

# APPROVED

APR 18 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 24-079

DATE April 18, 2024

C.D. #

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP SECTION – MEMORANDUM OF UNDERSTANDING WITH THE JUNIOR LEAGUE OF LOS ANGELES, INC. FOR THE FINANCIAL AND IN-KIND SUPPORT OF VARIOUS PARK FACILITIES CITYWIDE

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____

General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve a proposed Memorandum of Understanding between the Department of Recreation and Parks (RAP) and the Junior League of Los Angeles, Inc. for the provision of funding and in-kind contributions in support of various park facilities for a term of three (3) years, as described herein, subject to the approval of the Mayor and of the City Attorney as to form; and,
2. Authorization for RAP Planning, Maintenance, and Construction Staff to issue Right of Entry (ROE) permits on a case-by-case basis for implementation of future projects, subject to the prior review and approval of such projects by appropriate RAP officials; and,
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the Mayor for approval and to the City Attorney for review and approval as to form; and,
4. Authorize the Board President and Secretary to execute the MOU upon receipt of the necessary approvals; and,
5. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

### SUMMARY

The Junior League of Los Angeles, Inc. (JLLA) is a 501(c)(3) nonprofit volunteer-based organization of women whose mission is to advance women's leadership for meaningful community impact through volunteer action, collaboration, and training. JLLA is a nationwide organization that has existed since 1926 and desires to collaborate with RAP to make impactful

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volunteer and capital improvement donations in honor of the organization's one hundredth anniversary, approaching in 2026. RAP and JLLA desire to enter into the proposed three (3) year Memorandum of Understanding (MOU) to formalize the working relationship between RAP and JLLA to establish the terms and conditions for the provision of funding and in-kind contributions in support of RAP facilities and programs for the improvement of various parks and recreational facilities owned and operated by the City of Los Angeles.

The proposed MOU will allow RAP and JLLA to identify park needs citywide, focusing on underserved communities, and consider mutually agreed upon capital repair and improvement projects which will be evaluated on a case-by-case basis throughout the term of the proposed MOU. The capital repair and improvements will be funded by JLLA through their Community Improvement Project (CIP) program. JLLA will work with RAP to begin and complete CIPs, which will consist of either:

- Simple maintenance and repair projects, or
- More involved capital improvement projects identified by RAP Staff as benefiting RAP and the general public, and selected by JLLA as aligning with the JLLA Board and organization's ethos.

CIPs initiated by JLLA with RAP will include the refurbishment and improvement of certain indoor and outdoor spaces, including, but not limited to, gardening, painting, construction, and other related activities/purposes through the CIP program, in coordination with, and as approved by RAP. JLLA may organize its volunteers to raise funds for such CIPs and also organize its volunteers to perform certain gardening, painting, and other volunteer-friendly maintenance projects, subject to approval by, and in coordination with, RAP Maintenance Staff. For any CIPs that require a specialized knowledge, expertise, or certification, JLLA will contract with a RAP approved licensed contractor who will perform such work under the authority and requirements of a RAP-issued Right of Entry Permit, including appropriate insurance coverage.

JLLA has held volunteer gardening and painting days previously through the CIP program and volunteer service initiative at Augustus Hawkins Nature Park and Green Meadows Recreation Center, both under such Right of Entry permits in coordination with RAP Recreation and Maintenance Staff. RAP and JLLA are currently in the process of planning an interior maintenance and refurbishment project with a licensed contractor in coordination with RAP Construction Staff, to improve an existing, auxiliary modular building presently used by RAP for dance, cheer, and karate public programming at Green Meadows Recreation Center. The final project will be presented to the Board for future acceptance of the improvements as a donation to RAP.

RAP Staff will return to the Board for prior approval of any future new capital improvement projects or installations, as well as for any completed maintenance and repair projects benefiting existing facilities, to thank and acknowledge the Junior League for their contributions.

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### TREES AND SHADE

The MOU between JLLA and RAP does not identify specific projects, therefore RAP Staff cannot assess the potential impact of any future projects on trees and shade at RAP properties. When Staff returns to the Board for prior approval of any future new capital improvement projects or installations, as well as relevant maintenance projects, an analysis of any potential impact on trees and shade will be provided.

### ENVIRONMENTAL IMPACT

The proposed project consists of an MOU between JLLA and RAP which commits the two parties to collaborate in the identification of maintenance and construction projects to be funded by JLLA directly or through in-kind services.

To date, the MOU does not identify specific projects, therefore RAP Staff cannot provide a recommendation pursuant to the California Environmental Quality Act (CEQA). When Staff returns to the Board for prior approval of any future new capital improvement projects or installations, as well as relevant maintenance projects, an appropriate CEQA recommendation will be provided.

### FISCAL IMPACT

The Board's approval of the proposed MOU will have no fiscal impact on the RAP General Fund, as the intent of the MOU is for those future projects contemplated by the MOU will be funded by the Junior League of Los Angeles. Any future projects that may affect the RAP General Fund will be addressed through future reports presented to the Board.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 6:** Build financial strength and innovative collaborations to help expand and improve L.A. City parks and programs

**Outcome No. 2:** Improved management of facilities

**Result:** Provision of improvements to an existing facility

This Report was prepared by Adriana Bautista, Management Assistant, Partnerships Division.

### LIST OF ATTACHMENTS/EXHIBITS

1) Proposed Memorandum of Understanding with the Junior League of Los Angeles, Inc.



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE JUNIOR LEAGUE OF LOS ANGELES, INC.  
AND THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”) and JUNIOR LEAGUE OF LOS ANGELES, INC. (“JLLA”), a California 501(c)(3) nonprofit public benefit corporation. City and JLLA may be referred to herein individually as “PARTY” and/or collectively as “PARTIES.”

- A. Through its Department of Recreation and Parks (RAP), CITY owns and operates numerous parks and recreational facilities throughout the City of Los Angeles.
- B. JLLA is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to advance women’s leadership for meaningful community impact through volunteer action, collaboration, and training.
- C. JLLA is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of JLLA are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with JLLA’s Bylaws.
- D. The purpose of this MOU is to establish roles, responsibilities, and the financial relationship between CITY and JLLA, with respect to fundraising for, and the improvement of, various parks owned and operated by CITY and under the jurisdiction of RAP.
- E. JLLA shall improve RAP owned facilities at RAP’s request and approval. The goal is for JLLA to fundraise, hire licensed contractors, and coordinate volunteer work to improve RAP facilities located in underserved communities where funding for improvement projects identified by RAP has not yet been allocated.

CITY and JLLA hereby agree and understand as follows:

## 1. PARTIES

CITY: Department of Recreation and Parks, City of Los Angeles  
Partnerships Section  
221 N. Figueroa Street, Suite 180  
Los Angeles, CA 90012

JLLA: Junior League of Los Angeles , Inc.  
630 N. Larchmont Blvd  
Los Angeles, CA 90004

## 2. Fundraising & Volunteer Support

- a. JLLA agrees to provide RAP with funding and in-kind contributions in support of RAP facilities and programs, for the improvement of various parks owned and operated by CITY (to be determined and mutually agreed upon on an annual basis by CITY and JLLA) for the benefit and enjoyment of the general public. Funds generated by JLLA will be used exclusively for JLLA's Community Improvement Project ("CIP") with RAP, and will include the refurbishment and certain improvements of indoor and outdoor spaces, including, but not limited to, gardening, painting, construction, and other related activities/purposes in support of CIP, in coordination with, and as approved by RAP.
- b. JLLA will provide funds for, will contract directly and work closely with, including the supervision thereof, licensed contractors for various improvement projects and tasks approved by RAP, that fall outside of the scope of JLLA volunteer skill-sets. RAP will determine on a case-by-case basis, if certain projects will require the transfer of funds from JLLA to RAP in order to pay licensed contractors already under contract with RAP.
- c. Certain projects and/or tasks approved by RAP may be accomplished through volunteer work performed by JLLA volunteers, subject to adherence to RAP Volunteer Policy requirements and procedures, including but not limited to background checks and Live-Scanning when appropriate, as further described herein.
- d. JLLA is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PROPERTY comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the CIP described herein and in subsequent Right of Entry agreements, including maintenance, construction, repair and volunteer work, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. JLLA shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e. JLLA and CITY will agree on the scope of work and budget on a project-by-project basis for the exclusive purpose of supporting each CIP. A business work plan and timeline

(Work Plan) will be mutually agreed upon by the PARTIES and approved prior to the start of each improvement project.

JLLA is responsible for managing the JLLA budget and has no additional fundraising or other financial obligations to RAP beyond those amounts provided in the Work Plan. Further, JLLA is under no obligation to spend the entire budget on an individual project. Any amounts remaining in the budget at the termination of each CIP are the sole property of JLLA.

3. Term. The term of this MOU shall become effective on the date of execution by the PARTIES, and shall remain in effect for three (3) years from the date of execution. CITY and JLLA agree and understand that the PARTIES intend to, but are not obligated, to negotiate and execute subsequent agreements at the end of the term of this MOU.
4. Insurance and Licensing. JLLA will furnish all licenses, insurance, permits, releases, and other incidental items of the like necessary to perform and complete each CIP in a professional manner and in full compliance with all applicable laws.
5. Publicity and Marketing Materials. PARTIES agree to cooperate and coordinate with respect to any public or media event to provide the opportunity for attendance and publication by officials and/or representatives of both PARTIES, including elected officials and public officials.

Should there be the need, PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU or the promotion of the CIP, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and JLLA agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the CIP. Further, any such press release, public announcement, marketing materials, or brochures prepared by JLLA shall appropriately acknowledge the contributions of both CITY and JLLA.

6. Signage and Donor Recognition. Subject to advance written approval by RAP prior to any form of recognition being implemented, JLLA is authorized to provide recognition and signage consistent with the naming and donor recognition policies of RAP, which shall include final approval by the Board of Recreation and Parks Commissioners.
7. Right of Entry Permits. CITY may, at its sole discretion and with no obligation to do so, issue one or more Right of Entry (ROE) Permits to JLLA for each CIP. JLLA shall not commence any activities on CITY property prior to the issuance of a ROE Permit, in addition to any other approvals and evaluations that RAP determines to be necessary for a particular CIP, including an evaluation of the CIP's potential environmental impact by RAP's Environmental Supervisor or designee. The terms and conditions of an ROE will include a scope of work and description of the activities to occur, the process involved, the presence (as appropriate) of RAP staff

during such activities, and details for JLLA to access each park (including inspection and determination of required use, as necessary and directed by RAP).

8. Volunteers. JLLA shall be solely responsible for the actions of JLLA volunteers while conducting CIP activities on park property.
9. Breach or Default by JLLA.

Upon the occurrence of one or more events of breach or default of this MOU by JLLA, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this MOU, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to JLLA, and if JLLA does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may terminate this MOU without further delay, whereupon JLLA shall immediately terminate its activities on park property. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this MOU, may, after a continuing breach or default by JLLA, perform or cause to be performed any of JLLA's unperformed obligations under this MOU. CITY may enter the affected park property and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
10. Nondiscrimination. JLLA shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. JLLA shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

JLLA agrees that in the event of breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate this MOU and to reenter and repossess said land and the facilities thereon and hold the same as if said MOU had never been executed.

11. Termination and/or Alteration. If, for any reason, RAP should desire to terminate, redirect, or substantially alter a CIP, JLLA is to be informed in writing at least ten (10) days prior to such termination, redirection, or alteration.

JLLA's responsibility to supply volunteers and financial support to RAP via multiple CIPs will continue through the term listed in Section 3; however, if JLLA and/or RAP determine(s), in its sole discretion, that a CIP is not succeeding, or if a CIP has been redirected, substantially altered, or terminated, JLLA or RAP may redirect, alter, or terminate its participation on ten (10) days' written notice to the other PARTY.

If either party terminates a CIP in accordance with this Section, JLLA shall be responsible only for costs of any approved expenses incurred in connection with a CIP through the date of termination. The date of termination shall be the tenth day following the date on which notice of termination was provided in accordance with this provision.

12. This MOU constitutes the entire agreement of the PARTIES and supersedes all prior agreements and discussions.
13. This MOU may not be assigned, sold, amended, modified or otherwise transferred by CITY without the written consent of JLLA, and any attempt to do so will be void.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

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

Junior League of Los Angeles, Inc., a 501(c)(3) California non-profit corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this AGREEMENT.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HOLLY FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

Date: \_\_\_\_\_