

BOARD REPORT

NO. 24-096

DATE May 02, 2024

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PIO PICO PARK AND UNDERGROUND PARKING STRUCTURE (PRJ20934) (PRJ21771) (W.O.# E1908188) PROJECT – COMMITMENT OF PARK FEES – APPROVAL OF MEMORANDUM OF AGREEMENT – EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 5, SECTION 15061(b)(3) [ACTIVITY COVERED BY THE COMMON SENSE EXEMPTION THAT CEQA APPLIES ONLY TO PROJECTS WHICH HAVE THE POTENTIAL FOR CAUSING A SIGNIFICANT EFFECT ON THE ENVIRONMENT; WHERE IT CAN BE SEEN WITH CERTAINTY THAT THERE IS NO POSSIBILITY THAT THE ACTIVITY IN QUESTION MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT, THE ACTIVITY IS NOT SUBJECT TO CEQA] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE II, SECTION 2(i) OF CITY CEQA GUIDELINES

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for * C. Santo Domingo DF
C. Stoneham _____ N. Williams _____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the Memorandum of Agreement (MOA) between the Los Angeles Public Library Department (LAPL) and the Department of Public Works – Bureau of Engineering (BOE) and the Department of Recreation and Parks (RAP) for the development and use of a portion of the Pio Pico-Koreatown Branch Library property located at 694 South Oxford Avenue for recreational and maintenance purposes (Attachment No. 1);
2. Authorize RAP staff to commit from the following fund and work order numbers listed below a maximum of Three Million, Four Hundred Thousand Dollars (\$3,400,000.00) in Park Fees for the Pio Pico Park and Underground Parking Structure (PRJ20934) (PRJ21771) (W.O. #E1908188) Project;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89716H	QT075032
Park Fees	302/89/89718H	QP003478

BOARD REPORT

PG. 2 NO. 24-096

3. Determine that the changes to the MOA and related funding commitments are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) [Activity covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment; where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA] of California CEQA Guidelines and Article II, Section 2(i) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;
4. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;
5. Authorize the Board President to execute the MOA upon receipt of all necessary approvals; and,
6. Authorize RAP's Chief Accounting Employee or Designee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The proposed Pio Pico Pocket Park and Underground Parking Structure Project (Project) is located at 694 South Oxford Avenue, which is currently the site of the Los Angeles Public Library Department (LAPL) Pio Pico Korean Town Branch Library. The Project goals are centered on increasing park space in this dense urban community and co-locating the new pocket park on LAPL property, adjacent to the existing library and surrounding open spaces. The Project also seeks to concurrently increase parking opportunities in the neighborhood. Once complete, the new public park developed as a part of the Project will meet the standard for a Neighborhood Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The Project involves the demolition of approximately 26,000 square feet of an existing asphalt parking lot, containing 79 parking spaces, the construction of an underground parking structure with a capacity of approximately 50 parking spaces, and the development of a pocket park on the 0.60-acre parking deck. New bicycle racks accommodating 40 bicycles, and improvements to the exterior building façade and entrance canopy of the existing Pio Pico Library are also included within the project scope. The Project will modify 12 existing parallel parking spaces on adjacent curbs, to be 45-degree angled parking spaces, which will provide approximately 25 new permanent public parking spaces to the community. The Project will provide a net total of 75 parking spaces.

Council District 10 ensured the community was involved throughout the design process, by coordinating two community meetings in September 2017 and May 2018. The community showed interest in increasing park play opportunities in this dense urban community.

BOARD REPORT

PG. 3 NO. 24-096

The Project's final plans and specifications were prepared by John Friedman Alice Kimm Architects (JFAK) under the supervision of the Department of Public Works, Bureau of Engineering (BOE), Architectural Division. The Project will be bid and awarded through the Department of Public Works. Construction will be managed by the Department of Public Works, Bureau of Engineering, Construction Management Division.

PREVIOUS ACTIONS

On March 1, 2017, the Board of Recreation and Park Commissioners (Board) approved (Report No. 17-042) several actions related to the proposed Project including:

- Granting preliminary authorization for RAP staff to begin negotiations with LAPL for an MOA for the development of a park.
- Authorized the allocation of Quimby Fees for the development of the Project.

On January 27, 2022, Los Angeles Public Library Department Board of Commissioners approved/ adopted the following:

- Memorandum of Agreement (MOA) detailing the working arrangement between LAPL, BOE, and RAP, for the development and joint use of a portion of the Pio Pico-Koreatown Branch Library site to be improved and maintained for recreational and park purposes during the term of the MOA.
- Initial Study/Mitigated Negative Declaration (IS/MND,) according to California Environmental Quality Act (CEQA), which found that, on the basis of the whole record, with the incorporation of described mitigation measures, there was no substantial evidence that the Project will have a significant effect on the environment and that the IS/MND reflects the City of Los Angeles' independent judgment and analysis; adopted the IS/MND, adopted the Mitigation Monitoring Plan (MMP), and approved the Project in concept as described in the IS for the Project.

On May 5, 2022, the Board of Recreation and Park Commissioners (Board) approved (Report No. 22-108) several actions related to the proposed Project including:

- Approval of a MOA between LAPL, BOE, and RAP for the development of the Project and use and operation of the site.
- Concurrence with the adoption of the IS/MND for the Project by the Los Angeles Public Library Department Board of Commissioners
- Concurrence with the adoption of the MMP for the Project by the Los Angeles Public Library Department Board of Commissioners
- Approval of the final plans and specifications for the Project.

On May 24, 2023, Councilwoman Heather Hutt introduced a motion requesting Board instruct RAP to allocate up to \$3,400,000 in Quimby funds for use by the BOE for costs related to the Project (Council File (CF) No. 23-0562).

BOARD REPORT

PG. 4 NO. 24-096

On December 6, 2023 the Board of Public Works received bids on the Project. Ford E.C. was identified by the Department of Public Works as the lowest responsive bidder with a bid amount of \$17,493,000

MEMORANDUM OF AGREEMENT BETWEEN LAPL, BOE, AND RAP

As noted above in this Report, RAP previously approved a Memorandum of Agreement (MOA) between LAPL, BOE, and RAP for the development of the Project and use and operation of the site. However that MOA was never fully executed by the parties and is not currently operative.

In December 2023, RAP was notified by BOE that bids had been received for the Project. At that time staff identified that the previously approved MOA had not been executed. Additionally, after reviewing the terms of said MOA, RAP and BOE staff identified that Section 4.1 and 4.2 and associated Exhibits (B & C) need to be modified to reflect the current funding sources, current budget, and to remove the language prohibiting issuance of a notice to proceed if there is a shortfall. Finally, LAPL requested a change to Section 4.A.3 to state that only BOE and RAP would be responsible to obtain additional funds for the Project should there be cost overruns.

The proposed MOA attached to this Report (Attachment No. 1) is substantially the same as the MOA that was approved by the Board on May 5, 2022 in Report No. 22-108. The proposed MOA sets of roles and responsibility of LAPL, RAP and BOE, as it pertains to the design and construction of the Project and its long-term operation and maintenance. The premises of this Project will remain Library property under the control of LAPL (i.e., the proposed surface park will not become dedicated park property), but, in adopting the proposed MOA, LAPL is agreeing to allow the premises to be used for a park for a 50-year term with RAP agreeing to operate and maintain the surface park, at RAP’s expense, throughout that time. The MOA also commits BOE to designing and constructing the park and the underground parking facility and, separately, the MOA confirms LAPL’s responsibility to operate and maintain the underground parking facility via a separate agreement with the City’s General Services Department (GSD).

PROJECT FUNDING

Upon approval of this Report, Three Million Four Hundred Thousand Dollars (\$3,400,000.00) in Park Fees can be committed to the proposed Project. The Park Fees were collected within two (2) miles of the Project site, which is the standard distance for the commitment of Park Fees for neighborhood facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

Funds are currently available from the following funds and accounts:

Source	Fund/Dept/Acct	Amount
CRA/LA EBP Fund	57D/22/22L9TN	\$5,691,718
Quimby	302/89/89460K-B3	\$3,551,082
Park Fees	302/89/89716H	\$1,200,000
Park Fees	302/89/89718H	\$2,200,000

BOARD REPORT

PG. 5 NO. 24-096

Source	Fund/Dept/Acct	Amount
MICLA	298/50WPLU	\$700,000
CTIEP (CF 23-0631 & CF 23-0842-S1)	298/50YPLU	\$5,300,000
CTIEP (CF 23-0600)	298/50YPLU	\$2,000,000
Total		\$20,642,800

TREES AND SHADE

The Project has four established trees in the northern part of the existing library parking lot, that provides approximately 4,375 square feet of shaded area. The trees to be removed include two Ficus Microcarpa “Indian Laurel” Trees and two Ceratonia Siliqua “Carob” Trees. These trees are not protected trees. All four are required to be removed to make room for the new underground parking structure construction. At a replacement rate of 9:1, a total of 37 new trees will be planted in the newly proposed park to mitigate the tree removals required by the Project’s construction.

The proposed new trees include five Callistemon Viminalis ‘Weeping Bttlebrush’ Trees, one Leptospermum Petersonii Tree, eight Olea Europea ‘Swan Hill’ Trees, fourteen Pistacia Chinensis ‘Red Push’ Trees, three Hadronanthus Hepatphyllus (Tabebuia Impetignosa), and six Vitex Agnus Castus.

At the time of construction completion, the new trees would provide approximately 650 square feet of canopy coverage. It is anticipated that the proposed trees will provide approximately 3,700 square feet of canopy coverage in 5 years, and 9,100 square feet of canopy coverage in 10 years. Upon full maturity, in 20 years, the proposed trees are estimated to provide 17,500 square feet of canopy cover. In addition, a shade structure will provide an additional 1,945 square feet of shade to playground. With the combination of shade provided by the new trees and new shade structures, it is anticipated that the Project will match or exceed the existing tree canopy within 5 years.

ENVIRONMENTAL IMPACT

The proposed Board’s action consists of the approval of an updated MOA between the City of Los Angeles Department of Recreation and Parks, the Los Angeles Public Library Department and the City of Los Angeles Bureau of Engineering, for the demolition of an existing asphalt parking lot, the construction of an underground parking structure, and the development of a pocket park on the parking deck. The proposed Board’s action also includes the addition to \$3,400,000 to the Project’s funding.

A previous version of the MOA and the proposed Project was approved by the Board on May 5, 2022 (BR 22-108), in concurrence with the adoption of the Initial Study/Mitigated Negative Declaration (IS/MND) by the Board of Public Works and the approval of the Mitigation and Monitoring Program (MMRP) for the Project by the Los Angeles Public Library Department Board of Commissioners.

BOARD REPORT

PG. 6 NO. 24-096

Section 15162 of California Environmental Quality Act (CEQA) Guidelines states that unless one or more of the following events occur, no subsequent or supplemental EIR or negative declaration 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/negative declaration;
2. Substantial changes occur with respect to the circumstances under which the Project is being undertaken that will require major revisions in the EIR/negative declaration; and,
3. Previously unknown new information at the time of the certification of the EIR/negative declaration as complete becomes available.

Staff finds that the current MOA does not change the characteristics of the proposed Project that was previously approved, that the environmental circumstances of the Project site have not changed and that new information has become available.

Based on these findings, RAP Staff recommends that the Board take no subsequent CEQA action about the MOA.

The MOA substantially changes the funding sources of the proposed Project and adds \$3,400,000 to its initial funding. This activity is exempt from the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) of California CEQA Guidelines and Article II, Section 2(i) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

FISCAL IMPACT

The approval of Report will have a fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park will be funded by sources other than RAP's General Fund. The proposed construction is funded by the Community Redevelopment Agency (CRA/LA) EBP, Community Development Block Grant (CDBG), Quimby/Park Fees, and CIEP Gap funds.

Operations and maintenance costs will be evaluated and included in future RAP annual budget requests.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 3: Create & Maintain World Class Parks and Facilities

Outcome No. 1: Newly developed park projects and the redesign of signature City parks

Result: The development of a new neighborhood park will benefit the lives of community residents and provide park access to residents within a one half mile walking distance.

BOARD REPORT

PG. 7 NO. 24-096

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

LIST OF ATTACHMENTS

Attachment No. 1 – MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIBRARY DEPARTMENT,
THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING
AND
THE DEPARTMENT OF RECREATION AND PARKS
FOR
THE DEVELOPMENT AND JOINT USE OF A PORTION OF THE
PIO PICO-KOREATOWN BRANCH LIBRARY PROPERTY**

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into by and between the Library Department, a department of the City of Los Angeles, acting by and through its Board of Library Commissioners (hereinafter referred to as “LAPL”), the Department of Public Works, Bureau of Engineering, acting by and through the Board of Public Works Commissioners (hereinafter referred to as “BOE”), and the Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as “RAP”), for the development and joint use of a portion of the Pio Pico-Koreatown Branch Library site to be improved and maintained for recreational and park purposes during the term of this MOA as further described herein. LAPL, BOE, and RAP may be referred to individually as a “PARTY” or collectively as the “PARTIES.” The City of Los Angeles may be referred to as “City” or “CITY.”

RECITALS

WHEREAS, LAPL has control over property located at 694 South Oxford, Los Angeles, CA 90005, known as the Pio Pico-Koreatown Branch Library, a property that is devoted to the purposes of LAPL as authorized per City Charter Section 530; and

WHEREAS, a portion of the Pio Pico-Koreatown Branch Library property is currently a parking lot used by LAPL patrons to access services and programs provided by the Pio Pico-Koreatown Branch Library (such portion is further described herein and is hereinafter referred to as “PREMISES”); and

WHEREAS, the PREMISES is identified as a portion of Los Angeles County Assessors’ Parcel Number (APN) 5093-006-900; and

WHEREAS, on December 16, 2015, the Los Angeles City Council approved a motion for BOE to develop a concept/feasibility study, including estimated costs, for the provision of both parking and green space enhancement options for the development of a pocket park at PREMISES (Council File No. 14-1475); and

WHEREAS, the City has the ability and resources to develop the PREMISES for recreational and park purposes, including the construction of an underground parking facility for park and LAPL patrons (“PROJECT”); and

WHEREAS, RAP has the ability, resources, and authority per City Charter Section 590(a)(1) to maintain the PREMISES, once built, for recreational and park purposes throughout the term of this MOA; and

WHEREAS, the City has dedicated funds to develop the PROJECT; and

WHEREAS, RAP desires to use the park portion of the PREMISES for recreational and park purposes and will assume the responsibility to operate and maintain the park portion of the PREMISES; and

WHEREAS, PROJECT improvements to the PREMISES, fully funded by the City and to be constructed by BOE, would also allow the PREMISES to be used by LAPL for library purposes; and

WHEREAS, the PARTIES recognize that the proposed use of the PREMISES would best serve the public by providing recreational facilities and green space for the community while maintaining parking spaces available to LAPL patrons, and desire to enter into this MOA; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all LAPL sites, and on January 27, 2022, the Board of Library Commissioners approved the use of the PREMISES for the PROJECT, which is to be improved by BOE and for the park portion of the PREMISES to be maintained by RAP (_____) subject to the terms and conditions of this MOA; and

WHEREAS, On _____ the Board of Public Works approved and agreed to utilize funds dedicated by the City to develop and construct the PROJECT at no cost to LAPL (_____) subject to the terms and conditions of this MOA; and

WHEREAS, Los Angeles City Charter Section 590 grants the Board of Recreation and Park Commissioners the authority to improve and maintain parks and recreational facilities and on _____, the Board or Recreation and Park Commissioners approved the joint use of the PREMISES for recreational and park purposes (Board Report No. _____) subject to the terms and conditions of this MOA.

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

SECTION 1 – PURPOSE

The purpose of this MOA is to 1) authorize the design, construction, and improvements of PREMISES by BOE, including the construction of an underground parking facility; 2) authorize the use, maintenance, and operation of the park portion of the PREMISES by RAP for park purposes; and 3) confirm LAPL’s intended delegation of the operation and maintenance of the underground parking facility to the City’s General Services Department (GSD), via separate agreement between GSD and LAPL.

Control of the PREMISES, as defined in Section 2 (“Description of Premises”) of this MOA, will remain with LAPL. Pursuant to City Charter Section 534, but subject to the rights and obligations of the PARTIES to this MOA, including, but not limited to Section 3 (“Term”), the Board of Library Commissioners reserves the right to exercise “full control over” the PREMISES which includes, but is not limited to, the right to sell, lease, transfer, pledge, hypothecate or revoke the aforementioned use of PREMISES if determined by LAPL in its sole discretion to be in the best interest of LAPL and the public. Accordingly, the *PREMISES will not be set apart and/or dedicated as a park, nor shall it be owned by RAP at any time*. LAPL shall not be held financially liable for funds secured, provided and/or expended for the design and construction of the park portion of the PREMISES and design and construction of the underground parking facility at the PREMISES.

SECTION 2 – DESCRIPTION OF PREMISES

The PREMISES is described as approximately 10,760 square feet of land located at the western portion of the Pio Pico-Koreatown Branch Library (694 South Oxford Avenue, Los Angeles, CA 90005) and identified by the County of Los Angeles as portions of Assessor Parcel Numbers APN 5093-006-900.

The PREMISES is shown on the Premises Diagrams (Exhibit A) attached and incorporated into this MOA.

SECTION 3 – TERM

Subject to the termination provisions herein, the term of this MOA will commence on the full execution of this MOA by the PARTIES, and will expire fifty (50) years from this date.

Before a notice to proceed is issued by BOE for construction of the PROJECT, any PARTY may terminate this MOA without cause by providing the other PARTIES 5 days formal written notification of its intent to terminate, served on representatives of the other PARTIES by certified mail and/or electronic mail.

The PARTIES agree to work together to determine the source of funds that should be used to cover any costs and expenses already incurred in the design and construction of the PROJECT should any PARTY terminate this MOA using this termination provision.

Should this MOA be terminated for any reason after the issuance of the notice to proceed but before construction of the PROJECT is completed, BOE agrees, as a condition of termination and subject to the availability of funding, that it shall return the PREMISES to a usable and functional parking lot, as approved in writing by the City Librarian, approval of which shall not be unreasonably withheld. The PARTIES agree to work together to determine a source of funds that may be used to cover the cost of this remediation, should the PROJECT funds not be sufficient to return the PREMISES to the specified condition.

Once the PROJECT receives final acceptance from the Board of Recreation and Park Commissioners and the Board of Library Commissioners, this MOA may only be terminated early by mutual written agreement of LAPL and RAP.

SECTION 4 - PROJECT FUNDING AND PROJECT BUDGET

A. PROJECT Funding and PROJECT Budget

1. The PARTIES agree that those funds appropriated and committed by the Los Angeles City Council and the Board of Recreation and Park Commissioners (as shown in Exhibit B) shall be used for this PROJECT (“APPROPRIATED FUNDS”). Outside of those APPROPRIATED FUNDS, no PARTY shall be held responsible for any costs or debt incurred or reimbursement to the City, for the PROJECT.
2. The PARTIES have reviewed and do approve BOE’s budget of the APPROPRIATED FUNDS for the specified project plans (APPROVED BUDGET) (as shown in Exhibit C). BOE may issue a notice to proceed to a contractor if the total amount of the contractor’s bid, not including any add alternative, is at or below the amount of APPROPRIATED FUNDS designated for construction activities in the APPROVED BUDGET.

3. Should there be cost overruns due to unforeseen circumstances or other similar reasons, the BOE and RAP agree to work together to obtain additional funds to cover the cost of those overruns. BOE agrees to notify LAPL and RAP within 10 working days of discovery of any and all conditions that will result in a cost overrun that would bring the PROJECT total to more than the APPROVED BUDGET.

SECTION 5 – ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Department of Public Works, Bureau of Engineering (BOE)

1. PROJECT - Design and Construction:

- a. BOE shall include LAPL and RAP staff in design and construction meetings associated with the PROJECT. Final approval of the PROJECT design plans will be submitted by BOE to LAPL and RAP and shall be subject to written approval and acceptance by the Board of Recreation and Park Commissioners and the Board of Library Commissioners. In addition, all significant changes to the PREMISES, after final approval of the design, require approval in writing by RAP and the City Librarian. All reviews and approvals shall be promptly given so as to not delay the PROJECT.

All costs associated with the design and construction of PROJECT, including, but not limited to, obtaining permits and other administrative approvals and/or requirements, shall be paid for solely out of the APPROPRIATED FUNDS. This includes all aspects of design and construction of the underground parking facility.

BOE shall not be under any obligation to continue working on the PROJECT should the APPROPRIATED FUNDS not be sufficient and no additional funds are made available.

- b. BOE shall make every effort to work with its construction contractor to ensure that access is available to the Pio Pico-Koreatown Branch Library for LAPL staff and patrons during normal LAPL operating hours, Monday through Saturday, throughout the construction of PREMISES. The Pio Pico-Koreatown Branch Library is closed on Sundays.
- c. From time to time during the course of construction there may be times when access to the Pio Pico-Koreatown Branch Library to staff and patrons may be limited or unavailable. In such case(s), BOE and/or its contractor shall notify LAPL staff a minimum of 72 hours in advance, or longer if possible, of such activities.
- d. BOE shall make every effort to ensure that functional and appropriate access is available to LAPL shipping and delivery staff and vehicles between the hours of 6:00 am and 5:00 pm, Monday through Saturday, during construction of PREMISES. The determination of function and appropriateness regarding access shall be at the sole discretion of the City Librarian, and BOE shall make every effort to work with its construction contractor to comply with LAPL requests to ensure such staff

and vehicles are at all times able to perform their functions.

- e. BOE shall not issue a notice to proceed to its contractor until replacement parking has been identified and secured for LAPL patrons to access the library during the construction period. Such parking shall not be paid for using LAPL funds and it shall consist of a minimum of fifty (50) parking spaces and be available during normal LAPL operating hours.
- f. BOE shall include its standard warranty language in its construction contract(s) for the PROJECT.
- g. BOE shall be responsible for coordinating the advertisement and bidding of the PROJECT as well as award of the construction contract(s), by and through its Board of Public Works. The staff of RAP and LAPL shall have the right to review and comment on all bids received; however, the Board of Public Works shall have the final decision on awarding the construction contract(s) for the PROJECT.
- h. The Board of Library Commissioners, by its approval of this MOA, shall agree to issue a Right of Entry to BOE and its selected contractor (and subcontractors) onto the LAPL-controlled property for the purpose of construction of the PROJECT and the LIBRARY IMPROVEMENTS.

2. PROJECT - LIBRARY IMPROVEMENTS:

- a. As part of the PROJECT, BOE shall provide the following improvements to the Pio Pico-Koreatown Branch Library building (LIBRARY IMPROVEMENTS):
 - i. New canopy over the entrance
 - ii. New window seat and window on the ground floor
- b. The PARTIES agree that the costs of the LIBRARY IMPROVEMENTS shall be paid solely out of the APPROPRIATED FUNDS, except that no RAP funds contained within the APPROPRIATED FUNDS shall be used to pay for the LIBRARY IMPROVEMENTS.
- c. The design of the LIBRARY IMPROVEMENTS shall be submitted to the City Librarian for written approval prior to construction and/or installation. All reviews and approvals shall be promptly given as to not delay the PROJECT or the LIBRARY IMPROVEMENTS.
- d. After completion of the LIBRARY IMPROVEMENTS, LAPL shall be responsible for all repairs and/or replacement or removal costs necessary throughout the life of the improvements.
- e. In addition to the LIBRARY IMPROVEMENTS, BOE has included an "add alternative" in the PROJECT's notice to bidders, for the construction of new curtain wall windows at the Pio Pico-Koreatown Branch Library. The Parties agree that this add alternative will not become part of the PROJECT unless and until either 1) a contractor provides a successful bid on the PROJECT that includes the curtain wall windows at or below

the APPROPRIATED FUNDS; or 2) new funding is added to the PROJECT budget that is over and above the APPROPRIATED FUNDS and sufficient to pay for the add alternative.

3. PROJECT - Art Work:

- a. BOE, in consultation with the Department of Cultural Affairs, Percent for Art Program, shall be responsible to provide any required artwork on PREMISES as part of the PROJECT, which shall be paid for using the APPROPRIATED FUNDS. Such artwork, including associated costs to LAPL, if any, shall be submitted to LAPL for written approval and acceptance by the Board of Library Commissioners prior to installation. If the proposed artwork is located in any of the PREMISES that will be maintained by RAP, then the artwork, and associated costs to RAP, if any, shall also be submitted to the RAP Board for approval. All reviews and approvals shall be promptly given so as to not delay the PROJECT or the LIBRARY IMPROVEMENTS.
- b. The PARTIES agree that the acquisition and installation costs of any required PROJECT Art Work, along with any art development fees incurred in relation to the PROJECT and/or LIBRARY IMPROVEMENTS shall be paid solely out of the APPROPRIATED FUNDS.

4. PROJECT - Library Signage:

- a. BOE shall include in the design of the PROJECT new signage for the Pio Pico-Koreatown Branch Library, which shall be paid for from the APPROPRIATED FUNDS. Such design of proposed signage shall be submitted to LAPL for written approval and acceptance by the City Librarian prior to fabrication and installation. All reviews and approvals shall be promptly given so as to not delay the PROJECT or the LIBRARY IMPROVEMENTS.
- b. LAPL shall be responsible for all repairs and/or replacement or removal costs necessary throughout the life of the signage.

5. PROJECT - Underground Parking Facility:

- a. As part of the PROJECT, BOE shall provide an underground parking facility on the PREMISES to be used by RAP and LAPL patrons to consist of a minimum of fifty (50) parking spaces. BOE shall be responsible for ensuring all parking requirements meet the Americans with Disabilities Act (ADA) specifications and all other applicable requirements.
- b. BOE shall provide any legally required bicycle spaces, as approved by the City Librarian and in compliance with all statutes and requirements, and shall construct the spaces on the PREMISES. All reviews and approvals shall be promptly given so as to not delay the PROJECT or the LIBRARY IMPROVEMENTS.
- c. The underground parking facility shall include, but not be limited to: access to the parking facility by means of security gates/doors, a parking

collection booth, storage closet, and elevator access to ground level for the public to access both the PREMISES and Pio Pico-Koreatown Branch Library.

- d. BOE shall, in coordination with the Information Technology Agency (ITA) and GSD, install any equipment in the underground parking facility necessary for cameras, the parking control system, and internet access. This system will be an independent system that will not use existing LAPL internet networks. The PARTIES agree that no RAP funds contained within the APPROPRIATED FUNDS will be used for this improvement.
- e. BOE shall, in coordination with RAP, include a storage area to meet RAP specifications to store landscape maintenance equipment and other RAP items. Such storage area will not affect the minimum number of parking spaces stated in this MOA.
- f. BOE shall provide a methane ventilation system in the underground parking facility that complies with all laws and building code requirements.

6. PROJECT – Sidewalk Replacement:

- a. For any and all public sidewalks that are damaged in the normal course of construction of the PROJECT, BOE agrees to repair and/or replace those sidewalks in accordance with the sidewalk design and construction standards set forth in the Willits Settlement.

7. APPROVED BUDGET - LAPL Restroom Upgrades:

- a. The PARTIES agree that the APPROVED BUDGET includes funding for the current design of the LAPL restroom upgrades. The PARTIES further agree that the restroom upgrades are not part of the PROJECT and, instead, shall be independently project managed by LAPL, with construction to be completed by GSD. LAPL agrees to manage GSD's construction so as not to cause any interference or delays to the PROJECT. LAPL further agrees that any cost overruns for the restroom upgrades, above and beyond the funds currently included in the APPROVED BUDGET, shall be paid for by LAPL out of LAPL's own funds.
- b. At their discretion, BOE and/or RAP may construct a restroom on the park portion of the PREMISES for use by park patrons. Such construction shall not remove or reduce the LAPL Restroom Upgrades discussed in this MOA. The design and construction of any restroom on the PREMISES would require prior written approval by the City Librarian and RAP. All reviews and approvals shall be promptly given so as to not delay the PROJECT or the LIBRARY IMPROVEMENTS.

9. Auditing and Accounting:

- a. BOE shall be solely responsible for reporting all funding and expenditures in relation to this MOA for the design and construction of the PROJECT and the LIBRARY IMPROVEMENTS, including, but not

limited to, all accounting and auditing aspects associated with funds and expenditures for the construction of PROJECT and the LIBRARY IMPROVEMENTS.

- b. BOE agrees that it shall be responsible for ensuring that all funding and expenditures of any RAP funds contained within the APPROPRIATED FUNDS shall be used for park purposes only.

10. Utilities:

- a. As part of the PROJECT, BOE will coordinate with the City's Department of Water and Power for the installation of a separate electricity sub-meter and a water meter for park uses only at the PREMISES.

11. Final Acceptance:

- a. BOE shall inform LAPL and RAP of the completion of the PROJECT and "add alternative," if funded, and request final acceptance in writing by the Board of Library Commissioners and the Board of Recreation and Park Commissioners prior to any formal dedication and/or press release announcing the completion or opening of the PREMISES. A map designating the park portion of the PREMISES shall be identified for future maintenance by RAP.
- b. Upon completion of the PROJECT and "add alternative," if funded, and final acceptance by the Board of Library Commissioners and Board of Recreation and Parks Commissioners, BOE shall no longer be deemed a PARTY to this MOA, except for the Auditing and Accounting provisions of this MOA.

12. Marketing and Promotion:

- a. BOE shall work cooperatively with LAPL and RAP marketing staff on any and all information to be released to the public regarding design, construction, groundbreaking, and opening ceremonies of the PREMISES.

B. Department of Recreation and Parks (RAP)

Upon the completion of the PROJECT by BOE and acceptance by the Board of Library Commissioners and the Board of Recreation and Park Commissioners per Section 5.A.11. above, LAPL shall provide RAP with written authorization to use and maintain the park portion of the PREMISES during the TERM specified in Section 3 for recreational and park purposes, subject to the following terms and conditions:

1. Joint Use:

- a. RAP shall be authorized and obligated to use the PREMISES for passive and active recreational purposes subject to the terms and conditions of this MOA.

2. Maintenance:

- a. RAP, at its own expense, will maintain the park improvements on the park portion of the PREMISES.

3. Amenities, Equipment and Improvements:

- a. RAP may, at its own expense, install amenities (e.g., benches, picnic tables, drinking fountains, etc.) and equipment (e.g., playground equipment, outdoor gym equipment, etc.) for public use. RAP shall maintain and repair any park amenities and equipment as-needed at its own expense.
- b. Upon the termination date of this MOA or written notice of sooner termination, all park amenities and equipment (as described in Section 5.B.3.a.) may be removed by RAP.
- c. RAP shall obtain prior written approval from LAPL for any building structure (e.g., storage shed, pavilion, stage, etc.) proposed by RAP to be constructed on PREMISES after completion of the PROJECT construction.
- d. RAP shall be responsible for the maintenance, repair, and replacement of all irrigation equipment located on the park portion of PREMISES.

4. Utilities:

- a. RAP shall be responsible for all utility costs, as indicated by the electricity sub-meter and water meter installed as part of the PROJECT. RAP shall not be responsible for any utility costs incurred in the operation and maintenance of the underground parking structure.

5. Rules of Conduct:

- a. RAP shall be responsible for enforcing the most current RAP Rules, Ordinances, and Regulations (including Los Angeles Municipal Code Section 63.44) on the park portion of the PREMISES.

6. Security:

- a. As in the case where there are other parks co-located with libraries, RAP will be responsible for security for the park and LAPL will be responsible for security for the Pio Pico-Koreatown Branch Library. If security becomes an issue at the park, RAP and LAPL agree to work together to address the issue.
- b. Should it become necessary to install security or surveillance cameras on the PREMISES, RAP and LAPL shall equally share the cost for equipment and installation.

7. Emergencies:

- a. With respect to the park portion of PREMISES, RAP shall be responsible for performing any action necessary in response to any emergency repairs or improvements. This shall include the assessment, repair and/or containment (e.g., fencing) of the park portion of PREMISES to provide for the safety of the community.

8. Park Events and Programs:

- a. RAP, as the operator and manager of the park portion of the PREMISES, shall control the master calendar for permitted use of the park. To avoid conflicts in scheduling of events and programs on PREMISES, RAP agrees to inform LAPL of all scheduled events, active recreation programs, and permitted activities. Use of the park portion of the PREMISES for events shall be available to RAP and LAPL on a first-come, first-served basis. LAPL and RAP shall agree on a process to resolve disputes about the schedule and about the use of the PREMISES.

9. Auditing and Accounting:

- a. RAP shall be solely responsible for reporting all funding and expenditures in relation to this MOA for the maintenance of the park portion of PREMISES, including, but not limited to, all accounting and auditing aspects associated with the maintenance and repairs to the park portion of PREMISES.

10. Marketing and Promotion:

- a. RAP shall work cooperatively with LAPL marketing staff on any and all information to be released to the public regarding: 1) any ground breaking or opening ceremonies of PREMISES; 2) RAP sponsored events and programs to be held on PREMISES; and, 3) RAP sponsored news events or press conferences to be held on PREMISES.

C. Los Angeles Public Library

1. Joint Use:

- a. LAPL is authorized to use the park portion of PREMISES throughout the term of this MOA for LAPL programming and LAPL events without being charged a rental fee by RAP. However, LAPL agrees to reimburse RAP for any RAP staffing costs incurred in support of LAPL events, when such RAP staffing is requested by LAPL.

2. LAPL Events and Programs:

- a. LAPL shall maintain a schedule of LAPL events and programs to be held on PREMISES and shall provide RAP with online access to the schedule.

3. Security:
 - a. LAPL will provide and arrange for any security needs for LAPL programming and LAPL events held on PREMISES.
4. Design and Construction:
 - a. LAPL will designate staff to participate in PREMISES design and construction meetings.
5. Name Approval:
 - a. The naming of the park portion of PREMISES shall be approved by the Board of Library Commissioners.
6. Wireless Internet Access:
 - a. Outdoor Wi-Fi for the PREMISES shall be provided by LAPL.
7. Underground Parking Facility:
 - a. LAPL will coordinate parking operations and/or maintenance with the Department of General Services (GSD) at no cost to RAP or BOE, except as set forth in this subsection. LAPL retains the right to operate and/or maintain the underground parking facility through self-operation or contract. RAP shall operate and maintain any portion of the underground parking facility provided to RAP for storage or other similar use at RAP's own cost.
 - b. All parking fees shall be collected and retained by LAPL to be used towards the operation and maintenance of the Pio Pico-Koreatown Branch Library to support library operations, library programming, library materials, collections and the operation and maintenance of the parking garage.
 - c. RAP and BOE staff shall be allowed to enter the parking facility free of charge during the performance of their duties at the PREMISES.
 - d. LAPL will retain ownership of the underground parking structure.
 - e. LAPL affirms that GSD, upon the completion of the construction of the PREMISES, will be responsible for the maintenance of the underground parking structure, as well as the LAPL portion of the PREMISES, under an amended agreement between LAPL and GSD.
8. Auditing and Accounting:
 - a. LAPL will not be responsible for any audit or accounting requirements regarding the design and/or construction of PREMISES, except for the funds to be used for the restroom upgrades that are provided as part of the funding for the PREMISES. LAPL shall provide a full accounting of

all expenditures for the restroom upgrades, as necessary.

SECTION 6 – REPRESENTATIVES OF THE PARTIES

A. Los Angeles Public Library

John F. Szabo, City Librarian 630
West Fifth Street, 4th Floor Los
Angeles, CA 90071 Telephone:
(213) 228-7515

LAPL shall provide RAP and BOE 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

Jimmy Kim, General Manager
221 North Figueroa Street, 3rd Floor
Los Angeles, CA 90012
Telephone: (213) 202-2633

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

C. Department of Public Works, Bureau of Engineering

Ted Allen PE, City Engineer
1149 South Broadway, 7th Floor
Los Angeles, CA 90015
Attn: Alex Ngo
Telephone: (213) 485-8521

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

D. PARTIES reserve the right to appoint a Division Manager level employee to act as a representative in the absence of the above stated representatives.

E. Formal notices, demands and communications required hereunder by any PARTY shall be made in writing and may be effected by personal delivery certified mail, or by electronic mail, and shall be deemed communicated five (5) business days after mailing.

SECTION 7 – ACCEPTANCE OF PREMISES

Both BOE and RAP have inspected the current condition of the PREMISES and agree that the PREMISES are suitable for the uses permitted herein. No officer or employee of CITY, RAP, BOE or LAPL has made any representation or warranty with respect to the PREMISES except as described in this MOA.

SECTION 8 – INDEMNIFICATION AND LIABILITY

Each PARTY undertakes and agrees to promptly pay, reimburse, cover, and otherwise be financially responsible to the other PARTIES for any and all costs arising in any manner by reason of, or incidental to, that PARTY’s respective performance and obligations under this MOA. 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 licensee’s employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

SECTION 9 – 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.

PARTIES agree to abide by the opinion of the Office of the City Attorney, as binding, in interpreting each PARTY’s rights and obligation under the MOA.

SECTION 10 – FORCE MAJEURE

None of the PARTIES 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.

The PARTIES agree that all costs to repair and/or replace the park portion of PREMISES due to such events described above shall be the sole responsibility of RAP. However, RAP has no obligation to actually repair the damage caused by such force majeure event if sufficient funding is not available.

SECTION 11 – 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 all PARTIES. The following Exhibits are attached and made part of this MOA by reference:

- Exhibit A Pio Pico-Koreatown Branch Library Premises Diagrams
- Exhibit B Pio Pico-Koreatown Branch Library Park Funding Sources
- Exhibit C Pio Pico-Koreatown Branch Library Park Project Budget

(Signature Pages to Follow)

IN WITNESS WHEREOF, the Los Angeles Public Library (LAPL), the Department of Recreation and Parks (RAP) and the Department of Public Works, Bureau of Engineering (BOE) have caused this Memorandum of Agreement (MOA) to be executed by their duly authorized representatives and have executed this MOA.

LOS ANGELES PUBLIC LIBRARY, a municipal corporation acting by and through its Board of Library Commissioners

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
RENATA SIMRIL
President
Board of Recreation and Parks

Date _____

Date _____

By _____
AURA GARCIA
President
Board of Public Works

Date _____

By _____
RAQUEL BORDEN
Secretary to the Board
Board of Library Commissioners

By _____
TAKISHA SARDIN
Secretary to the Board
Board of Recreation and Parks

Date _____

Date _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By _____

Date _____