing the cycle of life and the self-affirming power of gardening, nature, and community. The design also reflects the pathway through the garden that one takes to reach the orchard above - a tucked away oasis above the city. The gate design also shows garden plots disappearing into the horizon, hills, and mountains. The scene contains depictions of a number of different plants and vegetation that is harvested as well as fauna from the area. James Naish incorporated feedback provided by the professional peer panel during the first round and infused more natural, landscape elements to reflect the botanical accuracy of the site.

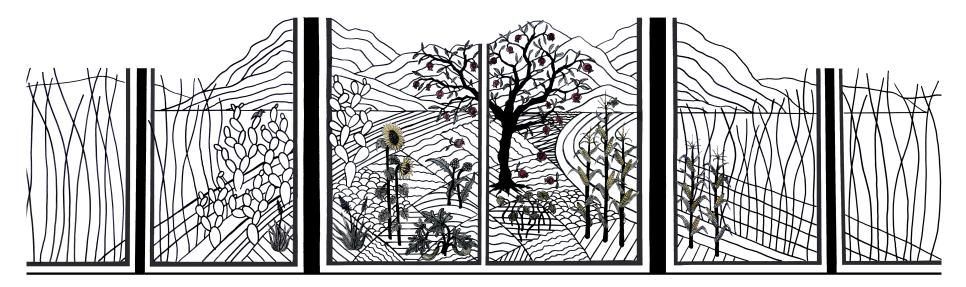
The artist will conduct a community meeting to get input on the final design of the gate without fundamentally compromising the spirit of the artistic intent.

- **MEETINGS:** The project will go before the Department of Recreation and Parks Advisory Force and Commission for approval during the month of February. Additionally, a community meeting will be held during the month of March 2023 to share the artist's original concept and get more specificity about the design elements of the gate.
- **MAINTENANCE:** The gate will be primed, painted and coated with anti-graffiti coating. The majority of the gate will be fabricated from solid metal that has a material lifespan of 100+ years.

A more detailed maintenance manual will be provided by James Naish upon completion of the project.

The City agencies involved in the project will be responsible for general maintenance and care of the artwork and site. Specifically, the Department of Cultural Affairs will be responsible for the gate's maintenance.

- **PROS:** Oasis of Pacoima will create an aesthetically pleasing, warm, and inviting entrance to the Roger Jessup Park Community Garden for the community to enjoy. The project fosters a sense of community pride and local history, and will provide a safe and friendly environment for the neighborhood. The project is strongly supported by the Office of the 7th Council District , the Department of Cultural Affairs and the Department of Recreation and Parks.
- CONS: None.
- **RECOMMENDATION:** DCA staff recommends conceptual approval of this permanently-sited public art project installed on city property.
- **ATTACHMENTS:** Project narrative, conceptual visual renderings, budget, site images, site plans, and preliminary maintenance manual.

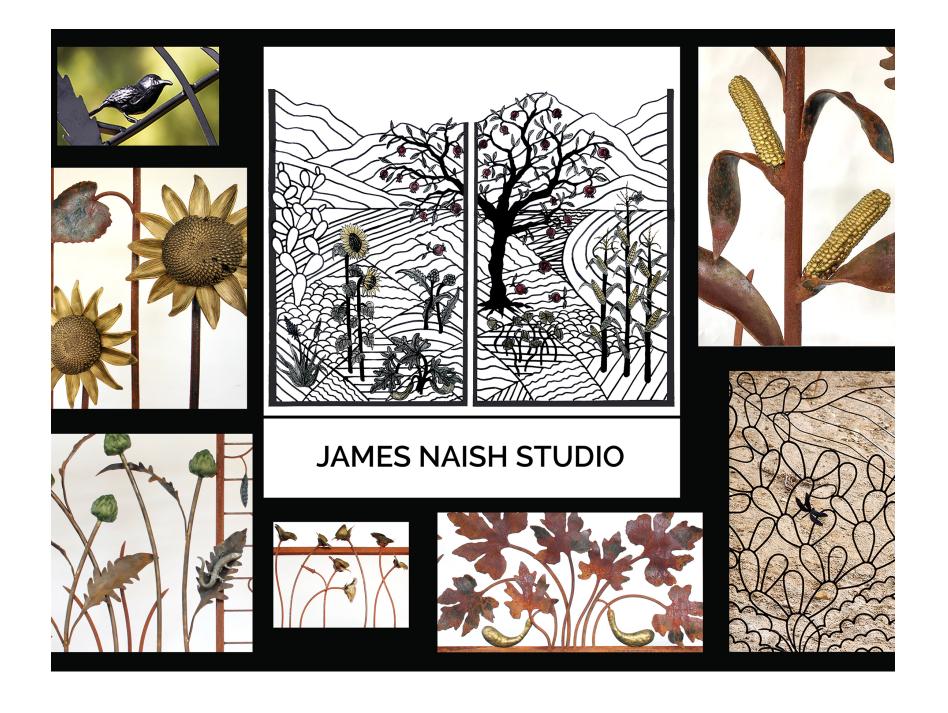


JAMES NAISH STUDIO



JAMES NAISH STUDIO





Proposal Description for Oasis of Pacoima

by James Naish Studio

The Oasis of Pacoima gate will be a monumental and transformative entranceway for Roger Jessup's Community Garden. My design for the project consists of an artistic depiction of the community garden and the surrounding area. The gate and fence panels will be rendered three dimensionally in forged and cast metal.

The revised design depicts a large pomegranate tree - a symbol of life and abundance. The pomegranate fruit and seeds fall to the ground - epitomizing the cycle of life and the self-affirming power of gardening, nature, and community. The composition reflects the pathway through the garden that one takes to reach the orchard above - a tucked away oasis above the city.

The gate design also shows garden plots disappearing into the horizon, hills, and mountains. The scene contains depictions of a number of different plants and vegetables found in the garden: pomegranate trees, corn, squash, nopales, aloe, sunflowers, etc. The design also includes representations of butterflies, dragonflies and birds. Following the feedback from my first drawing, I reduced the density and simplified the composition to produce a more bold and graphic entranceway. This new design is directly influenced by the landscape and I hope that people using the garden will appreciate the botanical accuracy and joyful representation of their space.

After many visits to the site, I believe my gate design captures the essence of the garden and will encourage engagement with the space and create a sense of place-making and pride for the community.

Budget for Oasis of Pacoima

<u>by James Naish Studio</u>

Fabrication (Gate, Decorative Fence Panels,		
Posts)		
Materials	\$ 6,500	
Foundry Work (cast objects)	\$ 5,500	
Labor	\$20,500	
CA Sales Tax (on gate, fence, posts, and labor)=	\$ 3,090	
Total Fabrication		\$35,587
Installation/Other Costs		
Installation and Installation Materials (contractor	\$ 8,500	
to carry required insurance)		
Design Fees and project management	\$ 4,000	
Engineering	\$ 3,200	
Contingency	\$ 3,700	
Total Installation/Other		\$19,400
	PROJECT TOTAL	\$54,987

Maintenance Plan Oasis of Pacoima by James Naish Studio

- 1. The gate will be primed, painted and coated with anti-graffiti treatment.
- 2. If the anti-graffiti treatment wears off the gate can easily be repainted with standard matching color.
- The majority of the gate will be fabricated out of solid metal that has a material life span of 100+ years.

<u>Timeline</u>

Fabrication= 3-6 months

Installation=2 days

*Note: the timeline depends on clients' deadlines and payment schedule.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

Balboa Sports Center Resiliency Project

In 2020, the MOU between the Los Angeles Department of Water and Power (LADWP) and Los Angeles Department of Recreation and Parks (RAP) Regarding the Installation of Distributed Energy Resources (DERs) was signed. This agreement allows LADWP and RAP to mutually agree on RAP facilities where LADWP can install solar, battery, and/or electric vehicle (EV) chargers.

RAP and LADWP are proposing the Balboa Sports Complex Resiliency Project which is located at the Balboa Sports Complex (17015 Burbank Blvd, Encino, CA 91316), in CD 6, as the next project as part of this MOU partnership. The project will include the installation of 1.9MW of solar carport & solar shade structures, at least 50kW of solar rooftop, a 2MWh energy storage system, and three DC Fast EV chargers. This project will also incorporate an electrical interconnection upgrade, if applicable, to accommodate RAP and BOE's future electrification at the site.

All solar carports and solar shade structures will include lighting underneath, and will take all RAP operations into consideration when designing and constructing. The solar carports and solar shade structures will provide shade to the majority of parking areas and several baseball bleachers. Trees will be trimmed, but not removed, in this process (areas shown in Figure 1). The energy storage will be flexibly connected to the electric grid and the Balboa Sports Complex, which will provide RAP with more than 3 days of backup power, in combination with the onsite solar. Each DC fast charger will be capable of charging two vehicles at a time, meaning up to six vehicles can charge simultaneously at this location. The solar carport, energy storage, and EV chargers will be funded, owned, and maintained by LADWP. RAP will have the option to take ownership of the EV chargers after 3 years of LADWP's ownership, enabling an additional revenue stream for RAP. The solar rooftop will be designed and constructed by LADWP forces, but will be owned by RAP. Through the UB budget, RAP has secured \$400,000 for the solar rooftop installation. The solar rooftop installation will contribute to offsetting RAP's energy, lowering RAP's electric bill.

Given the recurring natural events such as heat waves, wild fires and the ever-present potential for earthquakes in Los Angeles, the deployment of DERs provide these City facilities with improved reliability and energy savings while contributing towards LA's Green New Deal and 100 percent zerocarbon emission goals. These installations will serve the local community by providing the public with a facility with emissions free backup power, an increase in local zero-carbon energy, and publicly available EV chargers. We are requesting that this project be approved due to the substantive benefits for the local community and the City.

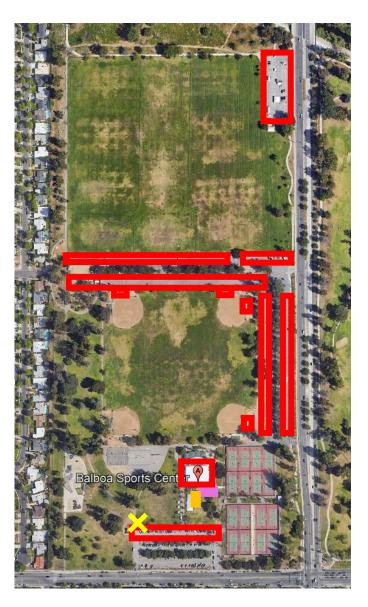
CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

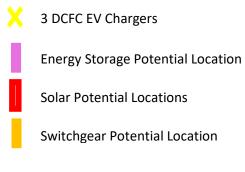
Figure 1: Tree Trimming locations



Figure 2: Outline of Project/ Equipment Locations



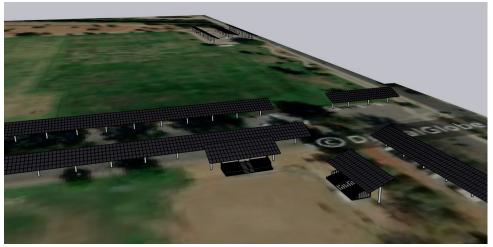


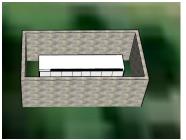


CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

Figure 3: Renderings of Balboa Sports Center







CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING April 6, 2023

<u>**Project Name:**</u> NORTH OUTFALL SEWER (NOS) REHAB UNIT 20 & 21 – ZOO DR. R/W TO DORAN ST., W.O. SZC13947 (Department of Public Works, Bureau of Engineering, Wastewater Conveyance Engineering Division)

Requested Action: Commissioners' input on sewer work in Griffith Park Ferraro Fields

Project Location: The NOS Unit 20 & 21 project will rehabilitate approximately 6,157 feet of the 100 year old sewer. The sewer is comprised of approximately 3,667 linear feet of 48-inch pipe and a siphon that includes 830 feet of 42-inch pipe, 830 feet of 24-inch pipe, and 830 feet of 21-inch pipe. The sewer alignment runs under or near the 134 and 5 freeways, through the Griffith Park Ferraro Fields, and under the Los Angeles River. Most of the project is in Council District 4 and the remainder is in Council District 13. Approximately 1,130 linear feet are within the Ferraro Fields (Attachment 1).

Scope of Work: The NOS was constructed in the 1920s and is in poor condition. Closed-Circuit Television revealed a sewer hole in the upstream portion of the sewer. The project schedule is being accelerated to rehabilitate the sewer as early as possible. The construction starts December 1, 2023 and ends November 28, 2025. To rehabilitate the NOS, seven (7) access pits will be excavated to slipline a new pipe into the existing NOS to restore the structural integrity of the sewer. The excavation depths vary from 10 feet to 20 feet. Maintenance holes will be added, relocated, or upgraded to improve access for future inspection, cleaning, and repairs. New sewer gas trap devices will be installed on sewer laterals to reduce odor. Also, optional grout ports (small excavations) may be installed to facilitate the sliplining of the sewer.

Due to the NOS alignment, the sewer work falls within the park and soccer fields. The work areas will be blocked off to ensure the public's safety and are needed for approximately one (1) year. Public Works and the contractor will coordinate with Rec & Parks on a construction schedule that minimizes the impact to the soccer fields. All existing landscaping and improvements will be protected or restored to a condition that is equal or exceeds the original condition.

<u>All Funding Sources and Amounts:</u> The project's construction cost is \$24,642,000 and will be funded from the City's Sewer Construction and Maintenance Fund (SCM).

<u>Community Outreach</u>: The Neighborhood Councils of CD 4 and CD 13 were briefed on 3/13/2023 and 3/16/2023, respectively.

Implementation of Shade: No shade will be implemented into the project, as this is a subsurface sewer project.

<u>Plant and Tree Specifications:</u> Currently there are no plans to impact any trees or plants. However, if at the time of construction trees and/or plants will be impacted, we will notify Rec & Parks for replacement specifications/requirements.

Enclosure:

Attachment 1: NOS Unit 20 & 21 Task Force Presentation





North Outfall Sewer (NOS) Rehabilitation Unit 20 & 21 Zoo Dr. Right-of-Way To Doran St. W.O. SZC13947

Department of Recreation & Parks Task Force Meeting

April 6, 2023

Department of Public Works

Bureau of Engineering

Wastewater Conveyance Engineering Division



PROJECT VICINITY MAP





LEGEND:





WHY IS SEWER REPAIR NEEDED?



48-inch Sewer Concrete Pipe



- Sewer hole in the upstream portion of sewer alignment
- 100-year-old pipe (built in 1920s)



- Protective tile layers have fallen
- Concrete pipe exposed to sewer gases

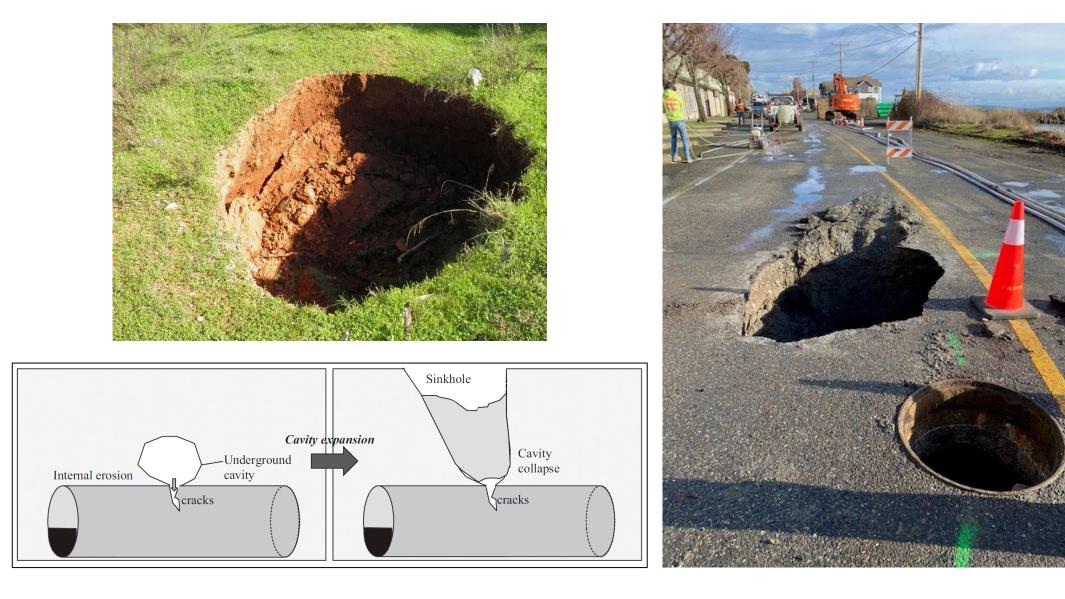


- Concrete corrosion
- Reduction of structural stability



PREVENT SINKHOLES

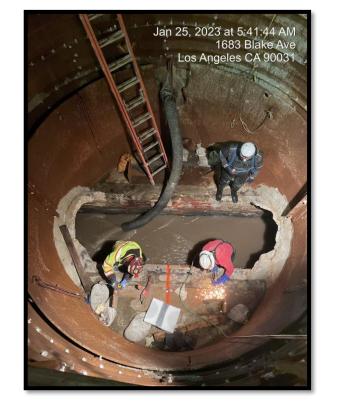






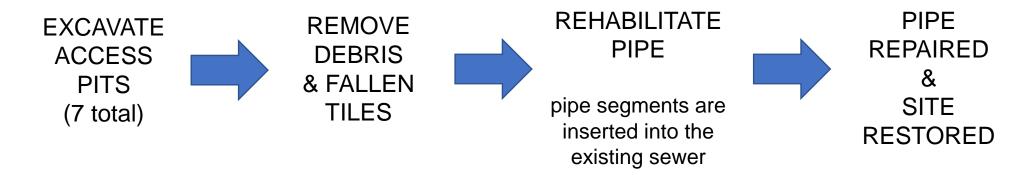
SEWER REPAIR PROCESS







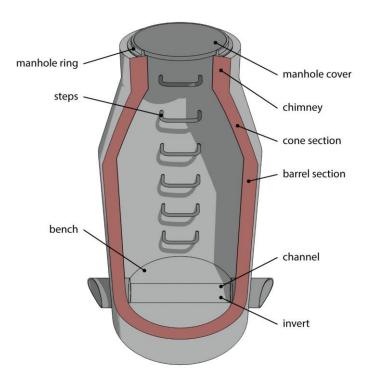


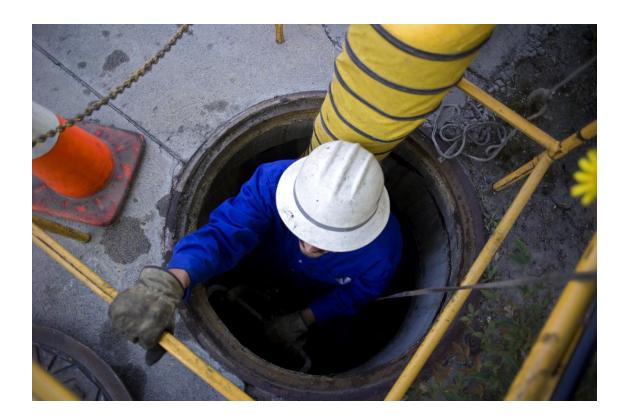




SEWER MAINTENANCE HOLE







MAINTENANCE HOLES WILL BE ADDED, RELOCATED, OR UPGRADED. THEY IMPROVE ACCESS FOR INSPECTION, CLEANING, AND REPAIRS.











PROJECT IMPACTS TO FERRARO FIELDS

















- You may experience some odors during construction. This is normal and odors should cease upon completion. Odor controlling devices will be utilized to minimize the impact.
- Noise, dust and vibration are associated with this type of construction; mitigation measures will be in place.
- After 5:00 p.m. and weekends, contact the LA Sanitation & Environment Customer Care Center at (800) 773-2489.
- Schedule is subject to change due to weather and other unforeseen circumstances.







- Community Outreach Team Contact
 - Danielle Sevilla
 - Email: danielle.sevilla@lacity.org