

**APPROVED**  
07-13-2016

BOARD OF RECREATION  
AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 16-153

DATE July 13, 2016

C.D. 3

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **50 PARKS INITIATIVE – LOS ANGELES RIVER AND ALISO CREEK CONFLUENCE PARK PROJECT – FINAL ACCEPTANCE**

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>CSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved ✓                      Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept the work performed by the Trust for Public Land (TPL), under Contract No. C-117818, for the Los Angeles River and Aliso Creek Confluence Park Project as outlined in the Summary of this Report;
2. Adopt the Resolution, herein included as Attachment 1, authorizing the acceptance of the donation of the subject property and funds; and,
3. Authorize the Board Secretary to furnish TPL with a Letter of Acceptance.

SUMMARY

The Los Angeles River and Aliso Creek Confluence Park Project (Project) is a multi-phased project for the development of a 1.8 acre park located adjacent to the Aliso Creek and Los Angeles River confluence in the community of Reseda. The Project is located on lands owned by the Los Angeles County Flood Control and the Department of Water and Power, which is currently leased to the Department of Recreation Parks (RAP) for public recreational purposes.

On May 17, 2010, the Board of Recreation and Park Commissioners (Board) approved a Donation Agreement (Contract No. C-117818 herein included as Attachment 2) between RAP and the Trust for Public Land (TPL), a non-profit organization, for the acquisition, development, and construction of new parks in Los Angeles (Report No. 10-121). On November 20, 2013, the Board approved the conceptual plan for the Project and the Third Amendment to the Donation Agreement (Report No. 13-291). The Third Amendment to the Donation Agreement (Attachment 3) included the revised Exhibit A of Contract No. C-117818 which effectively added the Project to the list of prospective park projects to be implemented by TPL. On January 21, 2015, the Board approved the final plans and specifications for the Project (Report No. 15-024).

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The approved scope of work for the Project included an approximately one half-mile of decomposed granite walking path, benches, shaded picnic areas, a low-maintenance and water-efficient demonstration garden, decorative gates, and educational and interpretive signs.

TPL started construction on the Project, on November 17, 2015. Construction is now one hundred percent (100%) complete. The total cost of the Project, inclusive of costs related to the design of the Project, was approximately One Million, Seven Hundred Five Thousand, Five Hundred Dollars (\$1,705,500.00). The design of the Project was funded by a Two Hundred Fifty-Five Thousand Dollar (\$255,000.00) grant to TPL from the Community Development Block Grant Program. The construction of the Project was funded by a One Million, Five Hundred Thousand Dollar (\$1,500,000.00) grant to TPL from the State of California Proposition 84 Urban Greening Grant Program.

Upon approval of this Report, RAP will furnish TPL with a Letter of Acceptance and TPL will furnish RAP with the all permits, drawings, operation and maintenance manuals, warranties and guarantees, and final as-built plan(s) for the Project.

An estimated Six Thousand, Six Hundred Seventy (6,670) City residents live within a one-half mile walking distance of the Project. Of those Six Thousand, Six Hundred Seventy (6,670) City residents, an estimated Two Hundred Ninety-Four (294) City residents did not previously have access to any improved green spaces or neighborhood parks within a one-half mile walking distance of their residence.

### TREES AND SHADE

As a part of the Project, three 12-foot wide by 14-foot tall free-standing shade towers were installed. The shade towers are constructed of laser cut "Corten steel" trellis and galvanized steel posts and beams.

In addition, a total of forty-two (42) new trees were planted as a part of the Project. The specifics regarding the additional trees and shade are as follows:

- Nine (9) Coast Live Oak (*Quercus agrifolia*)
- Four (4) California Bay Laurel (*Umbellularia Californica*)
- Two (2) Mexican Elderberry (*Sambucus Mexicana*)
- Fifteen (15) Western Sycamore (*Platanus racemose*)
- Five (5) White Alder (*Alnus rhombifolia*)
- Two (2) Black Walnut (*Juglans californica*)
- Five (5) Toyon (*Heteromeles arbutifolia*)

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### FISCAL IMPACT STATEMENT

The estimated annual maintenance costs for the park, including the costs for part-time staff, materials and supplies, will be approximately Thirty-Six Thousand, Five Hundred Ninety-Six Dollars (\$36,596.00).

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Contract No. C-117818 (Donation Agreement)
- 3) Third Amendment to Donation Agreement
- 4) EPADSS Park Analysis Report
- 5) Photos of Completed Project

RESOLUTION NO. \_\_\_\_\_

WHEREAS, on May 17, 2010, the Board of Recreation and Park Commissioners approved a Donation Agreement, executed as Contract No. C-117818, between the Department of Recreation and Parks and the Trust for Public Land, a non-profit organization, for the acquisition, development, and construction of new parks in Los Angeles (Report No. 10-121); and,

WHEREAS, on November 20, 2013, the Board of Recreation and Park Commissioners approved a Third Amendment to the Donation Agreement between the Department of Recreation and Parks and the Trust for Public Land for the acquisition, development, and construction of new parks in Los Angeles (Report No. 13-291); and,

WHEREAS, one of the prospective park projects identified in Third Amendment to the Donation Agreement was the Los Angeles River and Aliso Creek Confluence Park Project, which proposed the development of a new 1.8 acre park adjacent to the Aliso Creek and Los Angeles River confluence in the community of Reseda area of the City; and,

WHEREAS, the Trust for Public Land successfully secured funding from the Community Development Block Grant Program and from the State of California Proposition 84 Urban Greening Grant Program for development of the Los Angeles River and Aliso Creek Confluence Park Project; and,

WHEREAS, the Trust for Public Land has completed construction of the Los Angeles River and Aliso Creek Confluence Park Project and has furnished the Department of Recreation and Parks with the required permits, drawings, operation and maintenance manuals, warranties and guarantees; and,

WHEREAS, the Department of Recreation and Parks has completed a final inspection of the landscape and recreational improvements installed as a part of the Los Angeles River and Aliso Creek Confluence Park Project and has approved the acceptance of the improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners of the City of Los Angeles, that it accepts the landscape and recreational improvements installed adjacent to the Aliso Creek and Los Angeles River confluence in the community of Reseda pursuant to the Donation Agreement between the Department of Recreation and Parks and the Trust for Public Land as a gift in place from Trust for Public Land; and,

BE IT FURTHER RESOLVED that the Department of Recreation and Parks is authorized to install any necessary or required park signage detailing the proper use of recreational improvements, the contributions of the Trust for Public Land, and the funding provided by Proposition 84 Urban Greening Grant Program; and,

BE IT FURTHER RESOLVED that the Board Secretary is authorized to furnish the Trust for Public Land with a Letter of Acceptance.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on \_\_\_\_\_, 20\_\_\_\_ (Report. No. \_\_\_\_\_).

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_

DONATION AGREEMENT  
FOR ACQUISITION, DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement for Acquisition, Development and Construction of New Parks in City of Los Angeles ("Agreement") is entered as of September 1, 2010 by and between The Trust for Public Land ("TPL"), a California non-profit public benefit corporation, and the City of Los Angeles acting by and through its Board of Recreation and Park Commissioners (RAP, and together with TPL, the "Parties" and each a "Party"), a California municipal corporation.

RECITALS

1. Whereas, TPL, through its Parks for People initiative seeks to build great parks which strengthen communities and which increase park access and related health benefits, particularly in areas which are under-served by existing parks and recreation facilities.
2. Whereas, RAP wants to see new parks (each a "Prospective Park") built by TPL, particularly in areas which are under-served by existing parks and recreation facilities, and RAP commits to maintaining such Prospective Parks and Improvements (defined below) once built, for the benefit of the community.
3. Whereas, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds in support of the development and construction of recreational facilities and other improvements ("Improvements") to be built upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by the mutual written agreement of the Parties. The terms of this Agreement shall apply to each Prospective Property.

Where sufficient grants are successfully awarded, TPL shall coordinate the acquisition, development and construction of a Prospective Park on each Prospective Property. As indicated on Exhibit A, it is anticipated that certain of the Prospective Properties will be acquired by RAP or TPL who will acquire from the current landowner utilizing Quimby funds (each a "Quimby Funded Property") under the terms of this Agreement. For "Quimby Funded Properties," any Quimby funds being used for the acquisition of a Prospective Property will be deposited directly to

escrow. In the case of other Prospective Properties, Quimby funds would not be used for the prospective acquisition (each a "Non-Quimby Funded Property").

4. Whereas, TPL has been asked to partner with RAP to perform two distinct phases of work on the Property. Phase One, or the "Acquisition Phase," shall consist of RAP and/or TPL (i) performing due diligence on the Prospective Property, which may include title review, environmental assessment, and an appraisal (all due diligence will be shared between the two Parties); (ii) TPL negotiating and entering into an Option Agreement with the landowner ("Seller") for the acquisition of the Prospective Property; (iii) TPL identifying and applying for grant funding necessary, for acquisition, development and construction of the Prospective Property based upon the Prospective Property's appraised valuation and estimated cost of Improvements; and (iv) TPL exercising the Option and conveying the Prospective Property to RAP whether using Quimby or other grant funding sources to fund the Prospective Park's acquisition.

Phase Two, or the "Park Development Phase," shall consist of TPL (i) developing a conceptual plan for the Improvements, using the results of outreach to be performed by TPL in partnership with local community organizations and RAP; (ii) contracting for and overseeing the construction of the Improvements; and (iii) identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property. Should the Acquisition Phase not be successful then the Park Development Phase shall not be undertaken by TPL or RAP.

5. Whereas, upon execution of this Agreement, TPL shall seek to enter into an Option Agreement with Seller (the "Option") for each Prospective Property, which will give TPL the right to purchase the Prospective Property from Seller on the terms and conditions stated in the Option. TPL and RAP both recognize that the Prospective Property is not currently under option to TPL and that TPL cannot acquire the Prospective Property unless the Seller is willing to sell the Prospective Property for a purchase price that is no more than the Prospective Property's market value as determined by a funder-approved Appraisal (defined below).
6. Whereas, if TPL and Seller execute the Option and TPL is in position to exercise the Option, then RAP will take title to the Property. In no event will TPL be the owner or long - term steward of the Prospective Park. RAP shall take title immediately upon TPL's exercise of the Option and close of escrow on any Prospective Park, but shall allow TPL a right of entry to that Prospective Property to construct the Improvements.
7. Whereas, TPL expects that the Statewide Park Development and Community Revitalization Program of 2008 ("Proposition 84 Statewide Park Program") may be the best source of grant funds for the development and construction of the Improvements (and also for acquisition of Non-Quimby Funded Properties as indicated on Exhibit A), and RAP is aware of and willing to commit to the land tenure requirements of the program (as described in Exhibit B).

8. Whereas, this Agreement is intended to summarize the primary roles and responsibilities of TPL and the RAP towards the shared goal of getting Prospective Parks built. This Agreement also intends to highlight some of the contingencies that need to be satisfied in order to fulfill that objective. And TPL and RAP wish to enter into this Agreement to establish the terms whereby TPL and the RAP shall work together on both the Acquisition Phase and, if the Acquisition Phase is successful, the Park Development Phase.

Now therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that TPL's ability to acquire Prospective Properties, and to install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being awarded for the acquisition of Prospective Properties and installation of the Improvements. Accordingly, TPL will initially use its good faith efforts to apply for grants, and RAP shall use its good faith efforts to cooperate with TPL in the grant application process. TPL's present intention is to apply for those grants identified on Exhibit A opposite the respective Prospective Properties; if those grants are not awarded TPL will determine if other prospective funding sources may be available.
  - (a) Grant Applications. TPL shall lead the grant application process. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment upon grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners) shall accept an assignment of any Grant Agreement related to the acquisition and development of the Prospective Properties and accept the Improvements. The grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by TPL and the Contractor (defined below).
  - (b) Incorporation by Reference. The terms of TPL's acquisition of any Prospective Property and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. The terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.
  - (c) Land Tenure Requirement. RAP will be the long-term steward of the park site once the Improvements are built on the Prospective Property. RAP understands that grant funding will be sought from the Proposition 84 Statewide Park Program. Consistent with the remainder of this Section 1,



RAP explicitly recognizes that TPL will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or thirty year land tenure requirement of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 84 Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by TPL or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 84 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of TPL and RAP are attached hereto as Exhibits D and E, and each will be adopted by the respective board in substantially that form before the Proposition 84 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B. More information is set forth online at: [http://www.parks.ca.gov/?Page\\_id=26025](http://www.parks.ca.gov/?Page_id=26025) and [http://www.parks.ca.gov/pages/1008/files/spp\\_application\\_guide\\_2009.pdf](http://www.parks.ca.gov/pages/1008/files/spp_application_guide_2009.pdf).

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the parties hereto ("Effective Date"). Except those provisions which are explicitly stated survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 18 below, or upon such earlier date as RAP or TPL terminates this Agreement in accordance with Section 22 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by TPL and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with TPL in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where either (i) the Seller is not willing to sell, or (ii) for which TPL, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.
3. Environmental Assessment. Assuming an Option is executed, TPL or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each

Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.

4. Appraisal. Assuming an Option is executed, TPL or RAP will select, hire, and instruct a private state-licensed appraiser, who is acceptable to RAP and to any public agency or third party providing funding to Buyer or the Public Agency ("Funding Parties"), to prepare a full narrative report appraisal ("Appraisal") of the Property's fair market value. Each Party will provide the other Party with a copy of any Appraisal such Party contracts for and each Party will be contractually entitled to rely upon any Appraisal that the other Party obtains.
5. Purchase of the Property and Transfer to RAP. In accordance with the terms of the Option Agreement and the Grant Agreements, TPL shall purchase the Property from Seller at its appraised market valuation using Grant Agreement funds and then immediately convey the Property to RAP.
6. Grant-writing. TPL will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Acquisition Phase and Park Development Phase for each Prospective Property.
7. Outreach. TPL, working closely with RAP and local community based organizations, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding the Property ("Outreach"). TPL shall use the results of the Outreach to develop a conceptual plan for the Improvements.
8. Development of Plans and Specifications. TPL, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through TPL-sponsored public workshops and other community outreach efforts. Following RAP's review and TPL's receipt of written approval of the conceptual plan, TPL shall prepare detailed final plans and specifications ("Plans and Specifications"), for RAP's review and approval. TPL will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. TPL shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners.
9. Right of Entry. During the Term, as soon as RAP owns the Prospective Property, RAP shall allow TPL, its employees and agents, full and unrestricted access to the Prospective Property at no cost to TPL to install the Improvements. During the Term, RAP gives TPL full authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications and the terms of any Grant Agreements.

10. Selection of a Contractor; Installation of the Improvements. TPL will select a contractor ("Contractor") to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL shall require its contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements.
11. Payments. TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, TPL shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by TPL and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of TPL. In the event that TPL shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to TPL, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by TPL to RAP on demand
12. Construction Management. If no professional construction management firm is hired, TPL and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
13. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 17.
14. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of

the Improvements, TPL shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

15. Indemnification.

- (a) During the Term of this Agreement, with respect to each Prospective Park which RAP owns, until the issuance by RAP of the Acceptance Letter pursuant to Section 17 of this Agreement, TPL shall indemnify and save harmless RAP, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of RAP or whether liability without fault is imposed or sought to be imposed on RAP, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of RAP, its officers, agents or employees. The indemnity obligations described in this Section 15(a) shall survive expiration of this Agreement. In addition to TPL's obligation to indemnify RAP, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend RAP from any claim that actually or potentially falls within this indemnification provision.
- (b) Following issuance by RAP of the Acceptance Letter pursuant to Section 17 of this Agreement, RAP shall indemnify and save harmless TPL and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of TPL or whether liability without fault is imposed or sought to be imposed on TPL, except to the extent that such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of TPL, its officers, agents or employees. The indemnity obligations described in this Section 15(b) shall survive expiration of this Agreement. In addition to RAP's obligation to indemnify TPL, RAP specifically acknowledges and agrees that it has an immediate and independent obligation to defend TPL from any claim that actually or potentially falls within this indemnification provision.

16. Insurance. During the Term, TPL shall maintain the insurance coverage required under any of the Grant Agreements. In addition the general liability and automobile liability policies of such coverage shall contain, or be endorsed to contain, the following provisions:

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TPL during the Term; and with respect

to liability arising out of work or operations performed by or on behalf of the TPL during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- (b) For any claims related to this agreement, TPL's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
  - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - (d) TPL shall in all instances require its contractors to name RAP as additionally insured.
17. Final Acceptance. Upon notice from TPL that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to RAP until TPL has: (1) obtained all necessary regulatory approvals, (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 13, (3) submitted to RAP the waivers and releases and assignments required under Sections 18 and 19 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new Punchlist for completion by TPL and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon this approval, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL. Upon receipt of the Acceptance Letter, TPL shall immediately remove all of its property from the Prospective Property and shall repair, at TPL's cost, any damage to the Prospective Property caused by such removal or caused by TPL's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide TPL with a Resolution from RAP the Board of Recreation and Parks Commissioners accepting the Improvements as a "gift-in-place" from TPL. Prior to delivery by RAP of (1) the Acceptance Letter to TPL, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 19 below, RAP shall not allow public use of the Prospective Property or Improvements.
18. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property, extend beyond installation of the Improvements by TPL and acceptance thereof by RAP. Accordingly, RAP's delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of TPL's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land

tenure requirements discussed in Section 1(c) above, if a Proposition 84 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property. TPL and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to TPL.

19. Delivery of Improvements. Following Final Acceptance by RAP, TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. TPL shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. TPL shall also assign to RAP the right to any available remedies for latent defects. TPL shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
20. Signage. RAP agrees that TPL shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of TPL, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval of RAP and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by TPL during installation of the Improvements or by RAP following Final Acceptance, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.
21. Publicity. RAP and TPL agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, the acquisition of any Prospective Park, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify TPL in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
22. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that TPL shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement, or, if such default is not

capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

TPL shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite TPL's good faith efforts, (i) TPL is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property; or (ii) the Seller is unwilling to sell the Prospective Party.

If TPL successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements, including the land tenure requirement if a Proposition 84 Statewide Park Program Grant Agreement is in place.

23. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement to the satisfaction of the grantor.
24. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of any such Grant Agreement. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
25. CEQA Compliance. RAP shall work with TPL to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). TPL shall be responsible for all costs associated with the completion of said process.

26. Miscellaneous.

- (a) This Agreement may be amended or modified only in a writing signed by TPL and RAP. This Agreement may be signed in counterparts.
- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.



IN WITNESS WHEREOF, the parties have caused this Donation Agreement for Acquisition, Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

APPROVED AS TO FORM:

DATE: 9-1-10

Carmen A. Trutanich,  
City Attorney

By: [Signature]  
Senior Assistant City Attorney

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

By: [Signature]  
President

By: [Signature]  
Secretary

DATE: 9-1-10

ATTEST:

DATE: [Signature] 9-2-10  
June Lagmay,  
City Clerk

By: [Signature]  
Deputy

THE TRUST FOR PUBLIC LAND

By: [Signature]  
For: Roger Hoesterey,  
Director Western Division

DATE: \_\_\_\_\_

C-117878



Exhibit A

Description of Prospective Properties and Funding Sources to be Pursued

(List may be amended by mutual written consent of the parties)

Quimby Funded Property

- Carlton Way (Hollywood) - acquisition with Quimby funds / Proposition 84 Statewide Park Program funded development and construction
- Patton Street (Boys and Girls Club) - acquisition with Quimby funds / Proposition 84 Statewide Park Program funded development and construction

Non-Quimby Funded Property

- El Sereno - Proposition 84 Statewide Park Program funded development and construction
- Monitor (Watts) - Proposition 84 Statewide Park Program funded acquisition, development and construction

## Exhibit B Land Tenure Requirements

### Land Tenure Requirement

For PROJECT property that is owned by or leased to the APPLICANT, either #1, #2, #3, or #4 below must be provided to meet the land tenure requirement.

The purpose of the land tenure requirement in #1 below is to verify that the APPLICANT owns the PROJECT SITE. If the APPLICANT does not have ownership, adequate tenure is verified by meeting the requirements in #2, #3, or #4 below.

The land tenure requirements below are not required for ACQUISITION.

1. If the PROJECT site is owned in fee simple by the APPLICANT:
  - Provide a copy of the deed, or the deed recordation number, or a title search, or a current county assessor's parcel map showing that the APPLICANT is the land owner.
2. If the PROJECT site is not owned in fee simple by the APPLICANT, and the APPLICANT and land owner have a land tenure agreement that meets all of the requirements shown on the Land Tenure Form (page 23):
  - A. Provide the Land Tenure Form (page 23). The Form lists the land tenure agreement requirements between the APPLICANT and the land owner.
  - B. Provide a copy of the land tenure agreement between the APPLICANT and the land owner, such as the lease, joint powers agreement, easement, memorandum of understanding, or other document, and highlight the sections that meet the requirements listed in the Land Tenure Form.
3. If the PROJECT site is not owned in fee simple by the APPLICANT and the APPLICANT cannot meet the 20 or 30 year term requirement as described in the "Term of Agreement" item in the Land Tenure Form (page 23).

If an APPLICANT cannot meet the 20 or 30 year term requirement at the time of APPLICATION, provide:

- A and B as explained in #2 above, and the following:
- a letter from the landowner which:
  - States the landowner's policy prohibiting long term land tenure agreements.
  - Describes the long standing use of the property by the APPLICANT.
  - States a commitment to continue to renew the land tenure agreement with the APPLICANT in incremental periods to satisfy the 20 or 30 year land tenure term requirement, absent any unforeseen circumstances.
- A letter from the APPLICANT signed by its AUTHORIZED REPRESENTATIVE which:

- Agrees to renew the land tenure agreement with the landowner in incremental periods to satisfy the 20 or 30 year land tenure term requirement.

DPR expects the GRANTEE to fully comply with the Use of Facilities terms of the CONTRACT (see the CONTRACT provisions in the GRANT ADMINISTRATION GUIDE). If the landlord does not renew a lease, and the GRANTEE cannot comply with the time period stated in the CONTRACT, DPR may hold the GRANTEE in breach of CONTRACT.

**4. If the PROJECT site is not owned in fee simple by the APPLICANT and the land tenure agreement is not signed at the time of APPLICATION:**

When an APPLICANT does not have a signed land tenure agreement at the time of APPLICATION, provide:

- A and B as explained in #2 above, and letters from the APPLICANT and the landowner in which each commits to sign the proposed land tenure agreement should the GRANT be awarded.

If OGALS sends a letter at the end of the competitive process stating that the GRANT will be awarded, the APPLICANT must send a signed land tenure agreement to OGALS before the GRANT CONTRACT can be signed by DPR.

**Land Tenure Form**

APPLICANTS must complete this form when the PROJECT does not involve ACQUISITION and the site is not owned by the APPLICANT in fee simple. Indicate the page numbers where the following information can be found in the agreement.

- Type of agreement:** \_\_\_\_\_
- Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.
- Parties to the signed agreement** ..... Found on page(s) \_\_\_\_\_
- Highlight the sections which identify the parties to the agreement.
  - The agreement must be signed by all parties.
- Term of the agreement** ..... Found on page(s) \_\_\_\_\_
- All GRANT amounts up to \$1,000,000 require at least 20 years of land tenure.
  - All GRANT amounts greater than \$1,000,000 require at least 30 years of land tenure.
  - OGALS will start counting the 20 or 30 year land tenure requirement from the APPROPRIATION DATE.
- Renewal clause** ..... Found on page(s) \_\_\_\_\_
- The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term requirement.
- Termination (revocability)** ..... Found on page(s) \_\_\_\_\_
- Any of the following is acceptable:
- No termination clause - the agreement is non-revocable.
  - The termination clause may specify that the agreement is revocable for breach of the agreement/for cause.
  - The termination clause may specify that the agreement is revocable by mutual consent.
- The following is not acceptable: A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.
- Site Control Roles and Responsibilities** ..... Found on page(s) \_\_\_\_\_
- The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.
- Roles and responsibilities** ..... Found on page(s) \_\_\_\_\_
- The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction to other entities.
  - The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
  - The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

## Exhibit C

Environmental Compliance Certification Form  
California Environmental Quality Act (CEQA) and/or  
National Environmental Policy Act (NEPA)

Grantee/Applicant: City of Los Angeles Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

When was CEQA/NEPA analysis completed for this project? Date \_\_\_\_\_

What document(s) was filed for this project's CEQA analysis: (check all that apply)

- Initial Study    Notice of Exemption    Negative Declaration    Mitigated  
Negative Declaration  
 Environmental Impact Report    Other: \_\_\_\_\_

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

What document(s) was filed for this project's NEPA analysis: (check all that apply)

- Categorical Exclusion Determination    Environmental Assessment/Finding of  
no Significant Impact (EA/FONSI)    Environmental Impact Statement  
(EIS)/Notice of Availability  
 Other: \_\_\_\_\_

Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction.

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

---

Authorized Representative  
(Signature)

---

Authorized Representative  
(Printed Name and Title)

---

Date

---

Date

## Exhibit D

RESOLUTION OF THE PROJECT REVIEW COMMITTEE  
OF THE TRUST FOR PUBLIC LAND

## Approving The Application For STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the Project Review Committee of The Trust for Public Land under authority delegated to it by the Board of Directors and the President of The Trust for Public Land;

1. Certifies that the City of Los Angeles, as title owner, will provide operational site control to applicant, The Trust for Public Land, for the completion of the Park Project, pursuant to the grant scope;
2. Certifies that The Trust for Public Land has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
3. Certifies that The Trust for Public Land intends to transfer the grant contract obligations to the City of Los Angeles upon the State of California's approval of the transfer of these grant obligations and The Trust for Public Land's successful completion of the development project, should the grant be awarded;
4. Certifies that The Trust for Public Land will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the City of Los Angeles;
5. Certifies that The Trust for Public Land has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
6. Delegates the authority to its California State Director to conduct all negotiations,



sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and,

7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2010. I, the undersigned and a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation, hereby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of The Trust for Public Land by the Project Review Committee, under delegation to it by the Board of Directors and the President of The Trust for Public Land, at a special meeting of said Project Review Committee, and that said resolution has not been modified or rescinded.<sup>355</sup>

---

Bonita J. Morgan, Assistant Secretary

CERTIFIED COPY OF A RESOLUTION  
ADOPTED BY  
THE PROJECT REVIEW COMMITTEE  
OF THE TRUST FOR PUBLIC LAND

RECREATION AND PARK AGREEMENT  
Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the Project Review Committee of The Trust for Public Land under authority delegated to it by the Board of Directors and the President of The Trust for Public Land:

1. Certifies that the City of Los Angeles, as title owner, will provide operational site control to applicant, The Trust for Public Land, for the completion of the **Carlton Way Park Project**, pursuant to the grant scope;
2. Certifies that The Trust for Public Land has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
3. Certifies that The Trust for Public Land intends to transfer the grant contract obligations to the City of Los Angeles upon the State of California's approval of the transfer of these grant obligations and The Trust for Public Land's successful completion of the development project, should the grant be awarded;
4. Certifies that The Trust for Public Land will comply with all land tenure rules until the State approves the transfer of title and/or grant contract obligations to the City of Los Angeles;
5. Certifies that The Trust for Public Land has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
6. Delegates the authority to its California State Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

I, Bonita J. Morgan, hereby certify that I am a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation. I further certify that the resolution set forth above was adopted in accordance with the Bylaws of The Trust for Public Land by the Project Review Committee, under authority delegated to it by the Board of Directors and the President of The Trust for Public Land, at a regular meeting of said Project Review Committee on February 24, 2010, and that said resolution has not been modified or rescinded.

Executed at San Francisco, California, this 24<sup>th</sup> day of February 2010.

  
 \_\_\_\_\_  
 Bonita J. Morgan  
 Assistant Secretary

## Exhibit E

ATTACHMENT NO. 4

## RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES  
 COMMITMENT TO ACCEPT DESIGNATED COMPLETED PROJECTS FOR THE  
 PROPOSITION 84 STATEWIDE PARK PROGRAM GRANT PROGRAM SUBMITTED BY THE  
 TRUST FOR PUBLIC LAND

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant, Trust For Public Land (TPL), will enter into a contract with the State of California to complete their grant funded project scopes;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

Supports the filing of a grant application by the TPL for those projects listed in Attachment No. 1, and, subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the TPL will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project, in accordance with the Grant Administration Guide, subject to the terms and conditions outlined in the draft Donation Agreement included in their grant application package, upon its execution; and
2. Delegates the authority to the General Manager, Department of Recreation and Parks, to sign and submit the amended grant contract naming the Department of Recreation and Parks as the new Grantee; and
3. Certifies that that the City has, or will have, sufficient funds to operate and maintain the projects listed in Attachment No 1; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 12<sup>th</sup> day of February, 20 10

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of FEB 12 2010.

June Lagmay, City Clerk

By: Sharon Bruce



## THIRD AMENDMENT TO DONATION AGREEMENT

THIS THIRD AMENDMENT TO DONATION AGREEMENT ("Third Amendment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("Board") and the TRUST FOR PUBLIC LAND ("TPL"), a California non-profit public benefit corporation, (herein collectively referred to as the "Parties" and each a "Party").

## RECITALS

- A. Whereas, the Parties have entered into that certain Donation Agreement dated September 1, 2010 ("Donation Agreement") pursuant to which the Parties summarized the primary roles and responsibilities of TPL and RAP towards their shared goal of getting Prospective Parks built, as more particularly described in the Donation Agreement. (All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Donation Agreement, as amended.)
- B. Whereas, the Parties have entered into that certain Amendment dated as of October 24, 2012 ("Amendment") pursuant to which the Parties revised Exhibit A of the Donation Agreement in order to add two (2) additional park acquisition and/or development projects to the list of prospective properties.
- C. Whereas, the Parties have entered into that certain Second Amendment dated as of October 24, 2012 ("Second Amendment") pursuant to which the Parties revised Exhibit A of the Donation Agreement in order to add one (1) additional park acquisition and/or development project to the list of prospective properties.
- D. Whereas, Parties now desire to amend the Donation Agreement a third time to revise Exhibit A in order to add the Aliso and Los Angeles Confluence Park Project in the list of Prospective Park Project to be implemented by TPL under the Donation Agreement.
- E. Whereas, this Third Amendment shall modify the Donation Agreement but only with respect to the addition of the Aliso and Los Angeles Confluence Park Project to the Donation Agreement as an additional Prospective Property as defined in the Donation Agreement even though the funding for that park is neither uncertain, nor coming from the sources contemplated in the Donation Agreement (i.e., Quimby and Proposition 84 Statewide Park Program a/k/a AB31 funding), and even though RAP will not ultimately own fee title to Aliso and Los Angeles Confluence Park Project. In other words, the relationship between TPL and RAP with respect to their respective responsibilities shall be as similar as possible to what is contemplated in the Donation Agreement, despite the differences which are specific to the Aliso and Los Angeles Confluence Park Project.

- F. Whereas, there shall be no Acquisition Phase, rather RAP intends to enter into a twenty-five (25) year "Lease Agreement" with the Los Angeles Department of Water and Power ("LADWP") and a twenty-five (25) year "Use Agreement" with the Los Angeles County Flood Control District ("LACFCD"). Collectively, LADWP and LACFCD own all of the underlying Aliso and Los Angeles Confluence Park property (collectively, the "Confluence Property").
- G. Whereas, RAP is aware of and willing to undertake the Land Tenure requirements for the maintenance of the Improvements which TPL installs on the Confluence Property, to the extent that they are required by the funding sources identified to date.
- H. Whereas, the Park Development Phase for the Aliso and Los Angeles Confluence Park Project shall consist of TPL (i) developing a conceptual plan for the Improvements, using the results of outreach to be performed by TPL in partnership with local community organizations, funders, and RAP; (ii) contracting for and overseeing the construction of the Improvements; and (iii) identifying and applying for any additional funding necessary for construction of Improvements to the Confluence Property.
- I. Whereas, this Third Amendment is intended to place the Aliso and Los Angeles Confluence Park project within the well-established framework of the Donation Agreement within which the primary roles and responsibilities of TPL and the RAP are well-defined towards meeting the shared goal of getting all Prospective Parks built and maintained and TPL and RAP wish to enter into this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the Donation Agreement is amended as follows:

1. Exhibit A. Exhibit A of the Donation Agreement is hereby amended and restated with the following which both adds a new project for which funding has already been secured and also updates the status of the original projects for which funding was sought in 2010, 2011, and 2012:
2. Intention to Read Agreement Broadly re Aliso and Los Angeles Confluence Park Project. The parties further agree that the Donation Agreement, as amended by this Third Amendment, shall be interpreted in a broad and fluid fashion in order to incorporate Aliso and Los Angeles Confluence Park Project into the list of Prospective Parks under the Donation Agreement despite the differences between that Prospective Park and other Prospective Parks both as set forth above and otherwise. The intention is that the broad responsibilities set forth in the Donation Agreement be applied to the Aliso

and Los Angeles Confluence Park Project meaning in short that TPL shall seek funding and install Improvements, and RAP shall subsequently maintain those Improvements.

3. Counterparts. This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Third Amendment may be executed and delivered to the other party by facsimile transmission and a facsimile signature shall have the same legal effect as an original signature.
4. Entire Agreement. The Donation Agreement, as amended by this Third Amendment, constitutes the full and complete agreement and understanding between the Parties and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Donation Agreement, as so amended, and no provision of the Donation Agreement, as so amended, may be modified, amended, waived or discharged, in whole or in part, except by a written instrument executed by the Parties.
5. Force and Effect. Except as modified by this Third Amendment, the terms and provisions of the Donation Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment and the Donation Agreement as to the specific matters which are the subject of this Third Amendment, the terms and conditions of this Third Amendment shall control. This Third Amendment shall be construed to be a part of the Donation Agreement and shall be deemed incorporated in the Donation Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first set forth above.

Executed this 23<sup>rd</sup> day  
of April, 2014

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

By [Signature]  
President

By [Signature]  
Secretary

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE TRUST FOR PUBLIC LAND

By [Signature]  
Director, Western Division

By \_\_\_\_\_  
Gilman Miller, Senior Counsel

Approved as to Form:

Date: 4/25/2014

MICHAEL N. FEUER,  
City Attorney

By [Signature]  
DEPUTY CITY ATTORNEY

Attest: Holly Wolcott, Interim City Clerk

By [Signature]  
Deputy 05/05/14  
C-117818-3



## Exhibit A

Description of Prospective Properties and Funding Sources to be Pursued (list may be amended by mutual written consent of the parties)

## Quimby-Funded Property

- Carlton Way (Hollywood) – Property was acquired with Quimby Funds; Development and construction of this site has been funded through a grant from the Proposition 84 Statewide Park Program, which has already been awarded.
- Patton Street (Boys and Girls Club) - Property was acquired with Quimby Funds; Development and construction of this site has been funded through a grant from the Proposition 84 Statewide Park Program, which has already been awarded.

## Non-Quimby Funded Property

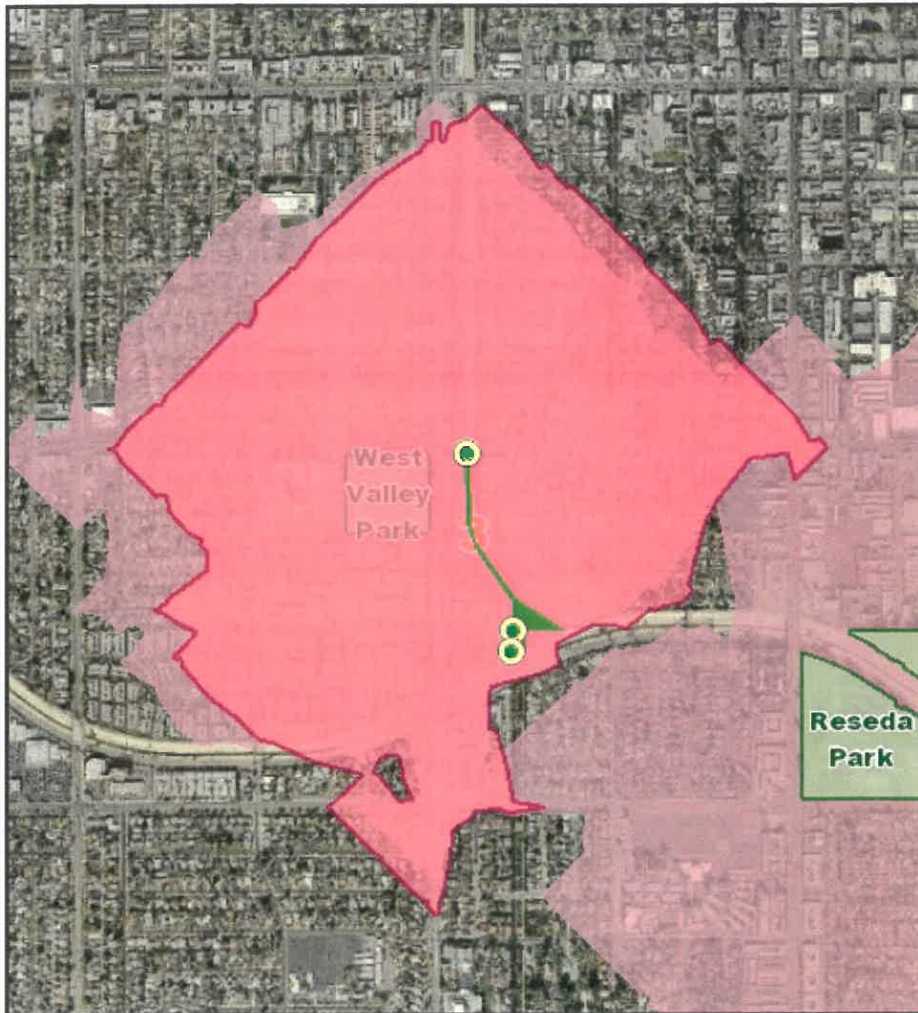
- Monitor (Watts) – Property was acquired with Proposition 84 Statewide Park Program grant funds; Development and construction of this site has been funded through a grant from the Proposition 84 Statewide Park Program, which has already been awarded.
- El Sereno Arroyo Playground (Concord and Lowell) – Property lease has been executed with CalTrans; Development and construction of this site was funded through a combination of grants, donations, and funding provided by City.
- Colden Avenue Pocket Park - No grant funds have yet been identified for acquisition, development, and construction of this site.
- South Victoria Avenue Park - Property was acquired with Proposition 84 Statewide Park Program grant funds; Development and construction of this site has been funded through a grant from the Proposition 84 Statewide Park Program, which has already been awarded.
- Madison Avenue Park - Development and construction of this site has been funded through a grant from the Proposition 84 Statewide Park Program.
- Aliso and Los Angeles Confluence Park Project - Development and construction of this site has been funded through grants from Proposition 84 Urban Greening Grant Program and the Community Development Block Grant Program.





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

# Park Analysis Report



## Scenario Information

**Scenario Name:**

Aliso Creek

**Description:**

Opening FY 15/16  
To be built by TPL

**Scenario Type:**

New Park

**Park Class:**

Improved

**Baseline Dataset\*:**

All Parks (RAP and Non-RAP)

*\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.*

## Population and Age Breakdown

## Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	6,670	294

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	2,059	78

### Residents Served by Age

Age Group	Total Residents Served	Currently Non-Served Residents Served
Under Age 5:	347	12
Age 5 to 9:	376	19
Age 10 to 14:	422	26
Age 15 to 17:	260	20
Age 18 to 64:	4,120	193
Age 65 and Over:	1,145	24

### Households Served by Annual Income

Income Group	Total Households Served	Currently Non-Served Households Served
Under \$25,000:	633	23
\$25,000 to \$34,999:	134	3
\$35,000 to \$49,999:	288	20
\$50,000 to \$74,999:	456	3
\$75,000 and Over:	548	29

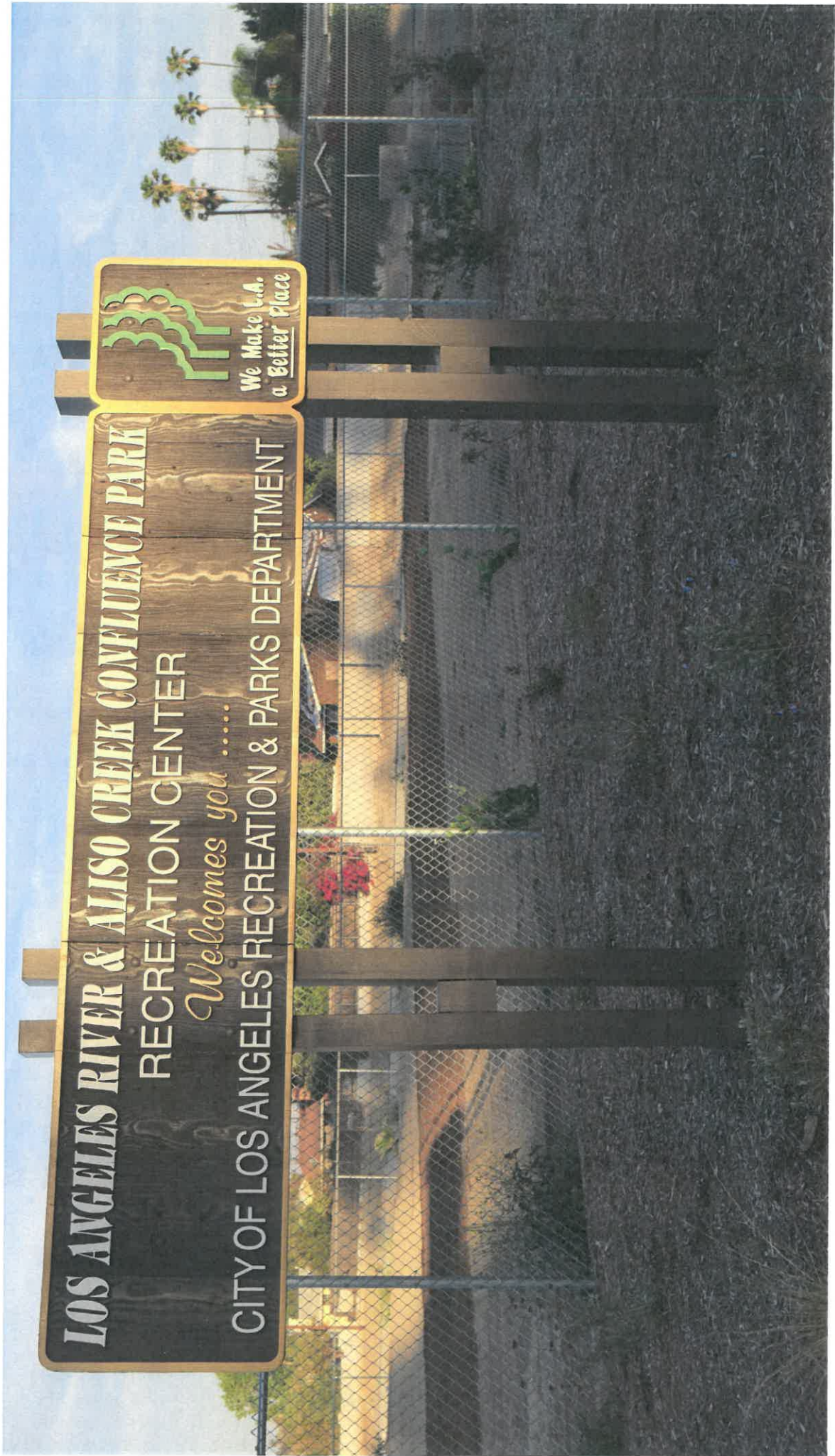
Source: Census/ACS 2010



**LOS ANGELES RIVER & ALISO CREEK CONFLUENCE PARK**  
**RECREATION CENTER**  
*Welcomes you .....*  
**CITY OF LOS ANGELES RECREATION & PARKS DEPARTMENT**



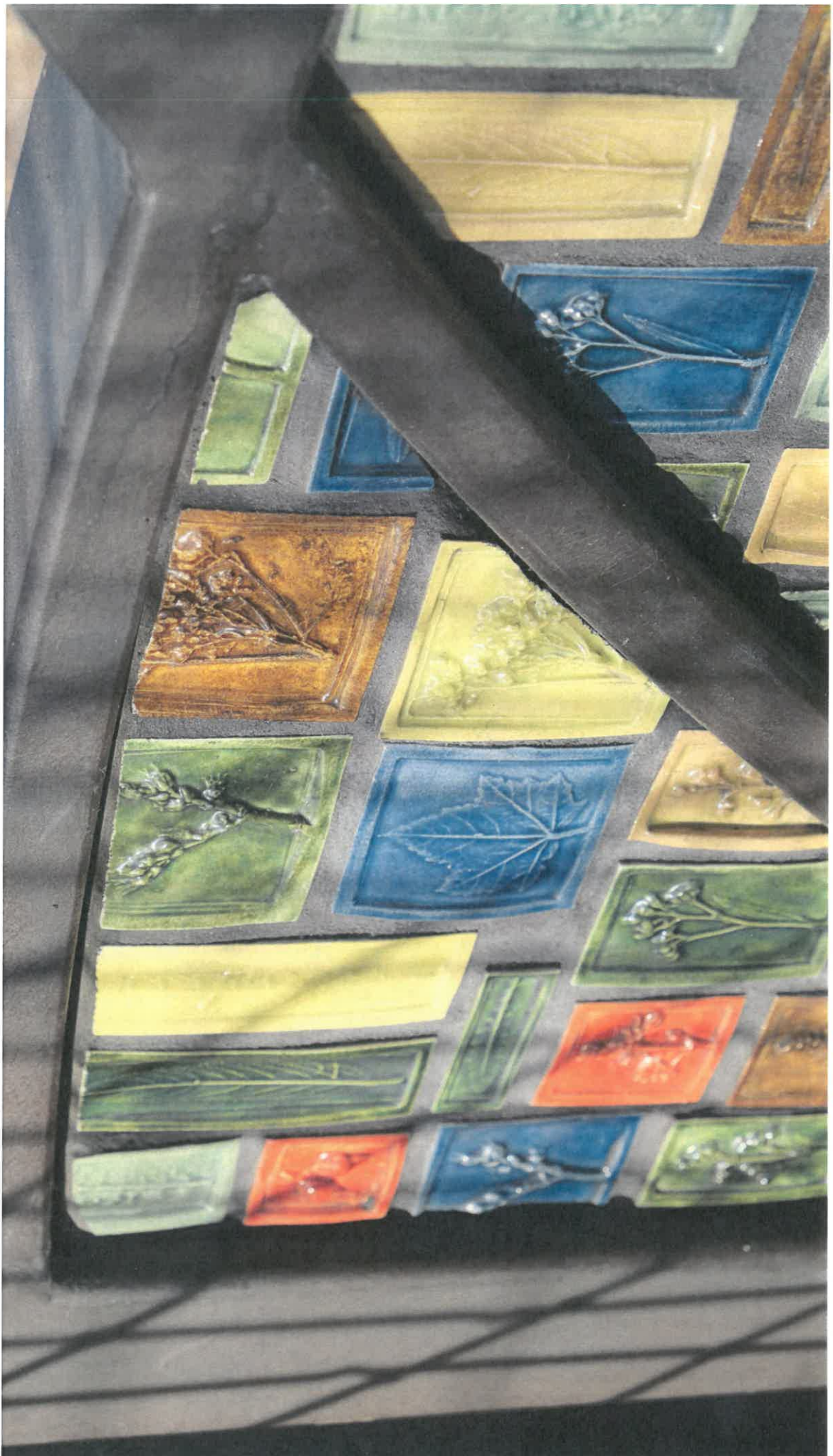
**We Make L.A.  
a Better Place**





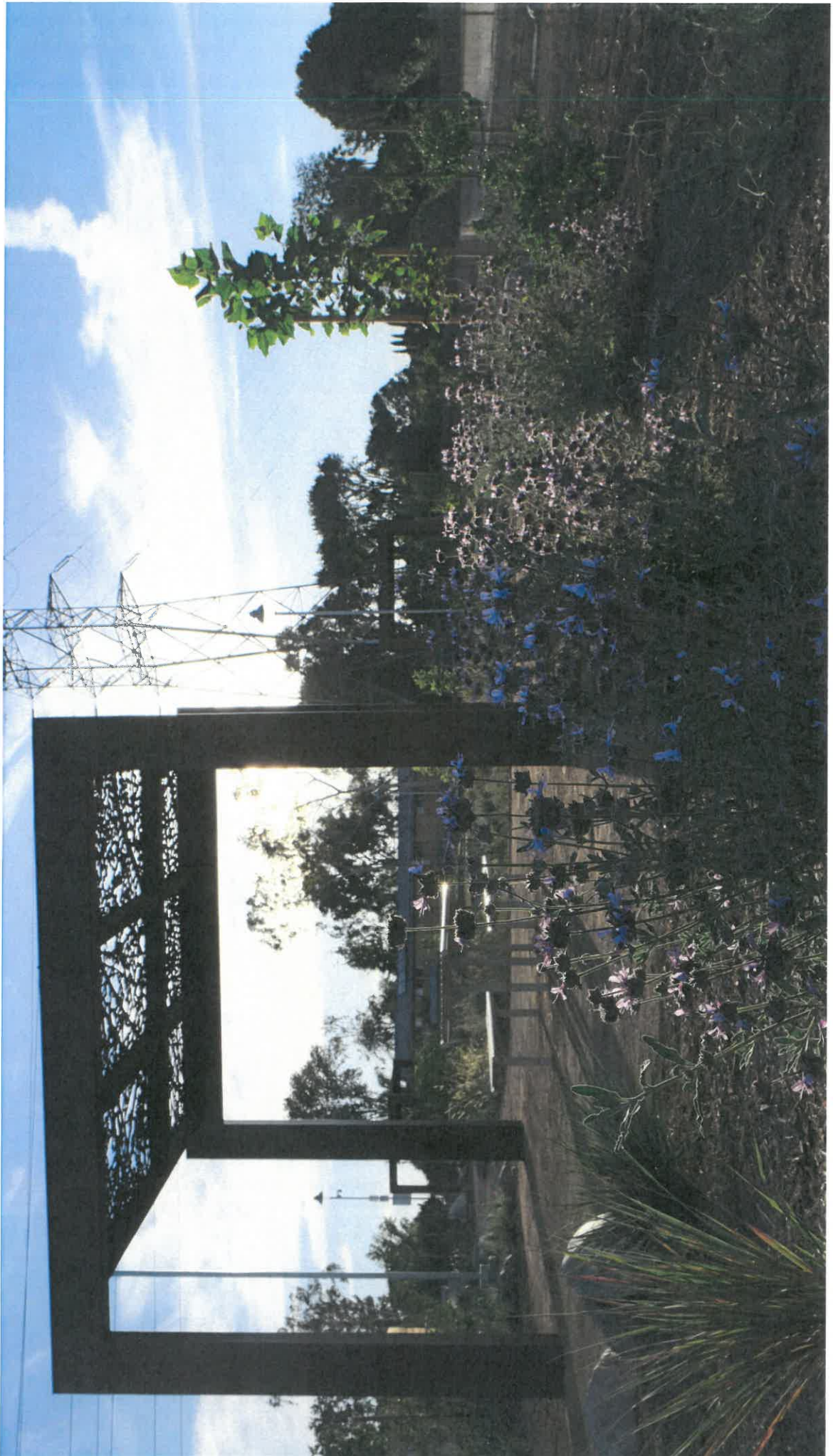
















**PLANT TAG**  
A young tree with a bamboo support stake in a garden bed. A plant tag is placed on a rock in the foreground. The tag features botanical illustrations and text.

**PLANT TAG**  
A young tree with a bamboo support stake in a garden bed. A plant tag is placed on a rock in the foreground. The tag features botanical illustrations and text.







