

APPROVED

Sept 05 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-184

DATE September 05, 2024

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN HEIGHTS YOUTH CENTER COMPLEX – APPROVAL OF PROPOSED MEMORANDUM OF AGREEMENT WITH THE CITY OF LOS ANGELES DEPARTMENT OF CULTURAL AFFAIRS – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

B. Aguirre M. Rudnick
B. Jones C. Santo Domingo
*C. Stoneham C.S N. Williams

[Handwritten signature]

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve a proposed ten-year memorandum of agreement (MOA) between the Department of Recreation and Parks (RAP) and the City of Los Department of Cultural Affairs (DCA) for the purpose of providing expanded public services for youth at RAP and DCA’s Joint Use Lincoln Heights Youth Center Complex (“Complex”) in the form attached to this Report as Attachment 1;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed MOA to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the MOA subsequent to all necessary approvals;
4. Determine that the Board’s approval of the MOA (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical

BOARD REPORT

PG. 2 NO. 24-184

features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) 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;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filling an NOE; and,
6. Authorize RAP staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

On November 19, 2003, the Board of Recreation and Park Commissioners (Board) approved Board Report No. 03-366, which approved the acquisition of the property at 2500 Griffin Avenue for the development of a youth-oriented recreation center. The acquisition of this property was funded through acquisition funds available in the Northeast Roller Hockey Rink Proposition K specified line item. The property consists of a 17,746 square feet, two story, former church and school building.

On June 1, 2005, the Board approved a Memorandum of Understanding (MOU) to establish responsibilities between RAP, DCA, Bureau of Engineering of the Department of Public Works, and the Department of General Services to provide construction services for the Lincoln Heights Youth Center Project (Project).

The Project was completed in 2010 and is now considered to be The Lincoln Heights Youth Complex (Complex) with the address of 2911 Altura Street. The Complex consists of the following four Proposition K projects: Lincoln Heights Youth Center, Lincoln Heights Youth Arts Center, Northeast Roller Hockey Rink, and the Lincoln Heights Boxing Gymnasium.

RAP opened the Lincoln Heights Youth Center (LHYC) in 2010 to provide youth recreational programming, and in 2011, DCA started the Lincoln Heights Youth Arts Center to provide arts and cultural services for youth. Both departments continue to occupy and jointly use the Complex, each providing various classes such as boxing, roller hockey, judo, art and music classes. The services and classes have greatly benefitted local youth and families.

A new ten-year MOA between RAP and DCA is being proposed to continue joint use and provision of public services to the Northeast Los Angeles community youth as required by the Proposition K funding. The MOA sets the terms and conditions for the joint use of the Complex by RAP and DCA.

ENVIRONMENTAL IMPACT

The proposed Project consists of approving an MOA that permits and coordinates the continued use of existing public facilities, involving negligible or no expansion of existing or former use.

BOARD REPORT

PG. 3 NO. 24-184

According to the parcel profile report retrieved on June 20, 2024, this area does not reside in a liquefaction, coastal, or methane zone, so there is no reasonable possibility that the proposed Project may impact an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of June 20, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They listed RBCase 904c (closed in 2002), RB Case 900310152 (Closed in 1997), and RB Case #900310261A (closed in 2009). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the Complex is one of the contributing elements to the Lincoln Heights Historic Preservation Overlay Zone, however, an agreement that assigns spaces within the building will not cause substantial adverse change in the significance of this historical resource.

Based in this information, RAP staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) 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 this MOA will not have an adverse impact on the RAP General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2 : Offer Affordable and Equitable Recreational Programming
Outcome No. 1 : Improve health and social equity for young Angelenos

This Report was prepared by Bertha Calderon, Management Analyst, Metro Region

LIST OF ATTACHMENTS

1) Proposed MOA

**MEMORANDUM OF AGREEMENT
WITH
DEPARTMENT OF RECREATION AND PARKS
AND
DEPARTMENT OF CULTURAL AFFAIRS**

The City of Los Angeles Department of Cultural Affairs ("DCA") and the Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners ("RAP"), each desire to enter into this Memorandum of Agreement ("MOA") for the purpose of providing expanded public services for youth at RAP and DCA's Joint Use Lincoln Heights Youth Center Complex ("COMPLEX") located at 2911 Altura Street, Los Angeles, CA 90031.

WHEREAS, on November 6, 1996, the voters of Los Angeles approved Referendum Ordinance K / Proposition K: The Los Angeles for Kids Program for citywide parks, recreation and community facilities, which included improvements for the COMPLEX; and

WHEREAS, under Charter Sections 556 and 558 the Los Angeles City Planning Commission recommended approval of the acquisition of four contiguous parcels totaling 32,315 square feet or 0.74 acres located at 2500 Griffin Avenue (the "Property") in the Northeast Los Angeles Community Plan Area and the proposed project, which the Planning Commission found to be in substantial conformance with the purpose, intent, and provisions of the City's General Plan and the Northeast Los Angeles Community Plan, an element of the General Plan; and

WHEREAS, on November 19, 2003, the Board of Recreation and Park Commissioners ("RAP Board") approved the acquisition of the Property for the development of a new youth-oriented recreation center; and

WHEREAS, the acquisition, development, improvement, restoration and maintenance of parks, recreation and community facilities confers a direct and special benefit to all parcels in the City by improving economic, environmental, and recreational conditions and by improving the availability and utility of and access to parks, recreation, and community facilities for each parcel, all resulting in maintained or enhanced property values; and

WHEREAS, the Councilmember for the First District strongly supported the acquisition of the Property with the intention for the Property to be used for after-school recreation, educational, and cultural or art-related programs for youth; and

WHEREAS, the acquisition of the Property was funded through acquisition funds available in the Northeast Roller Hockey Rink Proposition K specified line item, consisting of a 17,746 square foot, two-story, former Presbyterian church, school building, parking lot, and open space, referred to as the Lincoln Heights Youth Complex Project, which consists of four specified Proposition K projects as listed below:

1. Lincoln Heights Youth Center
2. Lincoln Heights Junior Arts Center ("Junior" was later changed to "Youth")
3. Northeast Roller Hockey Rink

4. Lincoln Heights Boxing Gymnasium; and

WHEREAS, on June 1, 2005, a Memorandum of Understanding (MOU) was entered into between RAP, DCA, the Bureau of Engineering of the Department of Public Works, and the Department of General Services for the construction of the Lincoln Heights Youth Center (LHYC); and

WHEREAS, the Proposition K funding supported renovations to create two separate community centers consisting of a youth art center (DCA) and an outdoor roller hockey rink, a boxing gymnasium, and a youth recreation center (RAP) to fulfill the mandate set forth by the Proposition K Commission for the primary purpose of serving local youth ages 0 to 25 years old; and,

WHEREAS, on July 26, 2010, RAP established and began managing the LHYC to provide youth sports and recreation programming; and,

WHEREAS, on February 5, 2011, DCA established the Lincoln Heights Youth Arts Center (LHYAC) and has since provided ongoing museum-quality multidisciplinary arts, culture, and education programming with an emphasis on services for youth; and,

WHEREAS, DCA and RAP currently provide unique and separate programming for the community through the joint use of the COMPLEX and desire to coordinate their efforts to provide integrated and expanded programming as an extension of both departments' respective programs with an emphasis on local youth in the Lincoln Heights and Northeast Los Angeles area, as mandated by the funding provided by Proposition K; and,

WHEREAS, this MOA is intended to set forth the terms and conditions for the joint use of the COMPLEX for the provision of arts, culture, education, and recreational programming to benefit to the members of the public made available by and through DCA and RAP; and,

WHEREAS, this MOA is being entered into as a retroactive order of business to establish in writing the operating terms of the joint use of the COMPLEX to articulate and clarify the shared ownership, authority, management, use, and maintenance of the facility as equal partners; and,

WHEREAS, the DCA and RAP wish to memorialize their understanding and mutual agreements in this MOA regarding the terms and conditions of the operations and services to be provided in the joint use of the COMPLEX.

SECTION 1: MISSION AND OBJECTIVES

DCA Mission

DCA's mission, rooted in the Los Angeles Administrative Code, is to strengthen the quality of life in the City of Los Angeles by stimulating and supporting arts and cultural services and ensuring access to such activities for residents and visitors to the City. As one of DCA's cultural centers providing direct services to the public, the LHYAC upholds the objectives of the Community Arts Division, which are to offer high-quality instruction in the arts, produce and/or elevate solo and/or group museum education and art exhibitions, work with local community stakeholders and groups to conduct outreach and create programs for underserved populations, develop special initiatives for young people, and promote numerous events during the year that celebrate the cultural diversity of the community.

LHYAC also engages in historic conservation efforts for and with local historical sites and institutions.

RAP Mission

RAP's mission is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

Joint Objective

DCA and RAP's Joint Objective at the COMPLEX is to comply with the original mandate set forth by Proposition K funding to serve youth ages 0 - 25 through its respective programs and activities. Therefore, DCA and RAP staff will coordinate and collaborate to provide expanded programming for the community with a special emphasis on the youth population; to develop the artistic, physical, social, and emotional well-being of historically underserved and low-income youth; to provide diverse opportunities for neighborhood youth and families to increase their positive sense of self and empowerment; to provide pathways for increased job skills, career building, and mentorship; to contribute to the revitalization and honoring of the surrounding community; and to strive to create a replicable model to be used in other Proposition K-acquired sites.

SECTION 2: OPERATIONS OF COMPLEX FACILITIES

DCA Hours of Operation. Regular Hours of Operation for the LHYAC are Monday – Friday, 9:00 am - 6:00 pm. Sundays and holidays are closed. Hours are subject to change and include a Saturday schedule during quarterly programming sessions.

RAP Hours of Operation. Regular Hours of Operation for the LHYC are Monday - Friday, 9:00 am - 8:00 pm, Saturday, 9:00 am - 1:00 pm, Sundays and holidays are closed. Hours are subject to change as per programming schedule.

Outside Permitted Use. Priority use of the COMPLEX shall be DCA and RAP's activities for youth in the LHYAC and the LHYC, respectively, as mandated by Proposition K. Only "Joint Use Area Room 108" (Conference/Meeting Room/Auditorium) may be rented by DCA or RAP for outside permitted use. A minimum of 2 weeks advance notification, consultation, and written agreement by both DCA and RAP Facility Directors prior to the proposed use is required. Rental rates shall be charged as per RAP's established Rates and Fees for the COMPLEX as authorized by City Ordinance. No rentals may be permitted without City Ordinance authorization. A copy of the executed rental agreement shall be provided to the partnered Facility Director.

Non-permitted Outside Use. If the COMPLEX becomes designated for the use as a Vote Center, DCA will be notified a month in advance.

If the COMPLEX becomes designated as an Emergency Public Welfare and Shelter site DCA will be notified as soon as possible.

Film Permits. Film permits shall be issued in accordance with the City's Film LA office and RAP Rate and Fees as authorized by City Ordinance. RAP and DCA will coordinate to ensure any proposed permits do not interfere with programmed activities.

Special Account. A special account will be created to deposit funds for any permit use at the COMPLEX. RAP will provide quarterly accounting updates to DCA or upon request. During the annual review process, RAP and DCA will agree upon use of the special account to benefit the COMPLEX.

Keys. RAP shall provide DCA with a set of all facility keys. Both departments shall have a master set of all rooms and spaces to the COMPLEX for emergency use only. Updated copies of keys shall be issued to the designated DCA and RAP representatives following DCA and RAP key issuance procedures. Rooms that have been designated as “primary use” by the partner department shall not be accessed by the other department without a designated staff member of the “primary use” department present, unless in cases of emergency.

Each department’s Facility Director shall maintain a list of the staff possessing keys for the COMPLEX. Written notification shall include the name and title, and a list of the keys provided. Keys shall only be provided to City of Los Angeles staff and LHYAC contracted security representatives as per the contractual agreement for security services with LAPD for the LHYAC. Keys shall not be provided to non-City of Los Angeles staff or any other party, except for contracted security representatives. Missing keys must be reported in writing to both DCA and RAP Facility Directors within 24 hours. A police report must be made immediately following the discovery of the missing keys and a copy of the report provided to both DCA and RAP Facility Directors.

Joint Use COMPLEX Sign. A professionally manufactured sign shall be prominently placed to identify the COMPLEX as a DCA and RAP Joint Use Facility of the City of Los Angeles to include both departmental logos and City of Los Angeles seal.

Maintenance. DCA and RAP Facility Directors shall have the COMPLEX’s username and password to access the RAP Service Request System, and shall share and/or delegate the responsibility of submitting work order requests, perform status update checks, and make modifications, among their respective subordinate staff. DCA and RAP Facility Directors shall coordinate with each other before submitting a work order and/or provide written notification after a work order is made in emergent circumstances when prior notice would further exacerbate the situation. Facility Directors and/or staff shall inform each other when a service technician is expected to report to the COMPLEX on a work order.

Security Alarm System. Alarm access codes shall be provided only to DCA and RAP staff. DCA and RAP staff shall have separate security alarm system codes. A complete list of staff who have knowledge of the security alarm system codes shall be provided to each departmental Facility Director on an annual basis and/or upon the start of a new departmental Facility Director’s role in the position. Any changes to this list must be made in writing within one business day of the change. At no time shall the security alarm codes be changed on behalf of the other department. Security alarm codes shall be kept strictly confidential. Maintenance staff must be instructed by RAP Facility Director or designee to secure the building with the security alarm system upon exiting the building if no DCA or RAP staff is present at the time of the maintenance staff’s exit from the premises for the safety and security of the COMPLEX.

SECTION 3: DESIGNATED USE OF SPACE

The use of rooms and areas of the COMPLEX are as follows:

DCA Spaces - DCA shall have exclusive use of and right of first refusal over the listed spaces below, for programming or storage. These rooms and spaces shall be held to ADA and other safety compliance regulations, and shall not be used for storage of items in plain sight. The name plates on the outside of the rooms shall be updated to reflect DCA room designations and changed from “CAD” to “DCA” and “Jr Arts Ctr.” changed to “Youth Arts Center.”

1. 103 (Organ Equipment)
2. 104 (Storage with closet 105)
3. 109 (Vestibule)
4. 121 (Staff Restroom)
5. 202 (Storage converted to office space)
6. 203 (CAD Staff)
7. Room 204 (Jr. Arts Ctr. Class)
8. Room 205 (Jr. Arts Ctr. Class with closet 206 “Gold Room”)
9. 207 (Hallway)
10. 208 (Storage)
11. Room 212 (with closets 210 and 211)
12. 214 (Hallway)
13. Room 218 (CAD Staff with closet 216)
14. Room 219 (CAD Staff with closet 217)
15. 220 (Men’s Restroom)
16. 222 (Women’s Restroom)
17. 225 (Storage)
18. 227 (Gold Room/Storage)
19. 228A (Hallway/Waiting Room Area)
20. 228B (Hallway)
21. 228C (Hallway)
22. Room 231 (Youth Center Class)
23. Room 233
24. Room 234 (Youth Center Class)
25. Room 236* (Youth Center Class/Programming)

*This room shall be used as class space and/or for programming purposes only. At such time that this room cannot or will not be used in the manner prescribed above, then it will revert back to RAP.

**Consistent with the provision for outdoor spaces under the “Joint Use Spaces” section below, this area may be utilized by RAP if it is scheduled and approved in advance by DCA. DCA events and programming shall be a prioritized use for this space.

RAP Spaces - RAP shall have exclusive use of and right of first refusal over the listed rooms and areas for programming or storage. These rooms and spaces shall be held to ADA and other safety compliance regulations, and shall not be used for storage of items in plain sight. The name plates on the outside of the rooms shall be updated to reflect RAP room designations.

1. Hall 001 (Basement)
2. 002 (Basement)
3. 003 (Basement)
4. 004 (Basement)
5. 100 (Storage)
6. 101 (Organ Equipment/Storage)

7. Room 112 (Lounge)
8. 113 (Restroom inside of Room 112 Lounge)
9. 114 (Boxing Equipment)
10. Room 115 (Boxing Ring with closet 115A)
11. 117 (Hallway)
12. 118 (Restroom)
13. Room 119 (Boxing Equipment Storage)
14. Room 124 (RAP Room)
15. 127 (Hallway)
16. Room 129 (MACH Room)
17. Room 134 (RAP Main Office)
18. Room 135 (Roller Hockey Storage)
19. Room 136 (Trainer Room)
20. Room 137 (Training Area with Storage 137B and 137C)
21. 138 (Men's Restroom)
22. 141 (Women's Restroom)
23. Hockey Rink in Parking Lot*

*Consistent with the provision for outdoor spaces under the "Joint Use Spaces" section below, this area may be utilized by DCA if it is scheduled and approved in advance by RAP. RAP events and programming shall be a prioritized use for this space.

Joint Use Spaces

The following spaces are designated as common with shared access for youth programming use between departments. These rooms and spaces shall not be used for storage of items in plain sight. Joint Use Spaces shall be held to ADA and other safety compliance regulations. When indicated with an *asterisk, the space shall be scheduled in advance by respective DCA and RAP Facility Directors during regular quarterly meetings.

1. 102 (Stage)
2. Room 108* ("Conference/Meeting Room"/original church nave, also referred to as "Auditorium" or "Community Room") with the following agreement: The use of sports and recreation objects, such as balls, frisbees, etc. are strictly prohibited in this room to avoid damage to the walls, light fixtures and/or historic stained-glass windows. All equipment, props, aids, etc. shall be stored promptly at the culmination of each class or activity by the department staff responsible for the class or activity. The auditorium and adjacent hallway spaces shall be left open, clean, and unobstructed while not in use.
3. 110 (Entrance Hall): The facility's chairs and chair rack shall be located along the back wall of this space at all times unless otherwise agreed upon by Facility Directors for special programming.
4. 111 (Vestibule)
5. 126* ("Snack Room"): DCA and RAP will share a stove, refrigerator, microwave, and other small appliances. Food shall not be stored at any time, with the exception of food needed for programs. Food for programs will be stored in a manner to mitigate access from pests (i.e. plastic containers, etc.), due to mitigation of pests. Of the total 21 upper cabinets, 18 lower cabinets, and 15 drawers, DCA is assigned 10 upper cabinets, 8 lower double cabinets, 7 drawers, and 2 open shelves; RAP is assigned 11 upper cabinets, 8 lower double cabinets, 8 drawers, 2 open shelves, and the closet. The double cabinet beneath the sink will be shared.
6. Room 201* (Balcony): Adult use only with staff supervision for special uses on a case-

by-case basis, i.e., for media and photography use during special events. Children (0-18) shall not have access to this space.

7. Room 229*: An assessment of the use and efficiency of this room shall be conducted no later than December 1, 2025 to determine the maximum benefit to the community and if the community would be better served by art-related/DCA-managed activities or recreation/RAP managed activities. The assessment will be based upon metrics of youth served through classes and other scheduled activities.
8. Parking lot*: The parking lot shall be limited to staff use only except during special events when it shall be opened for public use as determined by the DCA and RAP Facility Directors. The parking lot includes a total of seven standard parking spaces and one handicapped space. DCA and RAP staff shall each have three designated parking spaces, which are to be marked, "STAFF ONLY." The fourth space shall be used on a first-come, first-served basis between the two departments' staff. The parking lot shall be used for personal staff vehicles and/or City of Los Angeles Motor Pool vehicles specifically assigned for exclusive use at the COMPLEX. Using the lot to store or park any other vehicle is prohibited.
9. Outdoor spaces on property*: All outdoor spaces including courtyards, terraces, and other areas which are suitable for events and/or programming, may be utilized when scheduled in advance. DCA shall not be required to pull a Right of Entry permit from RAP for use of outdoor spaces as DCA is an occupant and joint-user of the facility. However, DCA shall ensure all non-City employees/volunteers are registered and are provided a General Release of Liability (Indemnity) form.

Utility Rooms or Common Areas - The following are utility rooms or common areas that shall not be used for storage or programming:

1. 106 (Hall)
2. 107 (Hall)
3. 116 (Forced Air Unit)
4. 120 (Duct Chase)
5. 122 (Janitorial)
6. 123 (Electrical/Communication)
7. 125 (Stair)
8. 126A (Water Heater Room)
9. 128 (Elevator)
10. 130 (Electrical Meter Room))
11. Area 131 (Elevator Lobby)
12. 132 (Air Conditioning Equipment)
13. 133 (Electrical/Communication)
14. 140 (Entry)
15. 209 (Air Conditioning Equipment)
16. 213 (Air Conditioning Equipment)
17. 215 (Air Conditioning Equipment)
18. 221 (Water Heater)
19. 223 (Electrical/Communication)
20. 224 (Janitorial)
21. 226 (Air Conditioning Equipment)
22. 230 Stairs
23. 235 (Elevator Lobby)
24. 235A (Air Conditioning Equipment)
25. 237 (Elevator)

SECTION 4: PROGRAMMING OF COMPLEX FACILITIES

DCA and RAP will continue with their individual programming of the LHYAC (DCA) and the LHYC (RAP) in order to fulfill their respective departmental missions as stated in Section 2. As per the terms and conditions of the Proposition K funding, programming will be under the purview and expertise of each department: DCA for arts, culture, museum and arts education; and RAP for recreation programs.

Additionally, DCA and RAP Facility Directors will discuss and plan coordinated efforts for expanded and integrated joint programming. Joint use programming and scheduling will be evaluated on a quarterly basis.

A general schedule of use of the COMPLEX shall be allocated and set forth on an annual basis in a strategic plan meeting between the departmental Facility Directors in the month of August. During the annual meeting, the Facility Directors shall review the terms of this MOA to ensure that all terms are being met and will make suggested revisions to management as needed.

DCA and RAP Facility Directors shall use an agreed upon shared calendar system to document the shared and mutually agreed plans and schedules for use of the COMPLEX and integrated programming. Departmental and shared use schedules shall be printed and displayed for staff and public access. Any proposed change affecting the use of COMPLEX space and/or rooms, or schedule must be reviewed and approved by both DCA and RAP Facility Directors within 72 hours to ensure the consistent accuracy of the COMPLEX's schedule of events/activities.

SECTION 5: TERM

The TERM authorized under this MOA shall be 10 years from the date of its execution plus an option at DCA and RAP General Managers' discretion to extend an additional 10 years, subject to annual review to identify any issues that may require revisions to the MOA.

DCA and RAP agree to meet annually in July to discuss compliance with the terms and conditions of this MOA governing operations, space allocations, program offerings, capacities, expansion and participation numbers.

SECTION 6: OBLIGATIONS OF PARTIES

A. Throughout the term, DCA shall:

1. Provide the funding necessary to cover the cost of all programs and activities offered at the LHYAC on behalf of DCA.
2. Provide staff and supplies for the programs and activities provided by DCA at LHYAC, including for the DCA-led "Arts and Recreation" expanded programming, as well as additional staff for expanded programming administered in partnership with RAP as needed.
3. Secure funding from annual Proposition K Maintenance funds to provide additional and/or partial funding for specified maintenance costs as requested for reimbursement by RAP as per Referendum Ordinance K, which states, "15% of the total assessment over 30 years shall be designated to maintenance of completed

acquisitions and improvements.”

4. Serve as the arts and culture expert at the COMPLEX which may include the following activities:

- Music
- Dance
- Visual Arts
- Art Gallery and Museum Exhibition
- Theater
- Literary Arts
- Art of Yoga / Mental Health and Wellness
- Gardening and Cooking
- Textile Arts and Creativity

B. Throughout the term, RAP shall:

1. Pay for all utilities of the COMPLEX, including electricity, water and sewer. DCA will have no obligation to contribute toward the cost of utilities.
2. Ensure all facility improvements and/or repairs will be performed by RAP staff or City-approved contractor unless: (i) express written and mutual departmental agreement is made otherwise; or (ii) in the case of emergencies where RAP is not able to respond in a timely manner, in which case DCA with approval from RAP will provide the services necessary and submit invoices for reimbursement from Proposition K funds. Such facility improvements and repairs include, but are not limited to, the following:
 - Pest and Rodent Control
 - Internet for both DCA and RAP staff and general public
 - Telephone service access and improvements
 - Exterior lighting
 - Interior lighting
 - Roof and gutter maintenance
 - Graffiti removal and abatement/addressing other forms of vandalism
 - Bulky item pick-ups
 - Gate repairs
 - Installation and repair of door stops
 - Repair of historic door at Altura St. entrance
 - HVAC repairs
 - Fire Department and/or third-party contractor extinguisher reading and maintenance
 - Interior and exterior painting, including safety “strips” on exterior of building
 - Flooring
 - Stage and adjacent stair repairs
 - Address on front of building facing Altura St.
3. Provide general maintenance of the COMPLEX and any improvements thereto and keep the COMPLEX and any improvements in good working condition and repair, at its sole cost and expense, provided however that any damage, vandalism or other incident requiring repair which are due or related to the activities of DCA shall be paid for by DCA.
4. Maintain aesthetic value, safety, and general functionality of the COMPLEX.

5. Provide instructions to maintenance staff on securing the building with the security alarm system upon exiting the building if no DCA or RAP staff is present at the time of their exit from the premises for the safety and security of the COMPLEX.
 6. Provide staff and supplies for the programs and activities provided by RAP/Lincoln Heights Youth Center, including for the RAP/LHYC-led "Arts and Recreation" expanded programming, as well as additional staff for expanded programming administered in partnership with DCA as needed.
 7. Provide programs, at its sole cost and expense, that comply with Proposition K funding requirements for the provision of services for youth at the LHYC that support the Proposition K funded renovation improvements to the facility, including the roller hockey rink and boxing rink.
 8. Provide DCA staff with instructions and access to the use of RAP Service Request System.
 9. Provide DCA staff with emergency plans (e.g., fire, earthquake, active shooter) and meet annually with full COMPLEX staff for review and training.
- C. Throughout the term and in accordance with the objectives listed above and the stated purpose of this MOA, DCA and RAP each agree to:
1. **Staff Training.** Ensure that new employees assigned or supervising the COMPLEX are provided necessary training on the provisions of this MOA including but not limited to operations of the COMPLEX.
 2. **Disagreement Resolution.** In the event that the respective Facility Directors disagree on a matter, the issue will be elevated to the next level of supervisions and above up to the General Managers until the matter is resolved.
 3. **Volunteers.** Ensure that all volunteers of DCA and RAP working on site at the COMPLEX shall have first been registered as a RAP or City of Los Angeles volunteer and passed a fingerprint and background check in compliance with RAP and City requirements.
 4. **Signage and Marketing.** The use of the exterior gates and fencing to hang limited banners and other signage shall be according to the following arrangement: DCA may use the wrought iron fence facing Altura Ave., and RAP may use the fence facing Griffin Ave. Both parties agree that all banners placed in the front (facing Griffin Ave.) and side wrought iron fence (facing Altura Ave.) shall be current and timely, and detailed with information related to events and/or programming; such banners shall not be handwritten, but instead must be professionally created via printing services available to each respective department. Both parties agree that signage shall be removed by the respective department only unless expressly agreed upon otherwise by departmental Facility Directors.

Improvement or modifications. RAP and DCA shall collaborate on any modifications to any part of the COMPLEX. In the event either department desires to make any improvements or modifications to the COMPLEX, the applicable department shall submit plans and information as may be requested prior to implementing such improvements or modifications. Approval of such improvements or modifications (which may require RAP Board approval) shall be made at RAP's

sole discretion.

SECTION 7: TERMINATION

Subject to the provisions of this Section 7, this MOA shall be terminated prior to the Expiration Date upon a material breach by either party. Upon the occurrence of any such breach, the non-breaching party shall provide notification of the breach in writing to the breaching party, explaining the nature of the breach and providing documentation or information substantiating the claim. The breaching party shall have sixty days from the date of such notice to correct the breach. If the breaching party fails to correct such breach within sixty days or fails to take the steps necessary to cure the breach if such breach is not curable within sixty days, the non-breaching party shall have the right to terminate this MOA by providing written notification of such termination to the breaching party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Departments of Cultural Affairs and Recreation and Parks have caused this MOA to be executed by their duly authorized representatives:

AUTHORIZED REPRESENTATIVES:

DCA:

RAP:

By: _____
Daniel Tarica, General Manager
201 N. Figueroa Street Suite 1400
Los Angeles, CA 90012

By: _____
Jimmy Kim, General Manager
201 N. Figueroa Street Suite 350
Los Angeles, CA 90012