

APPROVED

DEC 15 2022

BOARD REPORT

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

NO. 22-305

DATE December 15, 20

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STATE SPECIFIED GRANT FOR RIO DE LOS ANGELES STATE PARK –
OUTDOOR IMPROVEMENT PROJECT (PRJ21462)(E1908950);
AUTHORIZATION TO APPLY AND SUBMIT APPLICATION; APPROVAL OF
PROJECT SCOPE; ACCEPTANCE OF GRANT AWARD IF AWARDED

B. Aguirre	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
B. Jackson	_____	*N. Williams	<u>NDW</u>

General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Sylvia Paganos* Board Secretary *Sabrina Sarden*

RECOMMENDATIONS

1. Approve the filing of an application by the Department of Recreation and Parks' (RAP) to the State of California, Office of Grants and Local Services (State) for the State Specified Grant (Grant) for the Rio De Los Angeles State Park – Outdoor Improvement Project (PRJ21462)(E1908950) ("Project") as described in this Report;
2. Authorize RAP's General Manager to accept and receive the State Specified Grant funds for the Project, if awarded and subsequent to Mayor and City Council approval of such acceptance, and to execute a grant agreement in substantially the form set forth as Attachment No. 1 to this Report for the Project scope and amount as more fully set forth in this Report, subject to the approval of the Mayor and City Council and City Attorney approval as to form; and
3. Direct RAP staff to transmit a copy of the State Specified Grant award for the Project to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council approval, pursuant to the Los Angeles Administrative Code Section 14.6 *et seq.* as may be amended;
4. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the State Specified Grant funds upon acceptance of such grant award funds by RAP after obtaining all necessary approvals;
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report; and

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6. Direct RAP staff and/or Bureau of Engineering (BOE) staff to return to the Board of Recreation and Parks Commissioners (Board) for approval of finalized design plans and California Environmental Quality Act (CEQA) determinations for the Project.

SUMMARY

In mid-October 2021, the State of California Office of Grants and Local Services (State) notified RAP that through the State budget process, the specified funds were approved for two (2) City of Los Angeles projects through the Fiscal Year 2021-2022 California State budget process. Usually when a Specified Grant has been approved (via State Fiscal Year Budget) to the City of Los Angeles, the City of Los Angeles City Councilmember(s), the Assemblyperson, and/or the California Senator have agreed that the project in their district, needs additional funding for improvements. The State Specified Grant allocated project(s) were for Rio de Los Angeles Park and LA State Historic Park.

Between November 2021 and January 21, 2022, RAP staff met with Public Works/Bureau of Engineering (BOE) to determine what the project scopes should be. RAP staff has determined that BOE will take the lead as project manager for Rio de Los Angeles Park.

Project Name	Project Manager	Council District	Project Scope	Grant Award Amount
Rio de Los Angeles State Park – Outdoor Improvements Location: 1900 N San Fernando Rd, Los Angeles, CA 90065	BOE	1	1. Replace existing turf field with new 180’x300’ multipurpose synthetic field 2. Replace existing turf field with new 150’x240’ multipurpose synthetic field 3. Renovate existing turf field into 120’x210’ natural turf field 4. New shade structures, ADA walking paths and lighting throughout the park 5. BBQ and picnic area improvements 6. Parking lot renovation 7. New landscaping throughout the park 8. Demolition of existing restroom, replace with new prefab restroom building	\$4,750,000

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On January 21, 2022, RAP staff received a Specified grant contract from the State for the Rio de Los Angeles and Los Angeles Historic State Park – Farmer’s Market. RAP currently has a lease agreement with the California Department of Parks and Recreation (State Parks) for Rio de Los Angeles State Park premises, but RAP does not own nor leases the premises of the Los Angeles Historic State Park. Thus, after consultation with RAP, on October 31, 2022, State issued RAP a new grant contract for the Specified Grant - Rio de Los Angeles State Park in the amount of \$4,750,000 (Attachment No. 1). The Specified Grant Contract performance period is from July 1, 2021 through June 30, 2028.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Grant Project has not yet been designed. RAP and BOE staff will return to the Board with CEQA determinations for the Project once the design plans have been finalized.

FISCAL IMPACT STATEMENT

The final improvements at Rio de Los Angeles are expected to be very similar to the scope descriptions in the 2018 Proposition 68, Round 3 application. While funds to complete this project have been awarded \$1.5 million from the Locally Operated State Parks Program (LOSPP) previously approved by this Board (No. 21-142, August 19, 2021), and \$750,000 from the Community Development Block Grants, and should be available in FY2022-23. Therefore, there is no anticipated fiscal impact to RAP’s General Fund in applying for the Rio de Los Angeles State Park project.

This Report was prepared by Kai Wong, Services Coordinator, Grants Administration, Finance Division and reviewed by Bill Jones, Chief Management Analyst, Grants Administration, Finance Division

LIST OF ATTACHMENTS

- 1) Attachment No. 1 – State Contract No. C5054038 – Rio de Los Angeles State Park
- 2) Attachment No. 2 – Specified Grant Application for Rio de Los Angeles State Park – Outdoor Improvement

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
General Fund
Specified Grants

GRANTEE City of Los Angeles

GRANT PERFORMANCE PERIOD is from July 01, 2021 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2021 through June 30, 2028

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed **\$4,750,000.00**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Los Angeles
 GRANTEE

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____
 Typed or printed name of Authorized Representative

By _____

 Signature of Authorized Representative

Address _____

Title General Manager; Executive Officer; Asst Gen. Manager; CFO

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C5054038	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011753			PROJECT NO. SG-19-082
AMOUNT ENCUMBERED BY THIS DOCUMENT \$4,750,000.00		FUND. General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0001	CHAPTER 21	STATUTE 21	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$4,750,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 60058	PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Los Angeles (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$4,750,000, subject to the terms and conditions of this AGREEMENT and the 2021/22 California State Budget, Chapter 21, statutes of 2021, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2021 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Rio de LA Park Improvements/LA State Historic Park Specified Grant." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT

MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT PROJECT.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee)*. *Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Los Angeles
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

III. APPLICATION SECTION

- GRANTEE may submit multiple APPLICATION PACKETS to OGALS.
- Provide the APPLICATION PACKET items in the order shown in the following checklist.
- Please number the pages.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.
- If an application item is incomplete send a draft with a timeline for completion.

Application packet checklist and directions

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 8		Pg. _____
<input checked="" type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Scope/Cost Estimate, <i>or</i> Digital file name: scope.pdf	Pg. Error! Bookmark not	<input type="checkbox"/>	Pg. _____
<input checked="" type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 14		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 15	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg. _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg. _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg. _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. _____

Site Plan

- Provide a drawing showing where each feature and support amenity listed in the PROJECT SCOPE/Cost Estimate Form will be located.
- Include the function and approximate square footage of each room within buildings that are part of the PROJECT SCOPE, and the approximate total square footage of the buildings.

Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide a copy of the

- Deed or deed recordation number
- Title report
- Tract map (if owner's name provided)

If the property is not owned in fee simple, provide the lease, easement, joint powers agreement, etc.

Sub-leases or Agreements

- Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance, *or*
- If this requirement is not applicable, state, "This item is not applicable because there are no subleases or other agreements."

California Environmental Quality Act (CEQA)

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

- If CEQA *is* complete: provide the CEQA Compliance Certification Form and its required attachment, filed and stamped by the County Recorder.
- If CEQA is *not* complete: provide a timeline for completion and state "completing CEQA is a Project Scope Item."

PROJECT Location Map

- Provide a map showing highway and street access to the PROJECT site.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

City of Los Angeles

Project Application Form

PROJECT NAME Rio de Los Angeles State Park – Outdoor Improvements	REQUESTED GRANT AMOUNT \$4,750,000	
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address) 1900 N. San Fernando Road Los Angeles, CA 90065	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input checked="" type="checkbox"/> Available (or will be available) under a <u>30</u> year lease or easement	
NEAREST CROSS STREET N. San Fernando Road and Macon Street		
COUNTY OF PROJECT LOCATION Los Angeles		
APPLICANT NAME AND MAILING ADDRESS City of Los Angeles Department of Recreation and Parks 221 N. Figueroa St., Suite 200, Los Angeles, CA 90012		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Jimmy Kim, General Manager Name (<i>typed or printed</i>) and Title	jimmy.kim@lacity.org Email address	213 202-2633 Phone
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)		
Bill Jones, Chief Management Analyst Name (<i>typed or printed</i>) and Title	bill.jones@lacity.org Email address	213 202-5657 Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
_____ Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	_____ Date	
Print Name <u>Jimmy Kim</u>		
Title <u>General Manager</u>		

Project Scope/Cost Estimate Form

GRANTEE: City of Los Angeles Department of Recreation and Parks	PROJECT Name: Rio de Los Angeles State Park – Outdoor Improvement
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Project scope (Describe the project in 30 words or less):
Renovate 3 soccer field, existing picnic area, existing parking lot and walking paths; provide new pedestrian and security lighting and cameras, new shade structures and new landscaping at south end of the park.

Project Scope Items - all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: security lighting and security cameras, new shade structures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Parking lot, landscaping with trees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

Total estimated cost for construction: \$8,200,000

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA).	\$1,400,000
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Total GRANT amount: \$9,600,000

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title Jimmy Kim, General Manager	

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the recreation features and support amenities listed on this form must be completed and open to

the public before the final PROJECT payment is processed as specified in the Final Payments section of this guide.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources

Grantee Name: City of Los Angeles Department of Recreation and Parks

Project Name: Rio de Los Angeles State Park – Outdoor Improvements

PROJECTS funded by the program are not complete until all PROJECT SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

Renovate 3 soccer field at south end of park, which will also include new field lighting. Renovate the existing picnic area near soccer fields at south end of park, provide new pedestrian lighting including security lighting and cameras, renovate the existing south end parking lot and add security lighting and cameras, provide new shade structures, renovate existing south end walking paths, and add new landscaping and trees.

The total cost of the larger project that these GRANT funds will contribute to is
\$4,750,000

Anticipated completion date: December 31, 2027

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2021-22 Budget Act	July 1, 2021	\$4,750,000
Locally -Operated State Park Program	Dec 2022	\$1,450,000
HUD Community Development Block Grant (New Restroom)	July 1, 2021	\$ 750,000
Quimby Funds	November 19, 2020	\$1,900,000
City of Los Angeles, General Fund (Deferred Maintenance and Improvements)	July 1, 2021	\$ 750,000

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, and any accompanying documents, for the above-mentioned grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Jimmy Kim, General Manager

Print Name and Title

NOTE: Submit a revised Funding Sources Form should funding sources be modified.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification Form

GRANTEE: City of Los Angeles Department of Recreation and Parks

Project Name: Rio de Los Angeles State Park – Outdoor Improvements

Project Address: 1900 N. San Fernando Road, Los Angeles, CA 90065

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

What document was filed, or is expected to be filed for this project’s CEQA analysis:

_____ **Date complete/expected to be completed:** June 2023

- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other: CEQA will be filed when the design plan is completed and approved by the RAP Board.

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name: City of Los Angeles Department of Recreation and Parks	
Contact Person: Bill Jones, Chief Management Analyst	
Mailing Address: 221 N. Figueroa St., Suite 200, Los Angeles, CA 90012	
Phone: (213) 202-5657	Email: bill.jones@lacity.org

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project’s construction or acquisition.

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

AUTHORIZED REPRESENTATIVE Signature Date
Jimmy Kim, General Manager

Print Name and Title

FOR OGALS USE ONLY

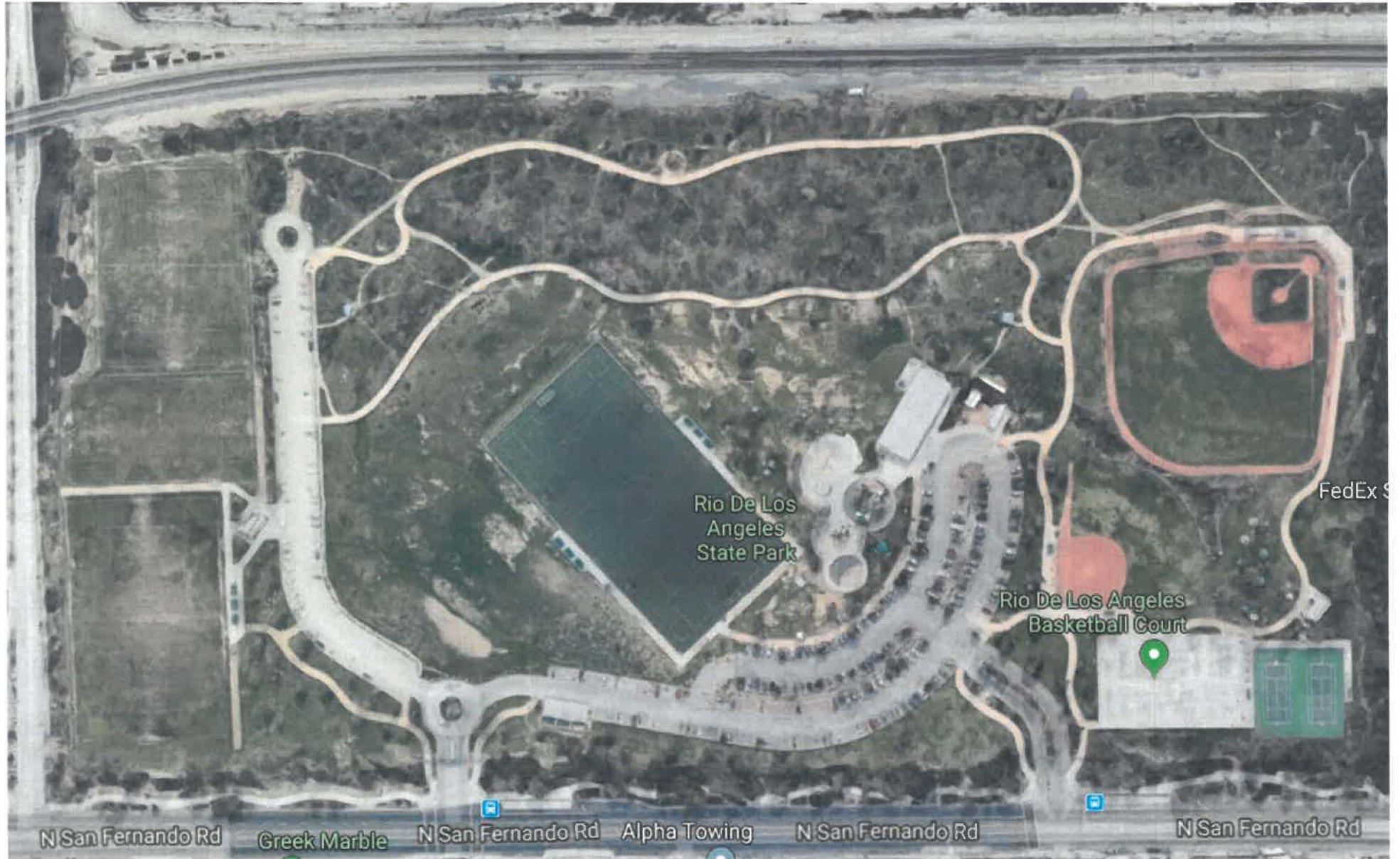
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Rio de Los Angeles State Park

Grant Applications

Prop 68 Real Estate Documents





GROUND LEASELEASE COVERING PREMISES LOCATED AT

Los Angeles, California, known as

Rio de Los Angeles State Park

Ptn. APN: 5442-002-910, -911; Los Angeles Co.

LESSEE'S FED. TAX. I.D. NO.

95-6000735

Lease No.: L-2179

Pursuant to the provisions of Public Resources Code Section 5003.18, THIS LEASE, dated for reference only this 18th day of July, 2005, is entered into by and between the State of California, acting by and through the Department of Parks and Recreation, hereinafter called STATE, and the City of Los Angeles, a municipal corporation, hereinafter called LESSEE.

WHEREAS, the California legislature found and declared that as part of a high priority to increase park and open-space opportunities in urban areas, the State Department of Parks and Recreation purchased an approximate 40-acre parcel (the "Site") in the City of Los Angeles formerly known as Taylor Yard; and

WHEREAS, the California legislature found and declared that statewide and community needs related to Taylor Yard would best be served by a coordinated and cooperative relationship between the State Department of Parks and Recreation and the City of Los Angeles Department of Recreation and Parks; and

WHEREAS, the goal of this cooperative relationship should be to utilize and maximize the strengths and missions of each entity in order to provide quality outdoor recreational and natural resource enhancement opportunities at the Taylor Yard site, including organized sports fields to be operated by the LESSEE. Furthermore, the cooperative relationship should include a collaborative planning and design process so that the approximate 20-acre parcel leased to the City (hereafter "Parcel B" or the "Premises") is developed by the LESSEE for local park purposes Park with regional benefits and the approximate 20-acre balance (hereafter "Parcel A") retained by the State is developed in a compatible manner that meets the needs of the public; and

WHEREAS, the STATE acquired the Premises from Union Pacific Railroad; and

WHEREAS, the STATE has a letter from the California Department of Toxic Substances Control indicating that risk analysis of the residual lead concentrations do not pose a threat to human health and the environment and that the Premises are not subject to any land use restrictions. To the extent that any assignable warranties and indemnities were provided to the STATE in its acquisition of the Premises, the STATE shall assign such warranties and indemnities to the LESSEE, but makes no further warranty and shall not be obligated to LESSEE for further action to accommodate LESSEE's project. However, LESSEE shall have no liability relating to any actual or potential pre-existing contamination, and

WHEREAS, the LESSEE shall fund the development and operation of a local park on Parcel B with regional benefits containing and providing organized sports facilities that will primarily serve the youth of the Los Angeles region, and

WHEREAS, The parties acknowledge and agree that pursuant to Public Resources Code Section 5003.18(h), LESSEE may not use the Lease as its match when applying for grant funds under the Roberti-Z'berg-Harris Urban Open-space and Recreation Program Act (Chapter 3.2 (commencing with Section 5620)), or any other State grant funds to develop the site, and

WHEREAS, Parcels A and B have been classified as a State Recreation Area known as Rio de Los Angeles State Park.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

WITNESSETH:

DESCRIPTION

1. STATE does hereby lease to LESSEE, and LESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, the certain Premises as outlined on the attached plot plan designated as Exhibit "A1", and Exhibit "A2", which is incorporated herein and by this reference made a part hereof and more particularly described as follows:

Approximately 20 acres of property being a portion of Assessor Parcel Number 5442-002-910 and 5442-002-911, situated in the City of Los Angeles, County of Los Angeles, State of California.

TERM

2. The term of this Lease shall be for twenty five (25) years, commencing upon execution of this Lease by both parties hereto and ending upon expiration of twenty five (25) years or upon termination or other event as specified herein. Upon one (1) year's written notice from LESSEE and upon STATE's written consent as granted pursuant to the STATE's sole discretion, this Lease shall be extended for an additional twenty five (25) years commencing on the first calendar day after the date set for expiration of this Lease. In exercising its discretion to extend the term of the Lease, the STATE may modify, add or delete terms and conditions of the original lease, including the addition of a requirement for monetary consideration for the use of the Premises, as the STATE may determine to be in the best interests of the STATE.

RENT

3. This Lease is a non-compensation lease with respect to regular rental payments. Consideration for the Lease is LESSEE's acceptance of all terms and conditions of the Lease, including the requirement to assume and fund the development, operation and maintenance of the Premises and to provide the public benefits of a city park as herein provided.

USE

4. The Premises shall be used for the purpose of developing, operating and maintaining a city park appropriate for city-developed and managed local and regional recreational needs, including organized, youth sports activities, and for other purposes incidental or related thereto as approved by the STATE.

**PERFORMANCE BY
LESSEE**

5. LESSEE shall have the sole responsibility for funding the development, operation and maintenance of the Premises pursuant to Section 5003.18 of the California Public Resources Code. LESSEE shall develop the Premises for the purposes specified in Section 5003.18 within five (5) years of the execution of this Lease. Revenues received by LESSEE, if any, from concessions, parking revenues, fees, permits, etc., resulting from LESSEE's operation of the Premises, shall be used exclusively in connection with the Premises or operations associated therewith. LESSEE shall keep all records pertaining to the development, operation and maintenance of the Premises for no less than five (5) years from the date of each record and shall make such records available to the STATE for inspection and/or copying upon the STATE'S request. The STATE shall have the right to

**PERFORMANCE BY
LESSEE (CONT.)**

declare the LESSEE in breach of its obligations under this Lease, terminate the Lease, and seek all applicable legal and contractual remedies in the event LESSEE fails to develop the Premises within this five (5) year period. Nothing herein shall make LESSEE liable for, or obligate LESSEE to take corrective action, or for costs, associated with any actual or preexisting contamination. Nor shall STATE be obligated to take corrective action related to any actual or potential pre-existing contamination. In the event actual or potential pre-existing contamination is discovered that requires corrective action to proceed with LESSEE's development, LESSEE may elect to proceed with such corrective action at its sole expense or to terminate this Lease as provided for in Section 6 and Section 29: Disposition of Improvements.

TERMINATION

6. Termination of this Lease by either party shall be for material breach of the terms and conditions of the Lease and the STATE shall have the right to terminate the Lease if LESSEE fails to develop the park specified herein within five (5) years of the execution date of this Lease. In addition, LESSEE may terminate this Lease upon one hundred and eighty (180) days prior written notice to State if the LESSEE has any concerns relating to actual or potential pre-existing contamination. Upon termination, LESSEE shall immediately surrender possession of the Premises to the STATE and comply with all other applicable requirements mandated by this Lease.

Should right of way for the now proposed high speed rail system be acquired across or over the Premises and render the premises unusable for the intended purpose stated herein, or substantially impair LESSEE's proposed use of the Premises, LESSEE, without impairing its right or ability to receive compensation under the Eminent Domain or other laws, may terminate this Lease upon one hundred and eighty (180) day's prior written notice.

HOLDOVER

7. Any holding over after the expiration of the term or any extension thereof, with the written consent of STATE, expressed or implied, shall be deemed to be a tenancy only from month-to-month and shall otherwise be subject to the terms and conditions specified in this Lease.

UTILITIES

8. No utilities, including but not limited to electricity or gas, will be provided by STATE and STATE assumes no liability for the existence or nonexistence of utilities.

**WATER AND
STORMWATER**

9. It is understood and agreed between the parties hereto that STATE does not guarantee the availability, quality or quantity of water on the Premises. As to any storm water discharge on the Premises, LESSEE shall comply with all applicable and lawful discharge and permitting requirements issued by the Los Angeles Regional Water Quality Control Board and the State Water Resources Control Board.

**UTILITIES,
EXPENSES AND
MOU**

10. Except as otherwise provided in this Lease, each party shall be responsible for all costs and obligations associated with the development, operation and maintenance of its respective parcel (i.e., Parcel A retained by the State and Parcel B as leased to the LESSEE under the terms of this Lease).

Notwithstanding the foregoing, the parties contemplate from time to time during the term of this Lease that there will be costs and expenses relating to development, maintenance, services and other matters which the parties may determine should be more equitably adjusted, shared or provided for. Likewise, the parties may find it in their mutual interests to reach more equitable agreements concerning the development, condition, use and/or other matters involving the Taylor Yard Site. In addition, the parties recognize that during the term of this Lease, the parties will have differences and disagreements. In order to promote and facilitate the intended cooperative relationship between the parties, in the future the parties intend to enter into a Memorandum of Agreement or other document to

**UTILITIES,
EXPENSES AND
MOU (CONT.)**

address administrative, operational and other issues and matters involving the Site and provide for a "meet and confer" type process to attempt to informally resolve differences and disputes.

**STATE OFFICE
SPACE AND
MAINTENANCE
CITY AREAS**

11a. In the event the Premises are developed as presently planned by LESSEE, office space will be made available to State (See working Drawing, Exhibit B). There will be no rent for this space when occupied by the State and the terms and conditions relating to occupancy will be set forth in a sublease or other written agreement between the parties.

b. LESSEE shall also be responsible for maintenance of those certain areas as outlined in the attached Exhibit A2. Such maintenance shall include:

- 1) Restroom cleaning;
- 2) Trash and litter removal;
- 3) Landscaping; and
- 4) Minor repair of the presently existing facilities.

Such maintenance shall be performed consistent with the general level of maintenance performed on Parcel B.

NOTICES

12. All notices or other communications required or permitted under this Lease shall be in writing, and shall be personally delivered (including by means of professional messenger service), or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the fax numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of: (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed as provided above, on the date of receipt or rejection; or (c) if given by electronic fax when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To the LESSEE: City of Los Angeles
c/o Gerry Miller
Chief Legislative Analyst
200 North Spring Street
Los Angeles, California 90012
Telephone: (213) 485-6622
Fax: (213) 485-8983

City of Los Angeles
Department of Recreation and Parks
Planning and Development
1200 West 7th Street, 7th Floor
Los Angeles, California 90017
Telephone: (213) 928-9191
Fax: (213) 928-9180

With copy provided to:
Los Angeles City Attorney's Office
Real Property/Environmental Division
200 North Main Street, # 700
Los Angeles, California 90012
Telephone: (213) 978-8150
Fax: (213) 978-8090



**NOTICES
(CONT.)**

To the STATE: Department of Parks and Recreation
c/o District Superintendent, Angeles District
1925 Las Virgenes Road
Calabasas, California 91302
Telephone: (818) 880-0360
Fax: (818) 880-6165

With a copy provided to:

Department of Parks and Recreation
c/o Chief, Acquisition and Real Property Services
One Capitol Mall, Suite 500
Sacramento, California 95814
Telephone: (916) 327-7304
Fax: (916) 327-7307

Department of General Services
Real Property Services Section – SOLD
P. O. Box 989052
West Sacramento, California 95798-9052
Telephone: (916) 375-4025
Fax: (916) 375-4029

Notice of change of address or fax number shall be given by written notice in the manner described in this section. Each party is obligated to notice all of the other party's offices listed above and the failure to provide notice to all such offices will be deemed to constitute a lack of notice.

The address to which notices shall be mailed to either party may be changed by written notice. Nothing herein shall preclude the giving of any notice by personal service.

HOLD HARMLESS

13. As authorized by Government Code Section 895.4, LESSEE agrees to indemnify, hold harmless and (at the option of STATE) defend with counsel reasonably satisfactory to STATE, STATE from all liability, loss, cost or obligation on account of any injury or loss caused by or arising out of LESSEE's use or occupation of Parcel B under this Ground Lease agreement or the negligence of LESSEE.

As authorized by Government Code Section 895.4, STATE agrees to indemnify, hold harmless and (at the option of LESSEE), defend with counsel reasonably satisfactory to LESSEE, LESSEE from all liability, loss, cost or obligation on account of any injury or loss caused by or arising out of STATE's use or occupation of Parcel A described in this Ground Lease agreement or the negligence of STATE.

CONTAMINATION

14. Notwithstanding any other provision of this Ground Lease agreement, LESSEE shall have no liability for any cost, expense or obligation relating to any actual or potential pre-existing contamination at Taylor Yard. In addition, notwithstanding any other provision of this Ground Lease agreement, LESSEE may terminate this upon one hundred and eighty (180) days prior written notice to STATE in the event LESSEE has concerns about any actual or potential pre-existing contamination at Taylor Yard. Nothing in this Section shall be interpreted to relieve LESSEE of any liability for contamination caused by LESSEE in its use or occupation of the Premises under this Ground Lease agreement.

INSURANCE

15. If LESSEE is not self-insured, it shall obtain commercial insurance covering the Premises, and LESSEE shall furnish a certificate of insurance with the STATE's Lease Number indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least \$1,000,000 per occurrence and Fire Legal Liability of at least \$500,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by and insurance company with a minimum Best Insurance Guide rating of A- or better.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel LESSEE's coverage without thirty (30) days prior written notice to STATE. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of this Lease, all extensions thereof, hold-over periods or any other occupancy of the Premises by LESSEE. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

If LESSEE is self-insured, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with the terms and conditions of this Paragraph of the Lease.

LOSSES

16. Except as provided herein or in any subsequent written agreement, STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and/or any of LESSEE's agents, employees, officers, contractors or invitees and LESSEE will not be responsible for losses or damage to personal property, equipment or materials of STATE and/or any of STATE's agents; employees, officers, contractors or invitees.

NON-DISCRIMINATION

17. In the performance of this Lease, LESSEE shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part hereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).



**NON-
DISCRIMINATION
(CONT.)**

Remedies for willful violations:

a) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

b) The STATE shall have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

**DEBT LIABILITY
DISCLAIMER**

18. Except as provided herein or in any subsequent written agreement, the STATE will not be liable for any debts or claims that arise from operation of this Lease.

**PARTNERSHIP
DISCLAIMER**

19. Except as provided herein or in any subsequent written agreement, LESSEE and any and all agents of LESSEE shall act in an independent capacity and not as officers or employees of the STATE and STATE and any and all agents of STATE shall act in an independent capacity and not as officers or employees of LESSEE. Nothing herein contained shall be construed as constructing the parties herein as partners, agents, or a joint powers entity. Neither party shall have the right or power to bind the other to agreement or any other liability at law.

**ASSIGNMENT/
SUBLETTING**

20. LESSEE shall not assign this Lease. LESSEE may permit and sublet portions of the Premises to be used for special events, sporting activities, recreational activities, non-profit activities and other activities and purposes not unrelated to the operation of the premises as a park for the purposes provided in this lease and Public Resources Code Section 5003.18. Notwithstanding the above, LESSEE may sublet portions of the premises for commercial concession purposes only with the prior written consent of STATE, which consent shall not be unreasonably withheld. LESSEE shall not sublet any portion of the premises for activities or purposes unrelated to the operation of the Premises as a park as provided for in this lease and Public Resources Code Section 5003.18 without the prior written consent of STATE, which consent shall be given at the STATE'S sole discretion including terms and conditions STATE deems appropriate. Nothing herein, however, shall require the consent of STATE for any subletting to, or use by, any department or employee of the City of Los Angeles or for any use required by law so long as such use is consistent with the purposes provided in this lease and Public Resources Code Section 5003.18.

**TAXES AND
ASSESSMENTS**

21. LESSEE agrees to pay all applicable lawful taxes, assessments, or charges, which at any time may be levied upon the Premises or any interest in this agreement. It is understood that any sublease or concession to a private entity that may be permitted by this Lease may create a possessory interest subject to property taxation and LESSEE or such sublessee or concessionaire may be subject to the payment of property taxes levied on such interest.

**COMPLIANCE
WITH LAWS**

22. LESSEE shall, at its sole cost and expense, comply with all applicable laws in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

**CONDITION OF
PREMISES**

23. LESSEE accepts the Premises "AS IS, WHERE IS, WITH ALL FAULTS" without representation or warranty. LESSEE agrees on the last day of the term, or the earlier termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements therein (as required or allowed by this Lease), in the same condition as when received, reasonable use and wear thereof and damage by acts of God excepted.

**MAINTAINING
PREMISES**

24. LESSEE shall, at LESSEE's sole cost and expense, be responsible for the development, maintenance and operation of all Improvements permitted to be constructed upon the Premises by LESSEE in furtherance of the purposes of this Lease. LESSEE shall keep the Improvements in good condition and shall comply with all laws regarding the maintenance standards for such Improvements.

**PROTECTION OF
PREMISES**

25. LESSEE shall not commit or suffer to be committed any waste or nuisance upon the Premises.

**PLANNING AND
DEVELOPMENT**

26. Except as otherwise agreed to by STATE, LESSEE shall be solely responsible for all planning and development of the facilities, buildings, playing fields, and infrastructure (the Improvements) on the Premises contemplated by the purposes for which the Premises may be developed under this Lease. LESSEE agrees to consult and collaborate with STATE in the planning for development, construction and operation of the city park so that the city park and adjacent state park may be planned and operated in a separate, but cooperative, coordinated, and harmonious manner. LESSEE and STATE contemplate that the collaborative planning and operating process will be memorialized in a separate Memorandum of Agreement or other document which shall incorporate by reference the terms of this Lease. LESSEE's interest under this Lease will be subject to all easements, access rights, licenses and permits in favor of or as granted by the STATE for STATE's development of the property adjacent to the Premises as a state park. Additionally, LESSEE agrees to grant such easements, access rights, licenses or permits across or onto the Premises as reasonably requested by the STATE for development of the Premises or adjacent property.

IMPROVEMENTS

27. Development of the Premises or construction of Improvements thereon shall not be permitted to begin until STATE (including Department of General Services, as necessary) has approved the complete plans and specifications for the project, said plans to be prepared by an architect, civil engineer, or other professional, that is duly qualified and registered by the State of California. Once LESSEE has provided STATE said plans and specifications, STATE shall have a review period before granting LESSEE approval or disapproval of project in writing. However, if State has not issued a written disapproval within 60 days, the plans and specifications shall be deemed approved. LESSEE shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or Improvement. Review and approval of all plans and specifications for the Improvements by STATE shall be for concurrence and compatibility with the collaborative planning process contemplated and provided for herein above. Any approvals shall not relieve LESSEE from its responsibility to plan, design, construct and operate facilities in accordance with all laws.

**DISPOSITION OF
IMPROVEMENTS**

28. Upon termination of this Lease for any cause, LESSEE shall remove any and all personal equipment and Improvements of the LESSEE and restore the entire Premises at its own cost and expense to its condition prior to the execution of this Lease, except, however, the STATE may approve, in writing, any deviation from this requirement or may direct LESSEE as to its intentions with respect to the Improvements. Any Improvements remaining at the Premises at the expiration or termination of this Lease shall become the property of the STATE at no cost to the State.

**FIRE AND
CASUALTY
DAMAGES**

29. STATE will not keep Improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE will make no claim of any nature against STATE by reason of any damage to the facilities or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of the negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

**HAZARDOUS
SUBSTANCES**

30. The following activities are prohibited on the Premises:

a) Use or storage of any hazardous substance or hazardous chemical as those terms are used in CERCLA (42 USC 9601.14) or SARA (42 USC 11021(e)) or any similar state law, or any pesticide, oil, petroleum product or fuel unrelated to the construction, maintenance or operations at the site. Use of pesticides should be minimized, and will be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. Aerial application is prohibited.

b) Accumulation, storage, treatment, or disposal of any waste material (excepting only temporary storage, not to exceed fourteen (14) days), or non-hazardous solid refuse produced from activities on the Property for pick up by a municipal or licensed commercial refuse service, and lawful use of sanitary sewers (if any) for domestic sewage.

Any spill, release or discharge of a hazardous material to the air, soil, surface water, or groundwater will be immediately reported to the STATE as well as to appropriate government agencies, and shall be promptly and fully cleaned up and the Premises (including soils and surface water and groundwater) restored to its original condition. LESSEE agrees to comply with the requirements and orders, if any, of the California Department of Toxic Substances Control with respect to the Premises.

Should LESSEE desire to use pesticides on the Premises (either herbicides, rodenticides, or insecticides), all applicable Environmental Protection Agency (EPA) standards must be met and prior approval must be received from the STATE (as specified below) as not all EPA approved pesticides may be used on wildlife areas. No aerial applications of pesticides will be permitted. No dumping of hazardous wastes (Petroleum) shall be permitted. LESSEE will fill out Form FG-880 and submit it to the STATE at least seven (7) days prior to application of pesticides. STATE reserves the right to disapprove the use of any pesticide. LESSEE shall obtain all County, State, or Federal permits required, including restricted pesticide use and burning permits, and comply with all conditions of those permits. LESSEE shall submit to the area manager a copy of all permits.

PEST CONTROL

31. All non-routine pest control activities (defined as activities not normally used for the maintenance of ball fields and supporting structures), chemical or non-chemical, shall be approved by the STATE prior to any action performed by the LESSEE, LESSEE's employees, agents, or contractors. The LESSEE, or a pest control contractor acting on behalf of the LESSEE, must submit a pest control recommendation on a form approved by the STATE to the Angeles District Superintendent for approval. The STATE shall have fourteen (14) days to approve or deny the request. LESSEE, or the pest control contractor acting on behalf of the LESSEE, must submit a report of completed work for each pest management action to the Angeles District Superintendent no later than seven (7) days after performance of the work. LESSEE and all of LESSEE's employees, agents, or contractors shall undertake reasonable measures to attempt to prevent the inadvertent transport of pest species into or out of the STATE's park unit.

LESSEE shall have a written training program for LESSEE's employees who handle pesticides. This program shall comply with California Code of Regulations Title 3, Section 6724. Any pest control contractor hired by the LESSEE shall comply with all California laws and regulations.

**RIGHT
OF ENTRY**

32. During the term of this Lease and any extension or holdover thereof, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection or other lawful STATE purposes.

**EASEMENTS AND
RIGHTS OF WAY**

33. This Lease is subject to all existing easements and rights of way as may affect the Premises at the time of commencement of the Lease.

MINERAL RIGHTS

34. LESSEE agrees not to unreasonably interfere with the interests of any person or persons that may presently hold oil, gas, or other mineral interests upon or under said Premises, nor shall LESSEE unreasonably interfere with the rights of ingress and egress of said interest holders.

RELOCATION

35. LESSEE acknowledges that LESSEE, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

In the event subleasing is permitted, LESSEE shall incorporate the above paragraph into each sublease. Failure to do so will obligate LESSEE for damages and costs resulting from claims for relocation payment by sublessees.

**DEFAULT AND
FAILURE TO
PERFORM**

36. The occurrence of any of the following shall constitute a material breach and default of this Lease by LESSEE:

- a) LESSEE's failure to develop the Premises within five (5) years of the date of execution of this Lease.
- b) The abandonment or vacation of the Premises by LESSEE.
- c) A failure by LESSEE to observe and perform any other provision of this Lease to be observed or performed by LESSEE, where such failure continues for thirty (30) days after the date of written notice thereof by STATE to LESSEE; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, LESSEE shall not be deemed to be in default if LESSEE shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- d) The making by LESSEE of any general assignment or general arrangement for the benefit of creditors, and the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets where possession is not restored to LESSEE within forty-five (45) days, or the attachment, execution or other judicial seizure of substantially all of LESSEE's assets where such seizure is not discharged within thirty (30) days.

36.1. STATE'S Remedies

In the event of any material default or breach by LESSEE, STATE may at any time thereafter, without limiting STATE in the exercise of any right or remedy at law or in equity which STATE may have by reason of such default or breach, terminate this Lease and LESSEE shall surrender possession of the Premises to STATE. In such event, STATE shall be entitled to recover from LESSEE all damages incurred by STATE by reason of LESSEE's default including, but not limited to the following:

**DEFAULT AND
FAILURE TO
PERFORM
(CONT.)**

- a) any amount necessary to compensate STATE for all the detriment proximately caused by LESSEE's failure to perform its obligations under this Lease; plus
- b) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law; and
- c) the costs of all reasonable repairs, alterations or modifications to the Premises which the STATE, necessary as a result of LESSEE possession, including removal of the Improvements and restoration of the property as required on termination by other provisions of this Lease.

36.2. In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE shall, at its sole option, have the right to do and perform the same, and LESSEE shall to pay STATE the cost thereof.

LESSEE'S Remedies. In the event of any material default or breach by STATE, LESSEE shall be entitled to recover from STATE all damages incurred by LESSEE by reason of STATE's default or breach. In addition, LESSEE shall, at its sole option, have the right to do and perform the same and State shall pay LESSEE the cost thereof. In addition, without limiting LESSEE in the exercise of any right or remedy at law or in equity which LESSEE may have by reason of such default or breach, LESSEE may terminate this Lease and LESSEE, at LESSEE'S option, may remove all improvements, and shall surrender possession of the Premises to STATE.

WAIVER

37. If either Party waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by either Party to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease that Party's right to insist thereafter upon strict performance by the other Party. Waiver by the other Party of any term, covenant or condition contained in this Lease may only be made by a written document properly signed by an authorized representative of that Party.

SEVERABILITY

38. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**AMERICANS WITH
DISABILITY ACT**

39. LESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make improvements and programs on the Premises accessible to all participants and to provide equally effective communications.

The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the design and development of all facilities constructed under this Lease and all Sub-Leases, including the Lease-Financing.

All new construction work shall be planned to comply with the above-mentioned standards.

SUPERSEDEURE

40. This Lease supersedes and voids any prior license, lease or agreement between the STATE and the LESSEE identified in this Lease with regard to the Premises.

**VOLUNTARY
EXECUTION**

41. LESSEE accepts this Lease, and the Premises, in its as-is condition and has made such investigation of the facts pertaining to this Lease and all the matters pertaining thereto as it deems necessary.

**WARRANTY OF
AUTHORITY**

42. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Lease and the attendant documents provided for herein, and this agreement and said additional documents are, accordingly, binding on said person or entity.

MUTUAL CONSENT

43. Notwithstanding any provision contained herein to the contrary, this Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

BINDING

44. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind the agents, employees, officers, contractors and licensees of the parties hereto.

ASSIGNABILITY

45. This Lease is non-assignable.

CHOICE OF LAW

46. This Lease will be governed and construed by the laws of the State of California.

**SECTION
HEADINGS**

47. All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this Lease.

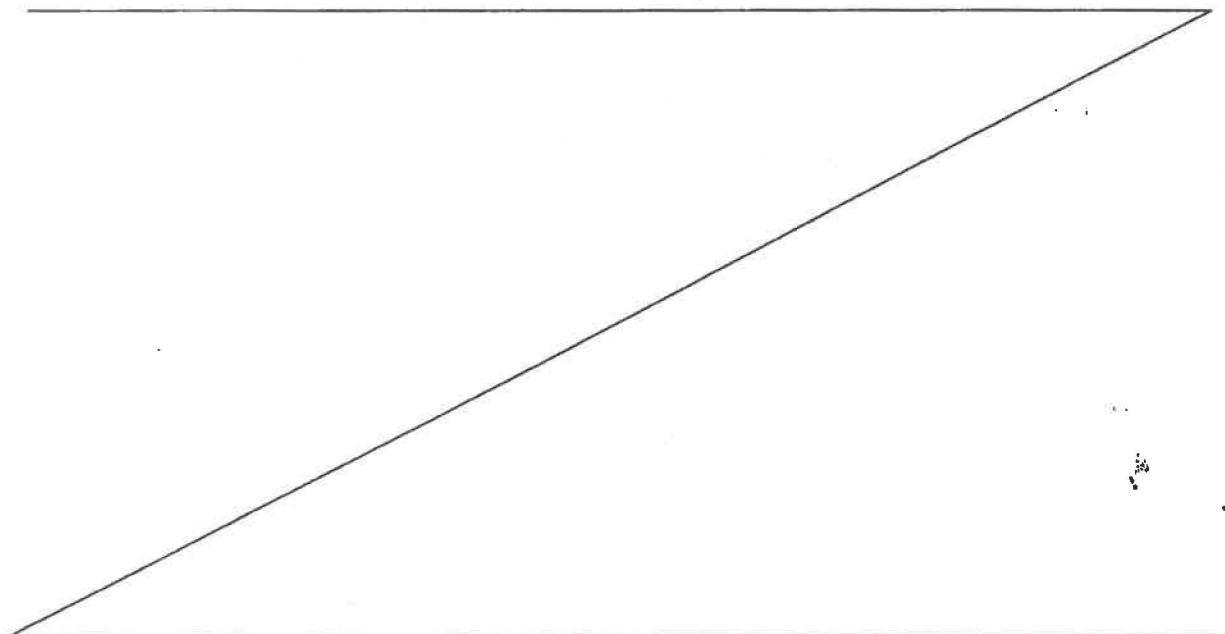
**ENTIRE
AGREEMENT**

48. This Lease and all attached Exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

ESSENCE OF TIME

49. Time is of the essence for each and all of the provisions, covenants and conditions of this agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the Executed Date written herein below.


STATE OF CALIFORNIA:
DEPARTMENT OF PARKS AND RECREATION

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

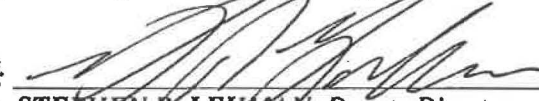
By: 
STEPHEN R. LEHMAN, Deputy Director
Acquisition and Development Division

By: 

Date Executed: 10/31/05

By: 

I hereby certify that all conditions have been complied with and this document is exempt from the Department of General Services approval.

By: 
STEPHEN R. LEHMAN, Deputy Director
Acquisition and Development Division

APPROVED:
PUBLIC WORKS BOARD

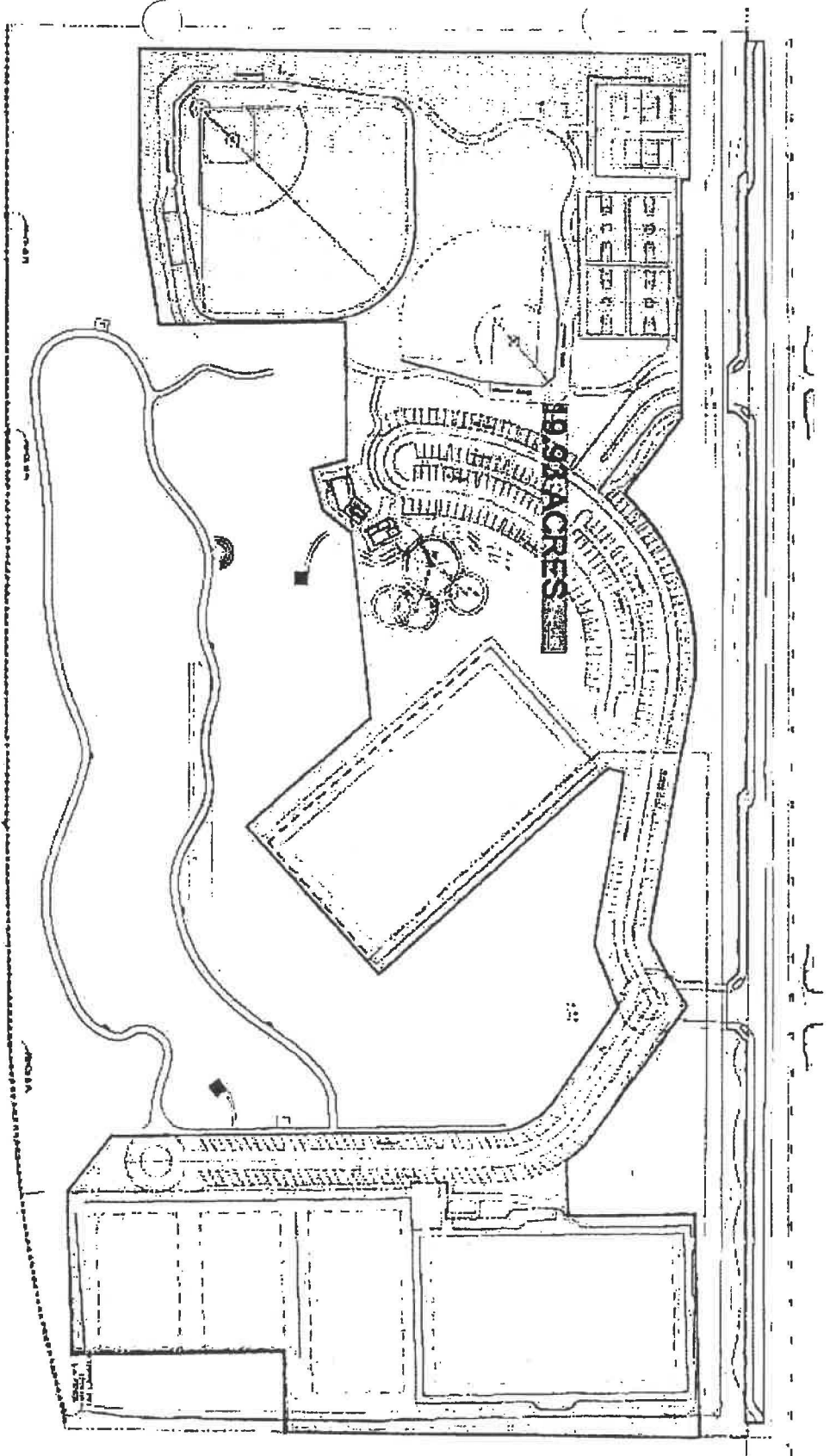
APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney

By: 
KAREN FINN, Administrative Secretary

By: 
KEVIN T. RYAN, Deputy City Attorney

Date: 11/8/05

LEASE LIMITS

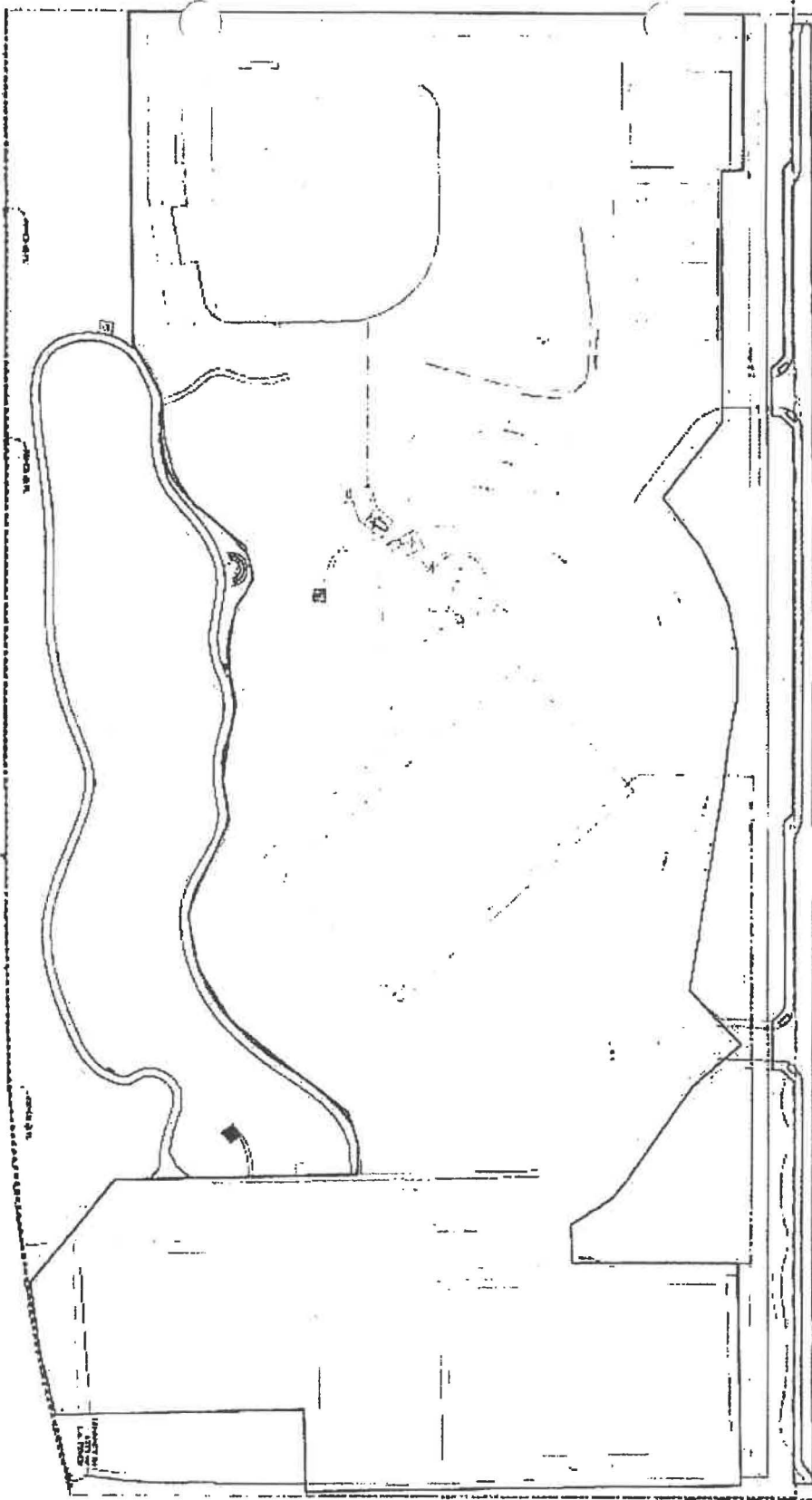


TAYLOR YARD
LEASE NO.: XXXX
EXHIBIT (A1) - LEASE LIMITS

SOUTHERN
SERVICE CENTERS
INCORPORATED
1000 EAST 10TH AVENUE
SUITE 1000
DENVER, CO 80202
720.557.1000



OPERATIONS/ MAINTENANCE LIMITS

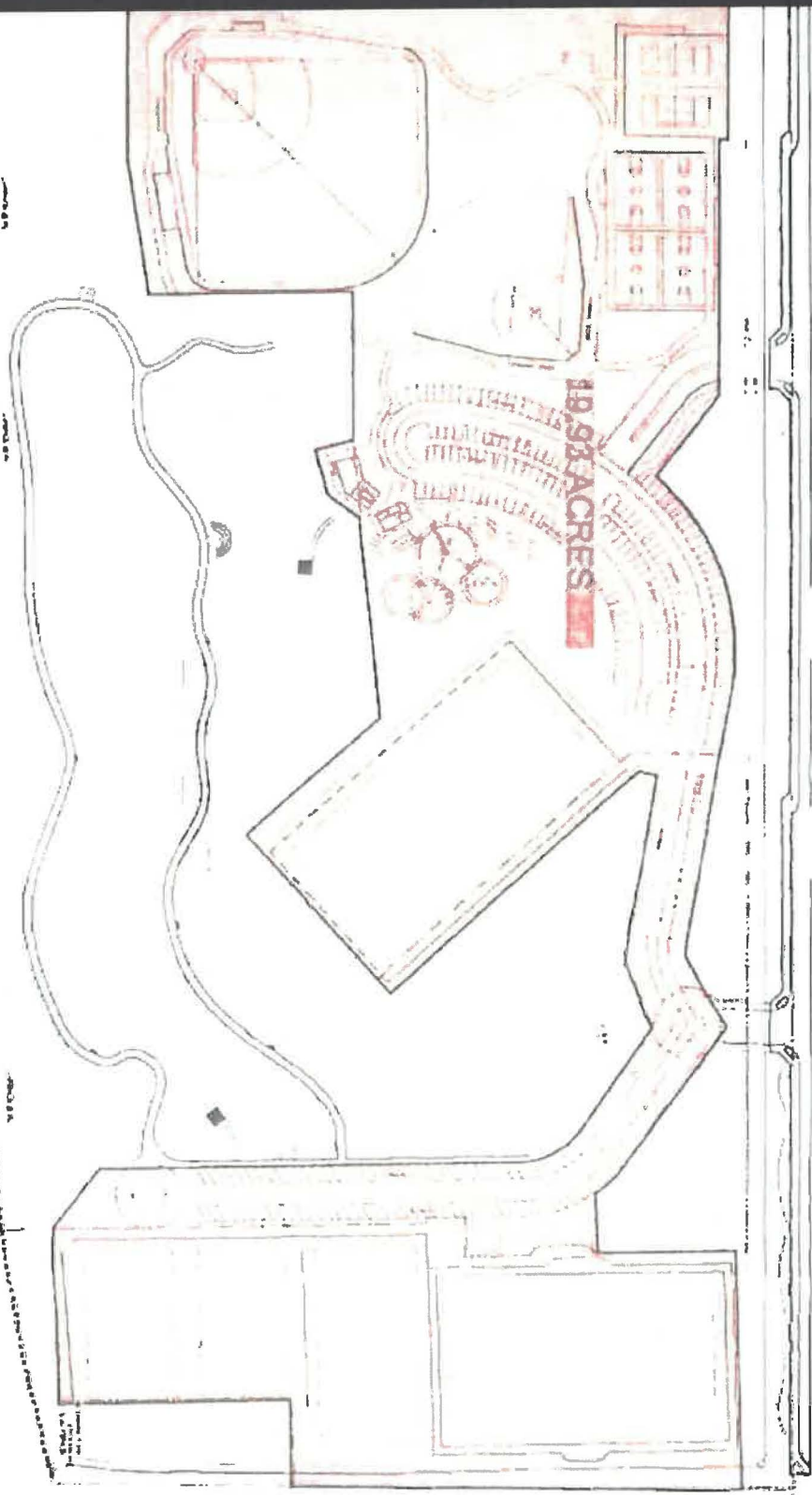


TAYLOR YARD
LEASE NO.: KXXX
EXHIBIT (A2) - OPERATIONS/ MAINTENANCE LIMITS

SOUTHERN
SERVICE CENTER
10000 W. 10th Ave.
Denver, CO 80202
Phone: 303.440.1000
Fax: 303.440.1001



LEASE LIMITS



TAYLOR YARD
LEASE NO. XXXX
EXHIBIT (A1) - LEASE LIMITS

SOJINER,
SERVICE CENTER
MANAGEMENT
AN IRVING-CLOUD COMPANY
12000 W. 10TH AVENUE
DENVER, CO 80202



OPERATIONS/ MAINTENANCE LIMITS



TAYLOR YARD
LEASE NO. XXXX
EXHIBIT (A2) - OPERATIONS/ MAINTENANCE LIMITS

300744-000
DEPARTMENT OF
TRANSPORTATION
AND INFRASTRUCTURE
1111 1111 1111



KEY

- SHADE CANOPIES
- PARKING LOT PAVING WITH SPEED CONTROL BUMPS & AREA LIGHTING
- WALKING RUBBERIZED PATH WITH SHADE TREES
- PERMEABLE PAVERS
- NEW SYNTHETIC TURF FIELDS WITH LIGHTING, TALL FENCING AND SHADED BLEACHERS
- SHADE TREE

GENERAL IMPROVEMENTS

- NEW SHADE TREES & DROUGHT TOLERANT PLANT MATERIAL
- NEW ACCESSIBLE PICNIC TABLES
- NEW PERIMETER FENCING
- NEW LED LIGHTING
- NEW DRINKING FOUNTAINS
- IMPROVE PARK-WIDE ADA ACCESS



GUÍA

- TOLDOS DE SOMBRA
- NUEVOS PAVIMENTACION EN EL ESTACIONAMIENTO CON TOPES PARA CONTROL DE VELOCIDAD Y ILUMINACIÓN EN EL ÁREA
- PISTA DE HULE CON ÁRBOLES DE SOMBRA
- PAVIMENTO ABSORBENTE
- NUEVOS CAMPOS DE CESPED SINTETICO CON ILUMINACION, CERCADO ALTO Y ASIENTOS CON SOMBRA
- ÁRBOLES DE SOMBRA

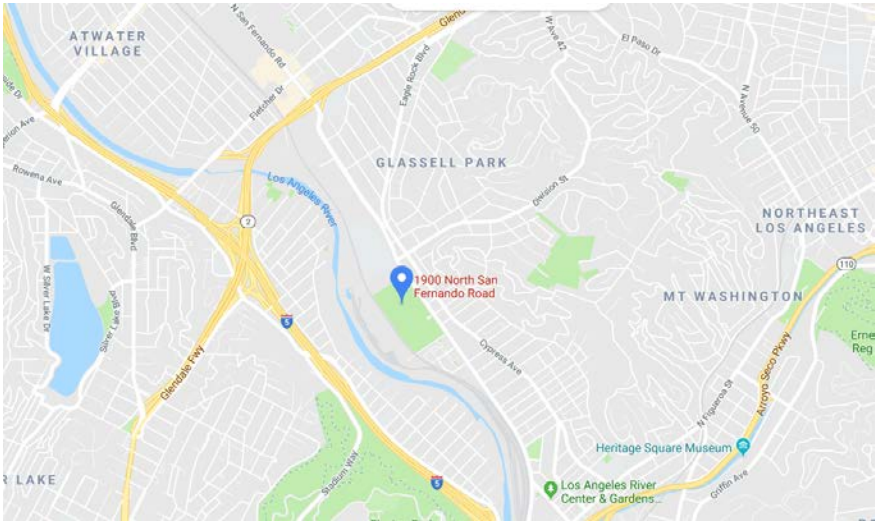
MEJORAMIENTOS GENERALES

- NUEVOS ÁRBOLES DE SOMBRA
- NUEVAS MESAS DE PICNIC
- NUEVA CERCA QUE RODEA EL PARQUE
- NUEVA ILUMINACION LED
- NUEVAS FUENTES PARA BEBER
- MEJORAR ACCESO ADA ATRAVES DE EL PARQUE

PROJECT LOCATION MAP(S)

- Highway and Street Access Maps

Highway Access



Street Access



Rio De Los Angeles State Park
1900 N. San Fernando Road, Los Angeles, CA 90065

PROJECT LOCATION MAP

- Project Site Map



Rio De Los Angeles State Park

1900 N. San Fernando Road, Los Angeles, CA 90065