

APPROVED

April 16 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-080

DATE April 16, 2026

C.D. 12, 13, 2, 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROPOSED ACQUISITION OF VARIOUS CALIFORNIA DEPARTMENT OF TRANSPORTATION PROPERTIES FOR PARK PURPOSES – AUTHORIZATION TO PROCEED WITH PRELIMINARY ACQUISITION ACTIVITIES INCLUDING ENVIORNMENTAL DUE DILIGENCE

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

[Handwritten Signature]

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Authorize the Department of Recreation and Parks (RAP) to initiate the preliminary review and due diligence process for the possible acquisition of several California Department of Transportation properties (Caltrans) located throughout the City of Los Angeles (City) totaling approximately 422,967.6 square feet or 9.71 acres in size (Properties), as further described in this Report;
2. Authorize RAP staff to coordinate preliminary acquisition activities with the Department of General Services, (GSD), Caltrans, Council District Offices 2, 12, 13, and 14, and any other City department(s) or entity as may be necessary to obtain the necessary approvals, title information, environmental clearances, appraisals and funding approvals for the possible purchase of said Properties.
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit this Report to City Council for awareness;
4. Upon the completion of the preliminary acquisition activities, direct RAP staff to return to the Board with a proposed final list of vetted and approved Properties to acquire – individually or as group – along with transfer of title documents, purchase and sale agreements, and/or quitclaim deeds for each site, escrow instructions, and any other related documents for the Board’s final approval to purchase the recommended Properties, subject to the following conditions:
A. Identification of the specific Properties to be acquired as well as adequate funding for such acquisition;

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- B. Completion of all appropriate California Environmental Quality Act (CEQA) analysis and documentation;
 - C. Completion of all environmental assessments and/or review of Caltrans environmental due diligence, including Phase I and Phase II or other if needed;
 - D. Preparation, review and approval of a Class “A” Appraisal by GSD and/or Caltrans;
 - E. Finalization of all material terms of the purchase of the Properties, including the negotiation by of a purchase price that is consistent with market value and/or gift donation; and
 - F. Completion of all title and due diligence by the City and Caltrans.
5. Request RAP staff to provide the Board with an informational report on progress and/or list of recommended sites for acquisition upon completion of environmental and title review and, if possible, development plans for each site as either active or passive use; and,
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Over the years, RAP has worked with Caltrans to use and maintain Caltrans-owned remnant parcels along freeway routes throughout the City; these parcels are currently used for park purposes. RAP has secured those sites via various agreements with Caltrans primarily under leases known as Porter Bill Leases, which allowed for the use of these lands for park and recreational purposes for over 20 years pursuant to Section 104.15 of the Streets and Highways Code.

In late 2023, Caltrans alerted RAP’s Real Estate Unit of its intent to dispose of its leased freeway remnant properties, including Porter Bill Lease properties currently leased to RAP (Properties). RAP expressed interest in preserving and continuing its use of the Properties – and potentially acquiring them pending its due diligence assessment work. Acquiring the Properties would require funding to pay for such acquisition as well as any necessary environmental and title due diligence. RAP is actively looking for funding to conduct pre-acquisition activities, and the Los Angeles County Grant Unit (County) has expressed its support of the potential acquisitions of Caltrans property by RAP. Grant Funding is already available for some acquisitions.

RAP currently is working with Caltrans and the County to secure and acquire the Strathern Park West site, which the RAP Board granted preliminary approval to acquire on September 19, 2024 (Report No. 24-201). Caltrans is also working with RAP’s Real Estate Unit to acquire the Caltrans-owned properties known as the El Sereno Community Garden and the El Sereno

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Arroyo expansion properties, for which RAP staff was granted preliminary approval by the Board on May 2, 2018 (Report No. 18-078) and March 17, 2022 (Report No. 22-066), respectively. RAP began working on these acquisitions at the request of various City officials and community leaders by securing leases for their eventual acquisition. Caltrans has informed RAP that it will begin to dispose of the Properties as the leases expire or sooner. In the spirit of cooperation, Caltrans informed RAP via a letter dated August 23, 2024 that it will work with the City on the potential acquisition of the Properties, which is included herein as Attachment 4. Caltrans has indicated to RAP that it will offer RAP the first option to acquire the Properties as they become available.

Some adjustments to existing sites to be acquired may be necessary to address environmental issues, and some sites may be added or deleted from recommendation for acquisition based on the completed due diligence. The current list of Properties under the Porter Bill Lease consists of approximately eight or more sites located in Council District Offices 2, 12, 13, and 14. If the Board determines that RAP should acquire these sites in the future, the RAP Real Estate Unit will undertake the necessary actions in order to preserve the recreational activities in the areas and secure and conserve the much-needed open space areas within the City. GSD's Asset Management Division will review any appraisal presented by Caltrans. Caltrans will provide a Class "A" appraisal of estimated value for the Properties and assist RAP with all the required due diligence. Caltrans will also process the necessary title documentation and environmental due diligence. The timeline of any potential acquisitions will depend on the Caltrans approval process and due diligence.

TREE AND SHADE

RAP staff anticipates trees will be added where possible, with potential tree placement and location for each individual leased park area to be assessed as RAP considers (i) whether to develop the site as a passive or active use park, and (ii) the proximity of the site to freeways boundaries. Trees significantly help reduce air pollution by absorbing pollutants such as carbon dioxide (CO₂), sulfur dioxide (SO₂), and nitrogen oxides (NO_x).

ENVIRONMENTAL IMPACT

The proposed Board action consists of the approval of actions preliminary to the acquisition of Properties for continued use as parks. A Phase I Environmental Site Assessment in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I ESA process, E-1527-21 will be conducted and adequate documentation pursuant to the California Environmental Quality Act will be prepared. Staff will come back to the Board with appropriate environmental documentation after collecting the necessary information to support an environmental determination for such acquisition.

NEEDS ASSESSMENT

RAP staff believes that the acquisition of the Properties will help preserve and conserve much needed open space areas that the City's residents and visitors frequently use and enjoy. The loss of open space coupled with increased commercial and residential development in the City

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requires an ever-increasing need for park space to serve the added population. Additionally, scientific research continues to confirm that open space/parks provide for healthier communities. It is also understood that new environmental guidelines will be key in determining if parks along freeways are safe for passive or active use; such determination should also consider future reduction in car emissions as California moves in the direction of EV Vehicles.

The acquisition of the Property has the support of Caltrans and the Los Angeles County Regional Park and Open Space District. In addition, RAP's Assistant General Manager of Planning, Construction and Maintenance Branch has been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT

Acquisition of the Properties will not require additional funding to maintain the continued use of these park sites currently under lease to the City. However, additional funding is necessary for all pre-acquisition and acquisition costs, including security fencing, security cameras, surveys, title reports, environmental assessments and remediation costs, and any other action necessary to determine if the Properties are potential sites for acquisition and suitable for continued park use.

Funding will be determined for each of the Properties as they become available, including all related costs. It is anticipated that acquisition costs will be substantial and therefore grant funding will be necessary to offset City's costs.

This Report was prepared by RAP's Real Estate Unit.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Board Report No. 24-201 dated September 19, 2024
- 2) Attachment 2 – Board Report No. 18-078 dated May 2, 2018
- 3) Attachment 3 – Board Report No. 22-066 dated March 17, 2022
- 4) Attachment 4 – Caltrans District 7 - Letter of Support dated August 23, 2024
- 5) Attachment 5 – Caltrans Leased Properties List

Sept 19 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-201

DATE September 19, 2024

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MEASURE A – AUTHORIZATION TO SUBMIT COMPETITIVE GRANT APPLICATION FOR STRATHERN PARK WEST ACQUISITION AND TO ACCEPT GRANT FUNDS IF AWARDED; AUTHORIZATION TO INITIATE PRELIMINARY ACQUISITION ACTIVITIES

B. Aguirre
B. Jones
M. Rudnick

C. Santo Domingo
C. Stoneham
*N. Williams

Handwritten signature of General Manager

General Manager

Approved X

Disapproved

Withdrawn

If Approved: Board President

Board Secretary

RECOMMENDATIONS

- 1. Authorize the Department of Recreation and Parks (RAP) to submit a grant application as detailed in Attachment No.1 to County of Los Angeles Regional Park and Open Space District (RPOSD) under the Measure A 2024 Competitive Acquisition Only Program for the acquisition of California Department of Transportation (Caltrans) owned land at Strathern Park West (Project);
2. Authorize RAP's General Manager to accept the RPOSD grant funds for the Project, if awarded, and execute the attached grant agreement with substantially the same terms and conditions as set forth in Attachment No. 2 of this Report, for the grant amount, scope, and the grant performance period for the Project, subject to the approval of the Mayor and City Council pursuant to Section 14.6(c) of the Los Angeles Administrative Code and approval as to the form of the grant agreement by the City Attorney;
3. Approve the resolution attached as Attachment No. 3 to this Report and recommend City Council adopt such Resolution for the Project;
4. Direct RAP as the designated Grant Administrator for the Measure A Grant Program to submit this request to the L.A. For Kids Steering Committee in accordance with City Council instructions (Council File 18-0611) and to the Mayor and City Council for approval pursuant to Section 14.6(c) of the Los Angeles Administrative Code;
5. Authorize RAP staff to make necessary technical adjustments to the Grant application as necessary to carry out the intent of this Report;
6. Authorize RAP staff to initiate the preliminary review and due diligence process and coordinate

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preliminary acquisition activities for the potential acquisition of the property known as Strathern Park West (Property), approximately 6 acres in size. Preliminary activities include but are not limited to: coordinating with the relevant City Departments, researching title and environmental information, and identifying the necessary funding sources; and

7. Upon the completion of the preliminary acquisition activities, direct RAP staff to return to the Board of Recreation and Park Commissioners (Board) with all related documents such as transfer of title documents, and/or purchase and sale agreement, or quitclaim deed escrow instructions, and any other related documents for the Board's final approval to purchase the Property.

SUMMARY

RAP staff requests the Board to authorize submission of a grant application for up to \$2,000,000 under RPOSD's competitive Measure A Acquisition Only Program to acquire Caltrans-owned property along the Route 170 Freeway to expand City of Los Angeles' ownership of Strathern Park West. The Park is approximately 8 acres, of which 2 acres are City-owned and 6 are leased from Caltrans. Presently, the City of Los Angeles and Caltrans are in discussions with respect to the acquisition and the exact dimension and the purchase price of the acquisition will be determined at a future date. RAP staff will later return to the Board to seek approval of the land acquisition when such details are finalized.

Scope of Work: Acquire property owned by Caltrans that runs along the Route 170 Freeway to expand City of Los Angeles park property known as Strathern Park West. Conduct surveys and land appraisal necessary for acquisition.

Property Location: Area running along Route 170 Freeway between Strathern Street to the North and Satcoy Street to the South.

Measure A Acquisition Only program does not require matching funds. The 2024 competitive grant cycle has a submission deadline of September 27, 2024.

BACKGROUND

In 2016, Los Angeles County voters approved Measure A, which provides the City of Los Angeles formula-based annual allocations for capital improvement projects under Community-based Park Investment Program (Category 1) and Neighborhood Parks, Healthy Communities, & Urban Greening Program (Category 2); competitive grants for capital improvement projects and recreational access programs under Natural Lands, Local Beaches, Water Conservation and Protection (Category 3); Regional Recreation Facilities, Multi-use Trails and Accessibility (Category 4); and additional competitive grants for Youth and Veteran Job Training and Placement (Category 5) as well as an Implementation, Operations and Oversight Category. Additional annual allocations are available under a Maintenance and Servicing Program to offset Proposition A and Measure A funded capital projects. Funding through the Measure A grant program will be generated in perpetuity through the collection of a parcel tax. In October 2018, City Council designated the L.A. For Kids Steering Committee as the administering entity for Measure A with RAP serving as the Grant Administrator (Council File 18-0611).

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The goal of the Measure A Category 3 and 4 Acquisition Only Program is to increase parkland acreage totals through the acquisition of land for new parks and expansion of existing parks for purposes including: multi-benefit parks, regional recreation facilities, conservation, trails, access facilities and more. A minimum of 30% of the Acquisition Only funds will be awarded to projects in High or Very High Need Study Areas, as defined by the most recent Countywide Parks Needs Assessment. Strathern Park West is located in Study Area 120 Sun Valley – La Tuna Canyon which is categorized as a High Need Study Area.

TREES AND SHADE

Project will have no impact on existing trees and shade.

ENVIRONMENTAL IMPACT

The proposed Board of Recreation and Parks Commissioners' (Board) action consists of authorizing staff to submit a request for funding and initiate the preliminary review necessary for the acquisition of a property that is already leased and used as a park.

According to Article 20, Section 15378 of California CEQA Guidelines, a project subject to CEQA is "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment", when is funded, constructed or approved by a public agency, or constructed on public land. Given the procedural nature of the activities authorized in this Board Report, staff finds that the proposed project does not fit the project definition included in Article 20, Section 15378 of California CEQA Guidelines and recommends that the Board of Recreation and Parks Commissioners (Board) take no CEQA action.

Staff will come back to the Board with appropriate environmental documentation and determination when the Board will make a decision about the property transfer.

FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund in applying for Measure A Acquisition Only funds.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 3: Create and Maintain World Class Parks and Facilities
Result: Measure A Program will fund the acquisition of Caltrans owned land at Strathern Park West

This Report was prepared by Yumi Sangen, Senior Management Analyst I, and reviewed by Steven Tran, Senior Management Analyst II, and Sondra Fu, Chief Management Analyst, Finance Division.

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LIST OF ATTACHMENTS

- 1) Measure A Project Scope and Budget
- 2) Measure A Grant Agreement
- 3) RPOSD Grant Resolution

Attachment 1 - Measure A Proposed Grant Scope and Budget (Acquisition Only)

CD	Proposed Parks	Project Location	Proposed Project Scope	Study Area Name	Study Area ID	High and/or Very High Needs Study Area	Measure A Grant Request
2	Strathern Park West	Area running along Route 170 Freeway between Strathern Street to the North and Saticoy Street to the South.	Acquire property owned by the California Department of Transportation (Caltrans) that runs along the Route 170 Freeway to expand City of Los Angeles park property known as Strathern Park West. Conduct surveys and land appraisal necessary for acquisition.	Sun Valley - La Tuna Canyon	120	Yes	\$ 2,000,000
TOTAL							\$ 2,000,000

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

Grant Number:

Project Title:

Grant Award Amount:

Project Summary:

PARTIES TO AGREEMENT

Grantor

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East. Ground Floor
Alhambra, CA 91803

Grantee

RECITALS

The Grantee listed above (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”) do hereby enter into this Grant Agreement (“Agreement”), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

SPECIAL PROVISIONS:

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016
GRANT AGREEMENT

INTERPRETATION

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

WORK

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

GOOD STANDING POLICY

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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Measure (Measure A), approved by voters on November 8, 2016

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DEED RESTRICTION

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

COMMUNITY ENGAGEMENT

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

A. Definitions

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
 - a) Identification of the applicant organization and a sentence or two about its credibility to provide park projects;
 - b) a sentence or two explaining the issue, problem or need for the project;
 - c) a brief statement of the expected measurable outcome(s) that the project will produce;
 - d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

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7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

B. Conditions

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.
7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

C. No Joint Venture

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

D. Liability and Indemnification

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

E. Regulatory Requirements

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.

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Measure (Measure A), approved by voters on November 8, 2016

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2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.
 - i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
3. (*Public Records Act*) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
4. (*Public Records Act*) In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
5. (*Internal Revenue Code of 1986, as amended*) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
6. (*County Lobbyist Ordinance*) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

F. Time is of the Essence

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

G. Performance and Development

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees

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in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

H. Signage and Branding

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

I. Modification

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

J. Publicity of Project Information

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

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K. Disbursements

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.
 - i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.
 - ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.
2. RPOSD may disburse to the Grantee the grant funding as follows:

Acquisition

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

Development

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- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.
- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.
- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.
- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

L. Advancing Funds

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

M. Final Disbursement

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.

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3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.
5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

N. Long Term Obligations

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (See Grant Administration Manual for details.)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.

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5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.
8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

O. Disposal

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
 - i) the amount of grant monies provided under this Contract;
 - ii) the fair market value of the real property determined by an independent appraisal; or
 - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

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2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
 - i) the amount of the proceeds; or
 - ii) the fair market value of the real property determined by an independent appraisal.

P. Audit

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.
3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.
4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.

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7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

Q. Failure to Comply

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

R. Severability

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

S. Termination

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

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- i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
 - ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
 - iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
 - iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
 - v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
 - vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;
 - vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

T. Breach

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
 - a. Withdraw the Grant and terminate this Agreement; and,
 - b. Deny the Grantee eligibility for participation in future grant program opportunities.

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2. After payment (partial or full) of Grant:
 - a. Deny the Grantee eligibility for participation in future grant program opportunities;
 - b. Seek specific performance of the Grantee's obligations under this Agreement;
 - c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

U. Counterparts

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

V. Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

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IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____
Print Name

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Grant No.:

RESOLUTION NO. _____

RESOLUTION OF THE *(Name of Governing Body of the Agency)*
APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS
FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
FOR MEASURE A FUNDING FOR THE *(Name of Project or Program)*

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District’s policies and procedures require the governing body of the *(Agency Name)* to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that *(Agency Name)* must comply with; and

WHEREAS, *(Agency Name)* will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE *(Name of Governing Body of the Agency)* HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and
2. Certifies that *(Agency name)* understands the assurances and will comply with the assurances in the application form; and
3. Appoints the Department of Recreation and Parks General Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Passed, approved and adopted this _____ day of _____, 20_____

ATTEST:

APPROVED

MAY 02 2018

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-078

DATE May 02, 2018

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EL SERENO COMMUNITY GARDEN – RENEWAL OF A LEASE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS); PRELIMINARY AUTHORIZATION TO PROCEED WITH THE ACQUISITION OF PROPERTY FOR PARK DEVELOPMENT; CATEGORICAL EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF A LEASE TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE]

<i>for</i>	AP Diaz _____	V. Israel _____
	*R. Barajas <u>LSP</u>	S. Pifia-Cortez _____
	H. Fujita _____	N. Williams _____



 General Manager

Approved X Disapproved _____ Withdrawn _____
 With corrections

RECOMMENDATIONS

1. Approve a proposed (3) three year Renewal of a Lease Agreement (Agreement), substantially in the form on file in the Board of Recreation and Park Commissioners' (Board) Office, between the State of California Department of Transportation (Caltrans) and the City of Los Angeles (City) for the leasing of the Caltrans property, located at the corner of Huntington Drive and Lowell Avenue, in the El Sereno community area, to be developed and maintained as a community garden,
2. Direct the Board Secretary to forward the proposed Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Agreement upon receipt of the aforementioned approvals;
4. Authorize Department of Recreation and Parks' (RAP) staff to issue a temporary Right-of-Entry (ROE) Permit to the designated/authorized non-profit organization until the agreement with the Los Angeles Community Garden Council for the operation and maintenance of community gardens, as previously authorized by the Board, is executed;

BOARD REPORT

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seven (7)

5. Authorize RAP to initiate the process for the possible acquisition of ~~XXXX~~ property parcels totaling approximately 33,786 square feet or .78 acre, located at corner of Huntington Drive and Lowell Avenue, with an approximate address of 5466-68 East Huntington Drive, El Sereno, California 90032 for development of a park, community garden and/or open space recreation area;
6. Authorize staff to coordinate acquisition activities with the Department of General Services (GSD), and any other necessary Department(s) to obtain the necessary environmental clearances and funding approvals to expedite the purchase of said property;
7. Upon the completion of the preliminary acquisition activities, direct staff to return to the Board with escrow instructions and related documents for the Board's final approval to purchase the property, contingent on the following conditions:
 - A. Funding will be made available for the acquisition of the property through Quimby funds and/or other funding source not yet identified;
 - B. Quimby Funds and/or other funds will have been re-appropriated and reallocated to secure and provide acquisition funding for the project pending Board Approval;
 - C. Appropriate CEQA documentation will have been completed;
 - D. All environmental assessments, Phase I, and Phase II if needed, will have been completed and satisfied prior to close of escrow;
 - E. Class "A" Appraisal will have been prepared and approved by GSD;
 - F. GSD will negotiate a purchase price that is consistent with their professional opinion of market value.
8. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption.

SUMMARY

On September 3, 2008, the Board approved Report No. 08-241 which approved a three (3) year Lease Agreement with Caltrans (Lease), and a three (3) year sublease agreement with the Los Angeles Conservation Corps (LACC) for the use of Caltrans' property (Property) as a community garden. Under such lease agreement, Caltrans leased the Property to the City of Los Angeles for a fee of one hundred dollars (\$100.00) a year. The City in turn sub-leased the Property to LACC for the purpose of developing and maintaining a community garden. Both agreements expired on April 29, 2011. The Property is located at the corner of Huntington Drive and Lowell Avenue and is approximately .78 acre or 33,786 square feet in size and consists of ~~XXXX~~ lots.

seven (7)

BOARD REPORT

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On April 6, 2011, the Board approved Board Report No. 11-095 which approved a five (5) year lease renewal agreement which extended the term of the Lease for the Property until April 30, 2016. The community garden continued to be operated by a non-profit organization and the community. RAP does not maintain or operate the garden, but does oversee its operation and maintenance as the lessee of the Property. Since the term of the Lease through the lease renewal agreement expired on April 30, 2016, the City is currently a hold-over tenant on the Property on a month to month basis.

On August 9, 2017, the Board approved Report No. 17-158 which approved a ten (10) year agreement with Los Angeles Community Garden Council (LACGC), for the operation and maintenance of various community gardens, including the community garden on the Property. Under this LACGC agreement, the community garden at the Property will continue to be operated and maintained by LACGC and the community. RAP does not maintain or operate the garden, but does oversee its operation and maintenance as lessee of the Property. The LACGC agreement has yet to be executed.

Caltrans has indicated its willingness to renew the Lease for another three (3) years via a second lease renewal agreement with the City of Los Angeles for the same site and purpose, with such second extended term ending on April 30, 2019. During this second extended term, the community garden at the Property will be operated and maintained by LACGC pursuant to the LACGC agreement. RAP's community garden policy which was developed by staff and management, allows a non-profit to continue to develop, maintain, and operate the community garden.

The community garden at the Property, which is open to the public, will continue to enhance the quality of life, beautify the surrounding community, and instill a strong sense of pride by involving the community and its youth through its continued garden cultivation. The Office of Council District Fourteen (CD14), Caltrans, and RAP continue to support this project and wish to continue this successful partnership that is providing much needed green space in a low income neighborhood. It is the intent of RAP and CD14 that the community garden site in El Sereno area will continue to be developed and maintained as a community garden by a non-profit at no expense or liability to RAP or the City of Los Angeles. The leasing of this site offers RAP another option of increasing park space without additional cost or limited expense to the RAP.

LACGC will operate, manage and maintain the community garden under the conditions set forth in LACGC agreement, which was previously approved by the Board. LACGC will also offer technical and general education about gardening, horticulture and related subject matters to be provided at the Property, along with tours and public programming. LACGC will assume liability and responsibility for maintaining and operating the community garden at its own expense. This partnership has proven to be a great example of inter-agency cooperation, as well as the potential for similar successful partnerships between government agencies and non-profits. The LACGC currently operates and maintains the community garden at the Property under a right of entry permit pending final execution of the Board approved LACGC agreement.

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Future Acquisition:

As stated, the El Sereno Community Garden has and continues to be a great success which has prompted RAP with full support of CD 14 and community support to consider the Caltrans Property for acquisition. The acquisition of said Property would secure and fit with the long term goals of RAP, CD 14, and the community which are all eager to continue the use of the Property as a community garden. Upon completion of all indicated conditions for acquisition recommended by RAP staff, staff will return to Board for final authorization to acquire the Property as conditioned in the recommendations of this Report.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Agreement is a renewal of an existing lease to use an existing facility without involving an expansion of use. Therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of the City CEQA guidelines.

Regarding the possible future acquisition of the Property, completion of appropriate CEQA documentation and all Phase I and/or Phase II environmental assessments, if needed, for the Board's consideration will occur prior to a final acquisition decision and will be presented to the Board for consideration and determination when final approval of the acquisition is presented for Board approval at a later date.

As stated above, this project has very strong support from CD14, the community of El Sereno, as well as support from Caltrans, and RAP. In addition, the Assistant General Manager for Operations East and the Superintendent for Metro Region have been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT

There will not be any additional fiscal impacts to RAP's General Fund as a result of these recommendations. All costs and any liabilities associated with the lease renewal in connection with the operation and maintenance of the community garden will be incurred by LACGC, or another approved non-profit organization.

This Report was prepared by John Barraza, Management Analyst II of Real Estate and Asset Management Unit.

LEASE RENEWAL

(Form #)

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

11-EX-G (NEW 7/2005)

LEASE RENEWAL

Account No. 07-030505-0001-01

THIS LEASE RENEWAL made this _____ day of _____, 2018, at Los Angeles, California, by and between the State of California, Department of Transportation, Lessor, and City of Los Angeles, hereinafter known as Lessee.

WITNESSETH

WHEREAS, Lessor and Lessee did on the 1st day of May, 2016, enter into that certain lease agreement identified as Account 07-030505-0001-01, covering land in the County of Los Angeles, State of California, commonly known 5466-68 Huntington Dr. Los Angeles CA 90032, as more particularly described in said lease, the term of which lease expires on the 30th day of April, 2016, and

WHEREAS, it is mutually desired and agreed to extend the lease for a further period of time,

NOW, THEREFORE, it is hereby mutually agreed to extend the term of said Lease for a period of 3 years commencing on the 1st day of May, 2016, and ending on the 30th day of April, 2019, under the same terms, covenants and conditions contained in said Lease, except as modified by this instrument which said terms, covenants, and conditions are by this reference incorporated herein.

Modifications

- I. Paragraph 10, on Page 2, is hereby modified to allow the Lessee to sublease the subject property to a non-profit organization of their choice to operate as an open space or a community garden. Lessee to notify Lessor in writing the name of non-profit entity, and use of property.
- II. Paragraph 13, on Page 2, is hereby modified that the telephone number to contact lessor is changed to (213) 897 1989.

All other terms and conditions remain unchanged.

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

LEASE RENEWAL

(Form #)

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

11-EX-G (NEW 7/2005)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Renewal the day and year first above written.

Lessor:

State of California Department of Transportation

Lessee:

City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners

Recommended for Approval:

By:

Kristofer Ozaki, Right of Way Agent

By:

Title: _____ Date

Approved:

By:

Mylaunna Lee
Acting Senior Right of Way Agent

By:

Title: _____ Date

Approved as to form, Mike Feuer, City Attorney

By:

Title: _____ Date

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

LEASE AGREEMENT
RW 11-2 (REV 12/2001)

File Reference 07-030505-0001-01

THIS LEASE is made and entered into this 20th day of April, 2008, at Los Angeles, California, by and between the State of California Department of Transportation, hereinafter known as Lessor, and City of Los Angeles, hereinafter known as Lessee.

WITNESSETH

- 1) **DESCRIPTION:** The Lessor, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee, and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee that certain property in the County of Los Angeles, State of California, commonly described as:

That vacant lot in the block of Huntington Drive, containing approximately 33,786 square feet, located, South of Huntington Drive South and East of Lowell Avenue in the City of Los Angeles as outlined on the attached map attached and made a part hereof.

- 2) **TERM:** This lease shall be for a term of three (3) years, commencing on the 1st day of May, 2008, and ending on the 30th day of April, 2011, with the right of cancellation and termination in both Lessor and Lessee as hereinafter set forth.
- 3) **RENT:** The rent shall be paid by the Lessee annually, in advance, on the 1st day of May during said term, in lawful money of the United States, as follows:

\$ 100.00 per year

Rent payable or refundable hereunder for any period of time less than one year shall be determined by prorating the annual rental herein specified based on a 12 months year.

- 4) **RECEIPT OF RENT PAID:** Receipt is hereby acknowledged by the Lessor of the sum of \$ 100.00 from the Lessee, in payment for the first year's rental under this lease.
- 5) **SECURITY DEPOSIT:** Lessee shall deposit with Lessor \$ 0.00 as a guarantee for faithful performance of the conditions of this Lease. Lessor may use such amounts as are reasonably necessary to remedy Lessee default in the payment of rent to repair damages caused by Lessee or by a guest or a licensee of the Lessee, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or furnishings exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Lessee agrees to restate said total security deposit upon five (5) days written notice delivered to Lessee in person or by mail. Lessor shall furnish the Lessee with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Lessee in accordance with California Civil Code Section 1950.05.
- 6) **RENTAL PAYMENTS:** All rental payments shall be made payable to the Department of Transportation. Lessee shall make payment to Lessor's mailing address or street location as indicated below:

Department of Transportation
ATTN: Cashier
P.O. Box 168019
Sacramento, CA 95816-3819

Department of Transportation
ATTN: Cashier
1820 Alhambra Boulevard, 2nd Floor
Sacramento, CA 95816

Lessee shall include the complete Tenancy Number, 07-030505-0001-01, on the check or other form of payment.

- 7) **LATE PAYMENT CHARGE:** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge of \$ 0.00. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of Lessee's late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

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- 8) **DISHONORED CHECK CHARGE:** Lessee hereby agrees:
- That Lessee shall pay to Lessor a fee of \$20.00 for any dishonored check.
 - That if Lessee has two dishonored checks within any twelve month period, Lessor shall accept no more personal checks for payments due under this agreement.
- 9) **UTILITIES:** Lessee shall pay when due all water, electric, gas, and other lighting, heating, and power, rents and charges accruing or payable in connection with said property during the term of this lease.
- 10) **USE:**
- Lessee plans to enter into a sublease with the Los Angeles Conservation Corps (LACC).
 - Lessee/LACC will operate and maintain the premises as a community garden.
 - Lessee/LACC shall not commit, suffer, or permit any waste on said property.
 - Lessee/LACC shall comply with all State laws and local ordinances concerning said property and the use thereof.
- As to the leased property, Lessee hereby declines and waives any rights under the Public Park Preservation Act (Public Resources Code, section 5400, et seq) and under Title 23 Code of Federal regulations, part 771.135(d), et seq.

- 11) **RIGHT OF ENTRY:** Lessee shall permit Lessor or its agents to enter upon the property at any reasonable time to inspect same and for the purpose of showing the property to prospective purchasers or tenants.
- 12) **TERMINATION:** This lease shall be subject to cancellation and termination by either party at any time during the term hereof by giving the other party notice in writing at least 180 days next prior to the date when such termination shall become effective. It is understood and agreed that upon termination of this lease for any reason, Lessor shall not be obligated to provide, and Lessee waived all claims for, replacement lands or facilities or compensation in any manner for the part taken or the remainder of the leased premises.
- 13) **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To Lessee at City of Los Angeles, Department of Recreation and Parks, Real Estate and Asset Management Section, 1200 West Seventh Street, 7th Floor, Los Angeles, CA 90017, telephone number (213) 928-9103, telefacsimile number (213) 928-9180 with a copy to: Los Angeles City Attorney's Office, Real Property / Environmental Division, 200 No. Main Street, # 700, Los Angeles, CA 90012, telephone number (213) 978-8150, telefacsimile number (213) 978-8090, and to Lessor c/o Department of Transportation, at 100 South Main Street, Los Angeles, CA 90012, Attn: R/W Property Management, telephone number (213) 897-1884, telefacsimile number (213) 897-5603. The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Lessor shall also be able to serve notices by posting and subsequent mailing to Lessee.
- 14) **CONDITION AND REPAIRS:** Lessee shall not call on Lessor to make any improvements or repairs on the property, but Lessee hereby specifically covenants and agrees to keep the property including furnishings and equipment, if applicable, in good order and condition at Lessee's cost and expense. Lessee further agrees to provide an adequate number of garbage and trash receptacles in clean condition and good repair. Lessor agrees to maintain the exterior walls, roof, main sewer and water service lines to building, and any other major repairs as deemed necessary and in the best interest of Lessor.
- 15) **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this lease to any person or entity other than the Los Angeles Conservation Corps, without Lessor's written consent.

Any request by Lessee to assign this lease shall be subject to the following:

- An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Lessee.
- The proposed use must be the same or similar to that employed by Lessee.
- A written application from the proposed assignee is required. Lessee will pay all charges incurred for verifying information in the application process.
- Lessor has the right to raise the rent to current market value upon Lessee's exercise of a right to assign.
- Assignment does not relieve the Lessee of any duties or obligations under the lease.
- Any assignment is not deemed a consent to any subsequent assignment.

LEASE AGREEMENT

RW 11-2 (REV 12/2001)

Page 3 of 4

- 16) **ALTERATIONS:** Lessee shall not make or suffer any alteration to be made in or on the property for any purpose not related to the creation or maintenance of a community garden without Lessor's written consent.
- 17) **VACATING THE PROPERTY:** At the expiration of the term, or any sooner termination of this lease, Lessee shall quit and surrender possession of the property and its appurtenances to Lessor in as good order and condition as the property was delivered to the Lessee, reasonable wear and tear and damage by the elements excepted.
- 18) **HOLD OVER:** Should Lessee hold over after the expiration of the term of this lease with Lessor's consent, express or implied, the tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this lease so far as applicable.
- 19) **FIRE INSURANCE:** Lessor will not keep the property insured against fire or any other insurable risk, and Lessee will make no claim of any nature against Lessor by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.
- 20) **PREVIOUS AGREEMENTS:** In the event there is any existing lease or rental agreement between Lessee and Lessor (or its predecessor in interest) covering the property, it is agreed and understood that this lease shall cancel and terminate said prior lease or rental agreement as of the effective date of this lease.
- 21) **RELOCATION PAYMENT:** Lessee acknowledges the following: Lessee commenced occupancy of the premises after Lessor acquired title to it, Lessor acquired the premises for a public project, Lessee may be required to vacate the premises to allow construction of the public project, and Lessee is not entitled to receive any payments under either the state or the federal Uniform Relocation Assistance Act. (Gov. Code, Section 7260, et seq.; 42 U.S.C., Section 4601, et seq.) Lessor shall not be obligated to provide replacement facilities nor to compensate Lessee for the closure of the garden, and the costs of reestablishment of a replacement garden.
- 22) **POSSESSORY INTEREST:** Lessee's interest is subject to a possessory interest tax (tax) that may be imposed by the City or County. However, Lessor is required to pay any such tax directly to the City or County on Lessee's behalf. The amount of rent charged Lessee reflects the cost of this added responsibility to Lessor.
- Tax bills inadvertently received by Lessee should be forwarded to Lessor for payment.
- 23) **INDEMNIFICATION:** Lessee shall indemnify, defend, and hold the Lessor, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Lessee, and/or regarding all acts and omissions, including but not limited, to the willful misconduct or negligence of Lessee.
- Further, it is the parties' intent that the indemnity provisions stated herein, do not apply as to the willful misconduct or active negligence of Lessor, its officers, agents or employees.
- 24) **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Lessee is self-insured as authorized by Government code section 990.4 and will use its self insurance to handle any claim that may arise under indemnity agreement.
- 25) **NONDISCRIMINATION:** The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- That in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.
- 26) **WAIVER:** If any part of this Lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Lessor, the remaining portions of this Lease shall remain in full force and effect. Lessor's receipt of rent with the knowledge of any breach of a provision of this Lease shall not constitute a waiver of such breach.
- 27) **ENCUMBRANCES:** Lessee shall not encumber the leased premises in any manner whatsoever.

LEASE AGREEMENT

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- 28) **ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.
- 29) **POSTING OF PROPERTY:** Lessor or its agents shall at all times have right to go upon and inspect the leased property and to serve or to post thereon any notice required or permitted by law for protection of any right or interest of Lessor.
- 30) **HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment.

Except as to substances used in connection with gardening and otherwise permitted in this lease, Lessee shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Lessor, or its agents or contractors, shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

Breach of any of these covenants, terms and conditions shall give Lessor authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee of the property. Lessee shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.

- 31) **AMENDMENTS:** Anything herein contained to the contrary notwithstanding, this lease may be terminated, and the provisions of this lease may be, in writing, altered, changed, or amended by mutual consent of the parties hereto.
- 32) **HEADINGS:** The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

NON CURABLE BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO TERMINATE THIS LEASE ON 30 DAYS NOTICE.

LESSOR:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LESSEE:
CITY OF LOS ANGELES, a municipal corporation
acting by and through its Board of Recreation and Parks
Commissioners

APPROVED AND RECOMMENDED

By: [Signature] 1-5-09
DAVID HSU
Property Management

By: [Signature]

Date: 02-14-08

[Signature]
Secretary

Date: 12-4-08

APPROVED

By: [Signature]
LEONARDO MAJEO
Sr. Right of Way Agent

Approved as to form
ROCKARD J. DELGADILLO, City Attorney

By: [Signature]
KEVIN T. RYAN
Deputy City Attorney

Date: 4/29/08

APPROVED
MAR 17 2022
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-066

DATE March 17, 2022

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EL SERENO ARROYO PLAYGROUND – APPROVAL OF A RENTAL AGREEMENT AMENDMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS); AUTHORIZATION TO PROCEED WITH THE PRELIMINARY PROPERTY ACQUISITION ACTIVITIES FOR PARK DEVELOPMENT; CATEGORICAL EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [AMENDMENT OF A LEASE TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

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



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Rental Agreement Amendment (Amendment) as set forth in Attachment 1 of this Report, which incorporates a revised boundary map as Exhibit A thereto, between the State of California Department of Transportation (Caltrans) and the City of Los Angeles (City), regarding the leasing of the Caltrans property, located at the corner of Concord Avenue, Alhambra Avenue and Lowell Avenue, in the El Sereno community, to be developed and maintained as a passive and active use playground, wherein the term of such lease is extended to a term of forty (40) years and additional property is added to the premises leased as reflected in the Amendment and boundary map, subject to all required approvals, and approval by the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to forward the proposed Amendment to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Amendment upon receipt of all necessary approvals;
4. Authorize RAP staff to continue to proceed with preliminary acquisition activities as previously authorized by the Board via Report No. 17-226 to continue to work with Caltrans

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and GSD for the possible acquisition of the property known as the El Sereno Arroyo Playground (Playground) property totaling approximately thirty-five thousand two hundred eighty three square feet (35,283 sq. ft) or eighty-one hundredth of an acre (0.81) of the currently leased playground area plus additional land owned by Caltrans as may be necessary for expansion of the Playground, located at the tri-intersection of Alhambra Avenue, Concord Avenue and Lowell Avenue, with an approximate address of 5500-5520 Concord Avenue, El Sereno, California 90032 for development of a park, and/or open space recreation area (Caltrans Property);

5. Direct RAP staff to return to the Board for final authorization for acquisition of any Caltrans Property;
6. Authorize RAP staff to coordinate acquisition activities for the Caltrans Property with Council District Fourteen (CD 14), Department of Public Works (PW), Planning Department, the Department of General Services (GSD), and any other necessary City Department(s) to obtain the necessary environmental clearances and funding approvals to expedite the purchase of said property;
7. Determine that the execution of the proposed Amendment is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Amendment of a lease to use an existing facility involving negligible or no expansion of use] of City CEQA Guidelines and to Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the State Clearinghouse and the Los Angeles County Clerk;
8. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE.
9. Authorize RAP's Chief Accounting Employee or designee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On June 15, 2011, the Board through Report No. 11-186 approved a lease agreement between Caltrans and RAP for the use and maintenance of certain vacant parcels owned by Caltrans for open space use, and Caltrans and RAP executed a rental agreement for 25 years on January 23, 2012 in accordance thereto (Lease). Said Lease will expire on July 31, 2036. On January 2, 2013, the Board through Report No. 13-001 accepted certain recreational Improvements installed by the Trust for Public Land (TPL) on the leased property and officially named the open space area as the El Sereno Arroyo Playground. The El Sereno Arroyo Playground (Playground) is now a developed playground that currently serves 2,370 community residents and an undetermined number of neighboring residents in the City of Alhambra. The surrounding community has expressed interest in expanding the Playground area, and CD 14, PW, GSD and RAP have proceeded with efforts for such expansion, including engaging in preliminary acquisition activities for other Caltrans properties surrounding the Playground.

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On December 11, 2017, RAP acquired a lot adjacent to the Playground, approximately 0.115 acre or 5,034 sq. ft in size, with the assistance of TPL and GSD. The acquisition was part of the first phase of expansion at the playground that was approved through Report No. 17-226. RAP is now ready to expand further and develop the playground and surrounding area with support from the community and CD14.

These expansion efforts are funded, in part, by certain grant funds. These grant funds require that the Lease be amended to a term of forty (40) years in order to comply with service payback and site control requirements. Future State grant funding would likely be dependent on the existence of a lease of the Caltrans Property which has a longer term than the current 25 year period so as to comply with State service payback terms and site control conditions.

On February 3, 2022, the Board approved the transfer of the State Parks Proposition 68 Round 3 grant award for the El Sereno Arroyo Playground Expansion project (Grant) as awarded under the Grant Agreement from RAP to The Trust for Public Land (TPL) along with the approval of a donation agreement in connection with the development of the Grant project. The funding and construction would be undertaken by TPL using TPL funds and RAP funds transferred to TPL.

In order for such transfer to be approved by the State grantor, the Lease is required to be amended to extend the term for 40 years as well as updating the existing boundary map of the showing the area of site control for the El Sereno Arroyo Playground area and any additional area needed for its expansion. The boundary map of such Caltrans Property is shown as Exhibit A of the proposed Amendment. An aerial depiction of such boundary map is attached to this Report as Attachment 2. RAP and Caltrans will work to more precisely refine the boundary map to reflect the true metes and bounds of the Caltrans Property while Caltrans processes the sale of the Caltrans Property. In the meantime, RAP and Caltrans have agreed to use the boundary map attached as part of the Amendment to reflect the leasehold area covered by the Lease and the Amendment as such map reflects the current playground area and added expansion sites as recommended by City stakeholders and approved by RAP staff and Caltrans staff. The ultimate goal is to secure all sites recommended for park use under leases with Caltrans and eventually acquire the land in fee simple via deeds.

Caltrans has indicated its willingness to revise and extend the Lease term from 25 years to 40 years through the Amendment (Exhibit 3).

FUTURE ACQUISITION(S):

As stated, the El Sereno Arroyo Playground along with the El Sereno Community Garden (another Caltrans and City cooperative effort) has and continues to be a great success for the community as displayed by its activism and community participation. The goal now is to make this recreational use property project a more permanent endeavor in the form of acquisition(s) of Caltrans Property with the full support of RAP, CD 14, Caltrans and the community. The project site has the continued support from Caltrans (which recently put in writing its support for the El Sereno Arroyo Playground) and from State funding Officials. Upon completion of all indicated conditions and completion of all due diligence for the recommended acquisition by staff, RAP staff will return to

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the Board for final authorization to acquire any Caltrans Property as stated in the recommendations of this Report.

ENVIRONMENTAL IMPACT STATEMENT

A Phase I Environmental Site Assessment (ESA) for the Playground site was completed in April 2015 for RAP. The Phase I ESA found that the historical uses of the property included a commercial property, a drainage channel, and a multi-tenant residential building from the 1940s to as late as the 1994. More notably, from the 1960s to as late as the 1980s, the southern portion of the site was developed with a suspected service station (pump island canopy, service station building, and surrounding storage/vehicle parking). Evidence of the former service station was still visible in documentation from the early 2000s. Later in the early 2010s, a city park was constructed over the majority of the property, which included the area of the former service station. While a historical gas station is considered a recognized environmental condition (REC), no further invasive assessment appears warranted at this time. Upon redevelopment or earthmoving work in the area of the former service station, if any stained or odorous soils are encountered, additional investigation may be necessary.

A Transaction Screen Process assessment was completed by RAP staff in May 2021 reiterated the same findings of the 2015 Phase I ESA, but included the REC stating that the garden is located within a one-mile radius of the San Gabriel Valley (Area 3) National Priority List. The San Gabriel Valley (Area 3) is a contaminated groundwater plume is about two miles long and one mile wide. The groundwater is contaminated with trichloroethylene (TCE) and perchloroethylene (PCE). The Department of Recreation and Parks and the property are not listed as a Responsible Party or the source of the groundwater contamination.

The proposed Amendment consists of the extension of an existing lease agreement with negligible or no expansion of use.

This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the project may impact on 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 October 8, 2021, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of a historical resource.

As such, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the State Clearinghouse and with the Los Angeles County Clerk upon Board's approval.

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If any site redevelopment occurs in the future, staff will return to the Board to recommend appropriate further CEQA action.

NEED ASSESSMENT

The proposed El Sereno Arroyo Playground Expansion acquisition, will continue to serve this community area of 2,370 residents and an undetermined number of adjacent City Residents not served by parks (Park Analysis Report (Attachment 7). An estimated 2,370 residents live within a one-half (1-1/2) mile walking distance of the proposed Playground expansion.

TREE AND SHADE

El Sereno Arroyo Playground is a fully developed playground site with some slope areas full of vegetation/plants and trees and playground equipment enjoyed by kids, seniors and adults. The extension of the Lease as proposed by the Amendment will not affect existing trees and shade at the site. If any development efforts at the site or at any other portion of the Caltrans Property will affect any trees and shade at such site, staff will return to the Board for approval of such efforts.

FISCAL IMPACT

There will not be any additional fiscal impacts to RAP's General Fund as a result of these recommendations. All costs and any liabilities associated with development of the leased property will be incurred by the third parties. In the event RAP will be undertaking any development efforts on the Caltrans Property, RAP will return to the Board for prior authorization. Maintenance funds for the new expanded parkland will be requested as part of RAP's annual budget process.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 1: Every Angelinos has walkable access to a park in their neighborhood

Result: Offer Affordable, Equitable, Healthy, Environmentally safe open space.

This Report was prepared by John Barraza, Management Analyst II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

BOARD REPORT

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- 1) Proposed Rental Amendment of Lease Agreement, including Boundary Map
- 2) Aerial View of Boundary Map
- 3) Caltrans Letter

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

DISTRICT & TENANCY NUMBER: 07-018501-0001-04, 07-003003-0003-04, 07-014891-0001, 07-018504-0001, 07-018511-0001, 07-018512-0001, 07-018513-0001

THIS RENTAL AGREEMENT AMENDMENT is made this 1st day of _____, 2022, at Los Angeles, California, between the landlord, the State of California, Department of Transportation (Department), and the undersigned (Tenant).

WITNESSETH

WHEREAS, Department and Tenant did on the 1st day of August, 2011, enter into that certain Rental Agreement identified as Tenancy No. 07-018501-0001-04, covering property described in said Rental Agreement, the term of which continues on a month-to-month basis.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Department and the Tenant that the Rental Agreement referred to above shall be amended to extend the said Lease for a period of 40 years commencing on July 31, 2019 and ending on July 31, 2051.

FURTHERMORE, the said Rental Agreement is hereby modified as follows:

- I. Paragraph 1, on Page 1, is hereby modified to include that certain property in the City of Los Angeles, State of California, covering the property particularly described in that certain area shown outlined on the map marked R/W Map No. F1530-2 as Parcels 18501, 014891, 018504, 018511, 018511, 018512, 018513 and a portion of 003003, Exhibit A attached hereto and made a part hereof: Whereas this agreement supersedes any and all previous agreements related to the above mentioned parcel numbers 07-018501-0001-04 & 07-003003-0003-04” as part of the very first paragraph.
- II. Paragraph 10, on page 2, is hereby modified to reflect changes in Land Use:
 - a) Lessee plans to enter into a partnership agreement with for Trust for Public Land (TPL).
 - b) Lessee/TPL plans to maintain and operate the site.
 - c) Lessee/TPL shall use the property for the following purposes only: Recreational play area with full public access during hours of operation.
 - d) Lessee/TPL shall plant trees or shrubs in the soil upon prior written approval of Lessor.
 - e) Lessee/TPL may also partner with local businesses including, but not limited to The Trust for Public Land, and other approved Non-profit organizations.
 - f) Lessee/TPL is allowed to publicly recognize partner sponsorship contributions towards site improvements.
 - g) Lessee/TPL shall not commit, suffer, or permit any waste on said property.
 - h) Lessee/TPL shall comply with all State laws and local ordinances concerning said property and the use thereof.
 - i) Lessee/TPL agrees to develop and expand Recreational area as approved by Lessor and for the intended use and purpose of condition 10b.
 - j) Lessee/TPL is hereby granted authority to add a restroom in the expansion.

All other terms and conditions of said Rental Agreement and subsequent amendments thereto shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement Amendment the day and year first above written.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

Mike Feuer,
City Attorney

By _____
SR. ASSISTANT CITY ATTORNEY

Executed this _____ day
of _____, 20__

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____

Name: Neidy Pinuelas, Senior Right of Way Agent
Title: Right of Way, Property Management

By _____

Name: Raashan Bernard, Office Chief
Title: Right of Way Property Management

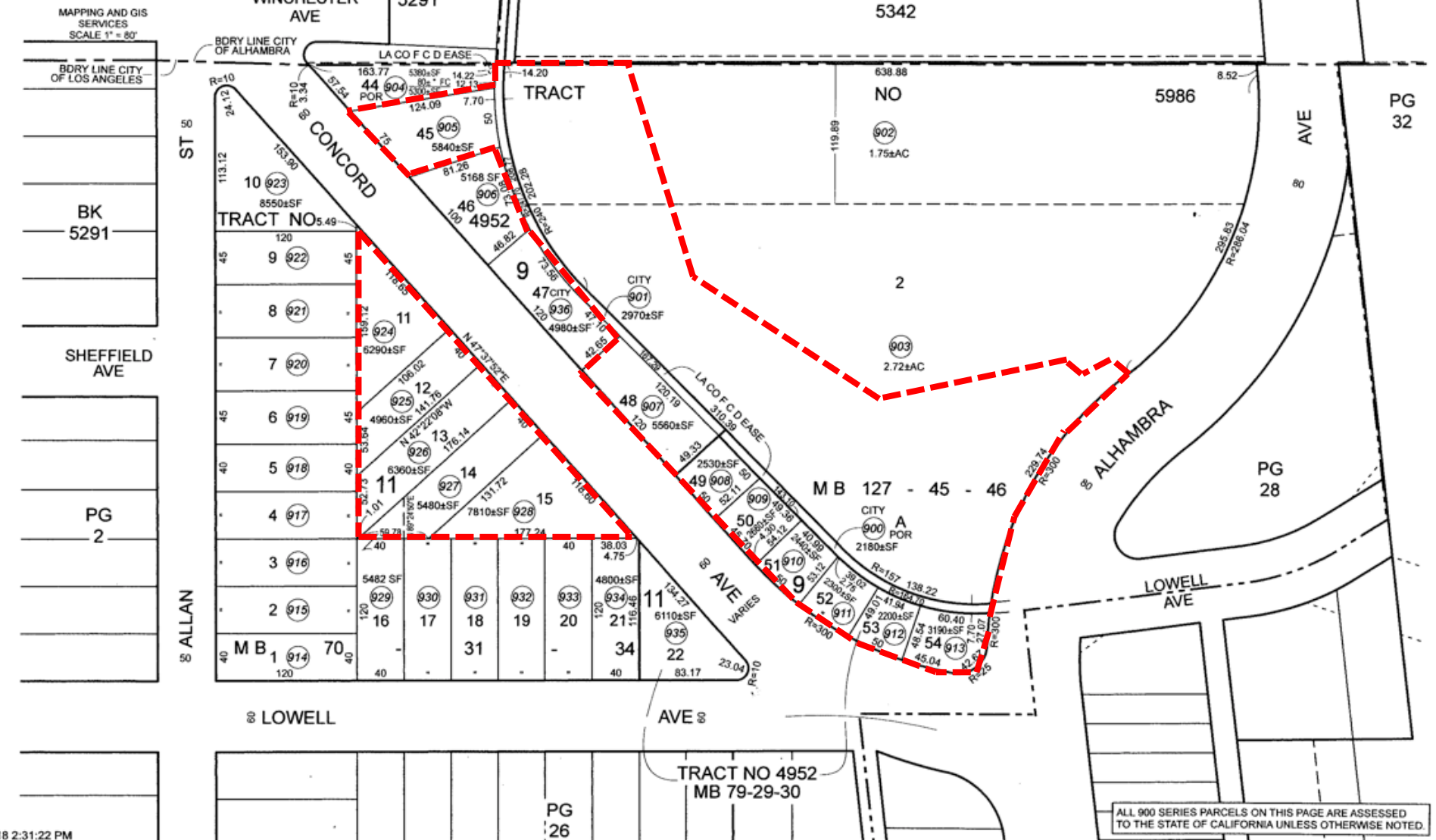


Voice,

CRS: 1-800-735-2929, or write Right of Way. 1 120 N Street. MS-37. Sacramento, CA 95814.

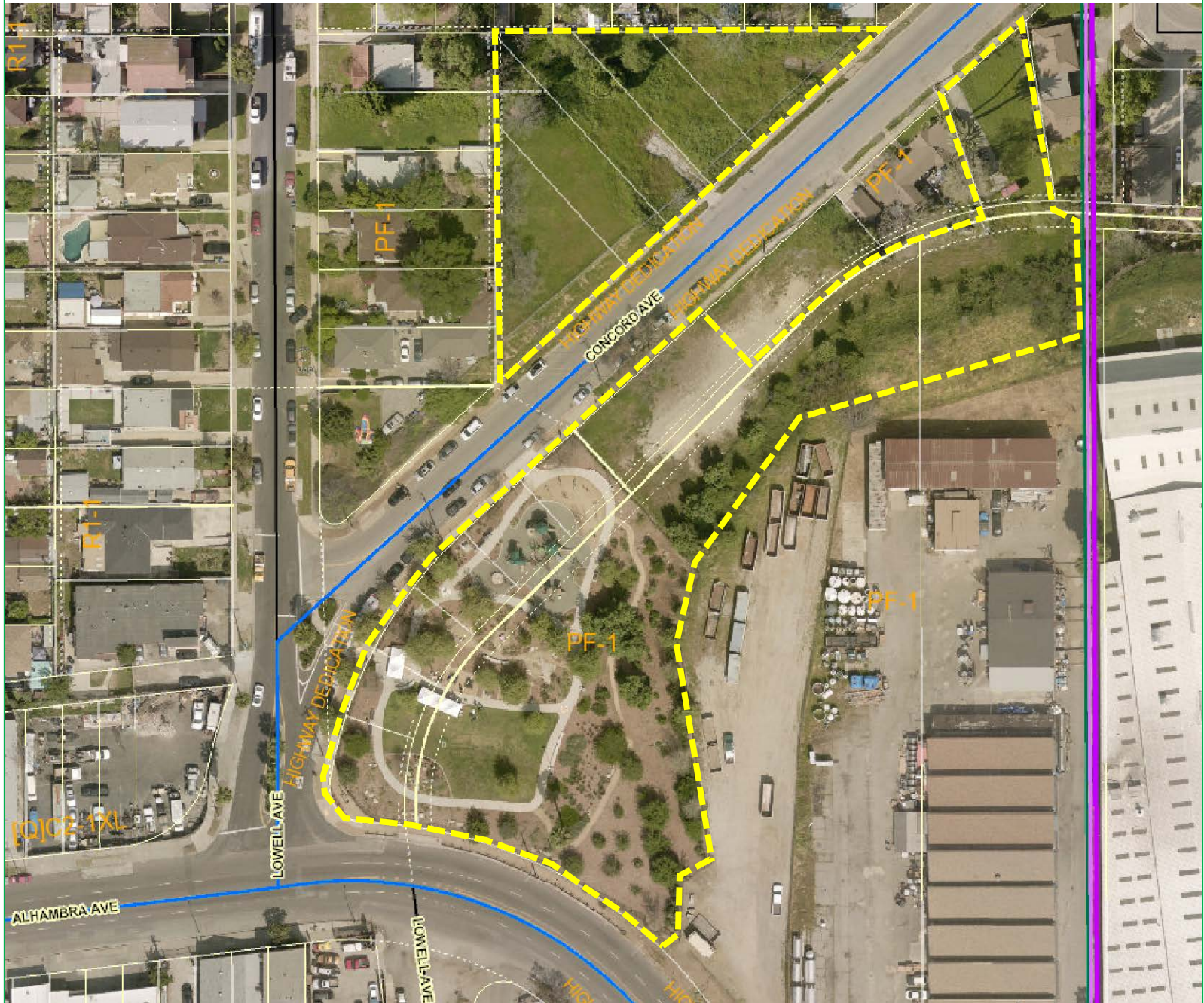


EL SERENO ARROYO PLAYGROUND BOUNDARY MAP EXHIBIT (A)



ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO THE STATE OF CALIFORNIA UNLESS OTHERWISE NOTED.

ATTACHMENT 2



California Department of Transportation

DISTRICT 7 – RIGHT OF WAY
100 S. MAIN STREET, SUITE 100, LOS ANGELES, CA 90012
PHONE (213) 897-1901
FAX (213) 897-0360 TTY 711
www.dot.ca.gov



January 24, 2022

California Department of Parks and Recreation
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001

To Whom it May Concern,

This letter confirms that the State of California Department of Transportation (Caltrans) is the current owner of parcels that comprise the existing El Sereno Arroyo Playground and future Expansion project. Caltrans has an executed lease with the City of Los Angeles Department of Recreation and Parks (RAP) for the existing Playground that extends through July 2036. Caltrans commits to signing a lease amendment that incorporates the Expansion parcels and extends the term for all parcels through July 2051.

If you have questions or need further information, please contact me at edward.francis@dot.ca.gov or (213) 897-1901.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward Francis', written over a horizontal line.

Edward Francis
District Deputy Director
Right of Way – Los Angeles
State of California Department of Transportation

California Department of Transportation

DISTRICT 7
100 SOUTH MAIN STREET, SUITE 100 | LOS ANGELES, CA 90012
PHONE (213) 897-0362 | FAX (213) 897-0360 TTY 711
www.dot.ca.gov



August 23, 2024

California Department of Parks and Recreation
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001

To Whom it May Concern,

This letter confirms that the State of California Department of Transportation (Caltrans) is the current owner of the parcels leased to the City of Los Angeles Department of Recreation and Parks (RAP) on the attached Lease list. Caltrans is working with RAP in its possible acquisition of these sites and others leased to RAP for Park Purposes. At this time, we are working with RAP specifically on the leased property known as the Strathern Park Site. Caltrans entered into a 50-year Porter Bill lease in 1976 with RAP for the property identified by Porter Bill Lease Parcel Number 07 DL 000415-01-01. Caltrans commits to working with the City of Los Angeles and its Dept. RAP in the sales, at the Caltrans approved Fair Market Value, of the leased properties on the attached lease list to RAP and commits to supporting its efforts in the acquisition of the Strathern Park property.

If you have questions or need further information, please contact me at heriberto.salazar@dot.ca.gov or (213) 269-0085.

Sincerely,

A handwritten signature in black ink that reads 'Heriberto Salazar'.

Heriberto Salazar

Supervising Right of Way Agent
Office of 710 Sales, Excess Land Sales, Airspace and Wireless Programs
Caltrans District 7 Division of Right of Way

Attachments: 2019 Caltrans Lease list City of Los Angeles Recreation and Parks



List of Caltrans Agreements

Wednesday, April 3, 2019

6:02:00 AM

Attachment 5

ID	Council District	Property Location, Name	Lease #, DL #	Rental/Lease Fee	Fee Due Date	Term	Term Period	Comments	Porter Bill Lease
1	12	118 Fwy, Porter Ranch, Winnetka Ave. Adj. to Corbin Ave. & Porter Ranch Dr. Along the 118 Fwy & San Fernando Mission Blvd. " Old Mission Trail" Betwn Oso Ave & Limekiln Canyon	Porter Bill Lease No. DL 64635-01-01, 07- LA-118-PM-4.0,City Contract No. 111575, Account # 064635-01-01	\$4,550.00	Annually, May 1st	50 years	January 1, 1987 - December 31, 2037	Area 14 acres, 617,412 sq. ft.,1st Phase Improvements to be complete by August 1, 2008, 2nd Phase completed by August 1, 2014, 5 parcels, Rim of the Valley trails Site.	<input checked="" type="checkbox"/>
2	13	101 Fwy, Normandie to Santa Monica, Lemon Grove Rec Center Betwn Hobart Place & Lemon Grove Along the 101 Fwy, "Lemon Grove Rec Center"	District Agreement No. 101 R52/R5.4		Open	Open	November 19, 1991- Open	Area .10 acres, No fee, City responsible for Maintenance in exchange for use.	<input checked="" type="checkbox"/>
3	13	2 Fwy, "Tommy Lasorda Field" Along 2 Fwy, Duane St. , Waterloo St	District Account No. 15270-001-01, County LA, Rte 2 , P.M. 14.2	\$1.00	Annually, April 1st	17 years	1999- March 31, 2026	New Lease, 1.8 acres Exp. Date 13, 2010	<input type="checkbox"/>
4	2	170 Fwy, Strathern & Whitsett, Saticoy - Strathern, Along the 170 Fwy, Babcock and Whitsett, "Strathern Park West"	Account No. 07-000415-0001-01, Lease No. DL 000415-01-01, 07-LA-170-18.8	\$100.00	Annually, November 1st	50 years	November 1, 1976 -October 31, 2026	Bd Office File No. 183, Area 9.38 acres	<input checked="" type="checkbox"/>
5	2	170 Fwy, "Valley Plaza", Sherman Way E., Vanowen St- Hart St along Rhodes Ave and 170 Fwy	Account No. 07-000384-0001-01 , DL 000384-01-01, Lease 07-LA-170-17.3	\$100.00	Annually, June 1st	50 years	June 1, 1976 - May 31, 2026	Bd Office File No. 179, Area 2.391 acres, 104,175	<input checked="" type="checkbox"/>
6	14	134 Fwy, Eagle VI Station Drive , " Eagle Rock Center", Colorado & Eagle Rock, Eagle Vista Drive	Account No. 07-29582-0001-01, Lease No's. 0 7-134-11.1, Porter Bill Lease No. 029582-01-01	\$100.00	Annually, December 1st	50 years	Dec 1, 1975- November 30, 2025	Bd Office File No. 175, Area	<input checked="" type="checkbox"/>

These sites #2&3, are not planned on being offered for disposal at this time(2024).

ID	Council District	Property Location, Name	Lease #, DL #	Rental/Lease Fee	Fee Due Date	Term	Term Period	Comments	Porter Bill Lease
7	14	Proposed 710 Fwy Route, "El Sereno Community Garden" Lease, Huntington Dr. & Lowell Ave.	File Ref. & Tenancy No. 07-030505-0001-01	\$100.00	Annually, May 1st	3 years	May 1, 2011- April 30, 2016	Lease Renewal 281, Area 33,786 sq. ft., Located Lowell and Huntington Dr. on 710 Rte. Site operated by LACC	<input type="checkbox"/>
8	14	El Sereno 5520 Concord Ave-Lowell, Alhambra & Concord, Alhambra and Concord Park	RAP Lease #285, File Ref No. 07-01801-0001-04	\$100.00	Annually, August 1st	25 years	August 1, 2011 - July 31, 2036	Area .81 Acres , 35,283 sq ft.	<input type="checkbox"/>
				\$5,051.00					