

APPROVED

FEB 17 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-033

DATE February 17, 2022

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WATTS SKATE PARK – NEW SKATE PARK (PRJ20577) PROJECT – APPROVAL OF REVISED MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF RECREATION AND PARKS FOR THE JOINT USE OF A PORTION OF THE WATTS SKATE PARK PROPERTY

AP Diaz _____ M. Rudnick _____
H. Fujita _____ C. Santo Domingo DF
J. Kim _____ N. Williams _____

M. Stue
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1. Rescind Recommendation 2 of Board Report No. 21-206 regarding the authorization of the execution of a Memorandum of Agreement in the form attached to Board Report No. 21-206 as Attachment A;
2. Authorize Department of Recreation and Parks' (RAP) General Manager to execute the revised Memorandum of Agreement between the Department of Transportation and the Department of Recreation and Parks for the Joint Use of a Portion of the Watts Skate Park Property, as set forth in Attachment 1;
3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On December 16, 2021, the Board of Recreation and Parks Commissioners (Board) approved the Watts Skate Park – New Skate Park (PRJ20577) Project and authorized RAP's General Manager to execute a Memorandum of Agreement (MOA) between the Department of Transportation (LADOT) and the Department of Recreation and Parks for the Joint Use of a Portion of the Watts Skate Park Property (Report No. 21-206).

The MOA between RAP and LADOT will permit RAP to access and construct the new skate park on the 37,000 square feet of land located at Imperial Highway just west of Wilmington Avenue as (APNs 6069-029-902 to 6069-029-917) that is currently owned by LADOT. Per the MOA, RAP

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shall be responsible for the design, construction, maintenance, security and utilities costs associated with the proposed Project. The term of the MOA will be for fifty (50) years.

Subsequently, LADOT requested a language revision to Section 4.A.2 of the previously approved MOA per Report No. 21-206.

Section 4.A.2 previously read, "Maintenance: In connection with its use of the PREMISES, RAP will maintain the PREMISES at no cost to LADOT throughout the term of this MOA. This includes ensuring the PREMISES receives routine landscape maintenance, tree trimming and removal as-needed, trash removal and disposal, and replacement of grass, plants, flowers, and trees as-needed to maintain an attractive and inviting atmosphere for passive and active recreational purposes."

As shown in Attachment 1, the revised MOA includes the following new language for Section 4.A.2, with the revised language in bold:

"Maintenance: In connection with its use of the PREMISES, RAP will maintain the PREMISES at no cost to LADOT throughout the term of this MOA. This includes, **but is not limited to**, ensuring the PREMISES receives routine landscape maintenance, tree trimming and removal as-needed, trash removal and disposal, **graffiti removal**, and replacement of grass, plants, flowers, and trees as-needed to maintain an attractive and inviting atmosphere for passive and active recreational purposes."

Upon approval of this Report, the revised MOA can be executed by RAP and LADOT.

ENVIRONMENTAL IMPACT

The Board of Recreation and Park Commissioners has approved the proposed Project and adopted a Mitigated Negative Declaration (MND) on December 16, 2021 (Board Report No. 21-206).

California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no subsequent or supplemental EIR is required by the lead agency or by any responsible agency:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revisions in the EIR; and,
3. Previously unknown new information at the time of the certification of the EIR as complete becomes available.

The proposed action is a minor modification to the Memorandum of Agreement that includes graffiti removal among future maintenance commitments of the Department of Recreation and Parks.

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RAP staff found that:

1. The proposed commitment will not involve substantial changes in the project scope requiring major revisions in the previous MND due new-significant environmental effects, or an increase in the severity of previously identified significant effects;
2. The circumstances under which the Project is undertaken will not require revisions of the previous MND due new significant environmental effects or an increase in the severity of previously identified significant effects;
3. There is no new information of substantial importance showing new significant environmental effects not discussed in the previous MND, or an increase in the severity of previously examined significant effects;
4. There are no mitigation measures or alternatives to the project considerably different from those analyzed in the previous MND that would substantially reduce one or more significant effects on the environment, but not adopted with the previous EIR.

Based on these findings, RAP Staff finds that no additional CEQA action is necessary.

FISCAL IMPACT

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by CIEP, CDBG, donation, or funding sources other than RAP's General Fund. The cost for maintenance staff for the new proposed park will be requested as a part of the City's budget process.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The construction of a new skate park will serve 5,582 residents within a one-half mile walking distance.

This report was prepared by Meghan Luera, Management Analyst, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment A – Revised MOA between LADOT and RAP for Joint Use of Watts Skate Park

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF RECREATION AND PARKS
FOR THE JOINT USE OF A PORTION OF THE
WATTS SKATE PARK PROPERTY**

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into by and between the Department of Transportation (hereinafter referred to as the “Transportation Department” or as “LADOT”) and the Department of Recreation and Parks (hereinafter referred to as “RAP”), for the use of the Watts Skate Park site for RAP to improve and maintain for recreational purposes during the term of this MOA as further described herein. LADOT and RAP may be referred to individually as a “PARTY” or collectively as the “PARTIES”.

RECITALS

WHEREAS, LADOT owns that certain real property located at 1855 East Imperial Highway, Los Angeles, CA 90059 (such property is further described herein and is hereinafter referred to as “PREMISES”); and

WHEREAS, the PARTIES recognize that the proposed uses of the PREMISES described as approximately 37,000 square feet of land, identified as Assessor Parcel Numbers (APNs) 6069-029-902 to 6069-029-917, shown as yellow-highlighted parcels in Exhibit A, would best serve the public at this time by providing recreational purposes and each of the PARTIES desire to enter into this MOA to effectuate such uses; and

WHEREAS, RAP has the ability and resources to improve and maintain the PREMISES for the recreational purposes set forth in the MOA.

NOW THEREFORE, the PARTIES hereby agree to the following terms and conditions for the use and maintenance of the PREMISES.

SECTION 1 – PURPOSE

The purpose of this MOA is to authorize use of PREMISES by RAP to improve and maintain PREMISES for recreational purposes as set forth in this MOA for the benefit of the public subject to the terms and conditions of this MOA.

Ownership of PREMISES (defined below) will remain with LADOT.

SECTION 2 – DESCRIPTION OF PREMISES

The PREMISES is described as approximately 37,000 square feet of land located at Imperial Highway just west of Wilmington Avenue and identified by the County of Los Angeles as APNs 6069-029-902 to 6069-029-917.

The PREMISES is shown on Exhibit A (Premises Map) of this MOA.

SECTION 3 – TERM

The term of this MOA will commence on [insert date] and be effective for a period of fifty (50) years.

This MOA may be terminated by either LADOT or RAP for any reason by either PARTY providing a written notice of at least thirty (30) days prior to the date set forth in said notice for such termination.

SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Department of Recreation and Parks

1. Use: RAP is authorized to use the PREMISES throughout the term of this MOA and subject to this MOA for passive and active recreational purposes as set forth in this MOA and as may be further approved by LADOT.
2. Maintenance: In connection with its use of the PREMISES, RAP will maintain the PREMISES at no cost to LADOT throughout the term of this MOA. This includes, but is not limited, to ensuring the PREMISES receives routine landscape maintenance, tree trimming and removal as-needed, trash removal and disposal, graffiti removal, and replacement of grass, plants, flowers, and trees as-needed to maintain an attractive and inviting atmosphere for passive and active recreational purposes.
3. Amenities and Equipment: RAP may install amenities (e.g., benches, picnic tables, drinking fountains, etc.) and equipment (e.g., skate park, outdoor gym equipment, etc.) for public use at no cost to LADOT. RAP will maintain and repair such amenities and equipment as-needed at no cost to LADOT. Upon the termination date of this MOA or written notice of sooner termination, RAP will remove such amenities and equipment from PREMISES and retain ownership of such amenities and equipment; provided, however, that RAP and LADOT may agree for such amenities and equipment to remain on the PREMISES. In the event such amenities and equipment remain on PREMISES upon termination of this MOA, LADOT would thereafter become responsible for ongoing maintenance and repair of such amenities and equipment.

RAP shall obtain the prior written approval of LADOT for any fixed structure (e.g., storage shed, pavilion, stage, etc.) proposed by RAP to be constructed on PREMISES. LADOT shall not unreasonably deny such written approval.

4. Improvements: RAP shall be responsible for constructing and installing any improvements to PREMISES for recreational purposes as authorized herein, and RAP shall incur all costs for providing such improvements to PREMISES.
5. Design and Construction: RAP shall include LADOT staff in PREMISES design and construction meetings if desired by LADOT.
6. Utilities: RAP shall be responsible for all utility costs related to PREMISES in connection with RAP's use of the PREMISES. Such costs include, but are not limited to, the installation, repair and maintenance of utility meters, utility lines, and irrigation system.
7. Security: RAP shall be responsible for all security related to PREMISES in connection with RAP's use of the PREMISES, which consists of the use of Park Rangers and/or the Los Angeles Police Department.
8. Emergencies: With respect to the PREMISES and RAP's use thereto, RAP shall be responsible for responding to emergencies and/or notifying the appropriate agencies to respond to emergencies (e.g., Los Angeles Police Department, Los Angeles Fire Department, etc.) and to perform any action necessary subsequent to such emergency.

B. Transportation Department

1. Design and Construction: LADOT will give RAP the right to develop and utilize the PREMISES for park purposes. LADOT will review and approve the PREMISES design, such approval to not be unreasonably withheld.
2. Pre-existing Conditions: LADOT shall remain primarily responsible and liable for any matters, claims or liabilities related to any condition or issue unrelated to or existing prior to RAP's use of the PREMISES as contemplated under this MOA.

SECTION 5 – REPRESENTATIVES OF THE PARTIES

A. Los Angeles Department of Transportation
Seleta J. Reynolds, General Manager
100 South Main Street, 10th Floor
Los Angeles, CA 90012

Telephone: (213) 972-8480

LADOT shall provide RAP with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

B. Department of Recreation and Parks
Michael A. Shull, General Manager
221 North Figueroa Street, 1st Floor
Los Angeles, CA 90012

Telephone: (213) 202-2633

RAP shall provide LADOT with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

C. PARTIES reserve the right to appoint an Assistant General Manager level employee to act as a representative in the absence of the above stated representatives.

SECTION 6 – RESOLUTION OF DISPUTES

Should any dispute arise involving the terms and conditions of this MOA, PARTIES agree to meet in good faith within five (5) business days to resolve such dispute. PARTIES commit to dedicate the necessary time and personnel to promptly address and resolve any and all disputes while ensuring effective and efficient service is provided to the public.

SECTION 7 – FINANCIAL RESPONSIBILITY AND INSURANCE

It is hereby understood that RAP is self-insured concerning any claims that may arise as a result of its use of the PREMISES.

Except to the extent attributable to the active negligence or willful misconduct of LADOT, RAP undertakes and agrees to promptly pay, reimburse, cover, and/or otherwise be financially responsible to LADOT, any and all costs arising in any manner by reason of, or incidental to, the performance of this MOA on the part of RAP and/or their contractor or subcontractor of any tier (“Costs”). Such Costs shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever (including for death or injury to any person, including RAP’s employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

This provision shall survive expiration or termination of this MOA.

SECTION 8 – ACCEPTANCE OF PREMISES

RAP has inspected the PREMISES and agrees that the PREMISES are suitable for the uses permitted herein. No officer or employee of CITY, RAP, or LADOT has made any

representation or warranty with respect to the PREMISES except as described in this MOA.

SECTION 9 – FORCE MAJEURE

Neither PARTY hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this MOA due to causes beyond the control of that PARTY including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, landslides, acts of public enemies, acts of superior governmental authority, floods, fires, riots, rebellion, sabotage, or any other circumstance for which such PARTY is not responsible and which is not in its power to control.

SECTION 10 – INCORPORATION OF DOCUMENTS

This MOA and incorporated documents represent the entire integrated agreement between PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This MOA may not be changed or modified in any manner except by formal, written amendment fully executed by both PARTIES. The following Exhibit is attached and made part of this MOA by reference:

Exhibit A - Watts Skate Park Premises Map

(Signature Page to Follow)

IN WITNESS WHEREOF, the Transportation Department and the Department of Recreation and Parks have caused this Memorandum of Agreement (MOA) to be executed by their duly authorized representatives and have executed this MOA.

LOS ANGELES DEPARTMENT OF TRANSPORTATION

SELETA J. REYNOLDS, General Manager

DATE

DEPARTMENT OF RECREATION AND PARKS

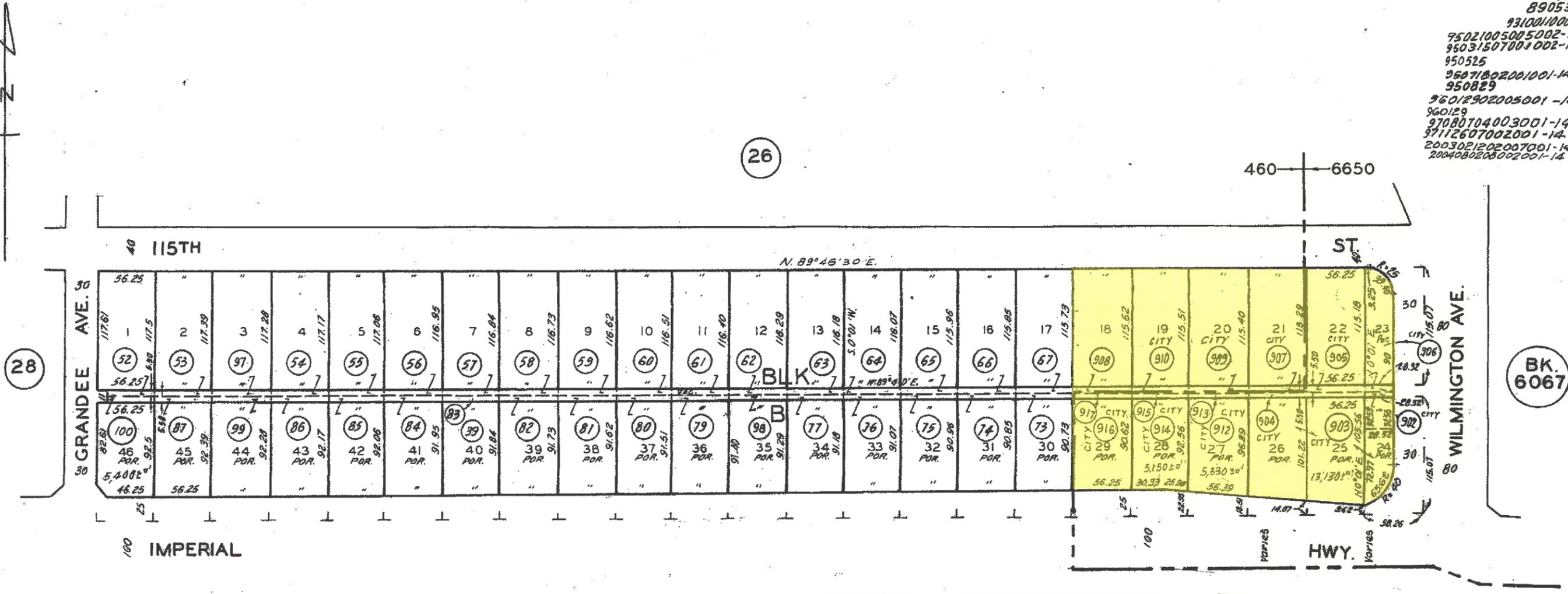
MICHAEL A. SHULL, General Manager

DATE

2005

SCALE 1" = 100'

- 700619215
- 820511303
- 860321208-86
- 860630002-87
- 86117803-87
- 88032804007003
- 89053004001089
- 9310010004001-14
- 95021005005002-14
- 95031507001002-14
- 950525
- 95071802001001-14
- 950829
- 96012902005001-14
- 960129
- 97080104003001-14
- 97112607002001-14
- 2003021202007001-14
- 2004080208002001-14



CODE
460
6650

FOR PREV. ASSM'T SEE:
551-15

DUNBAR PARK M.B. 26 - 59

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.