

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

December 9, 2021

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **REQUEST TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE LIBRARY DEPARTMENT, THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING AND THE DEPARTMENT OF RECREATION AND PARKS FOR THE JOINT USE OF A PORTION OF THE PIO PICO-KOREATOWN BRANCH LIBRARY PROPERTY LOCATED AT 694 SOUTH OXFORD AVENUE FOR RECREATIONAL AND LIBRARY PURPOSES**

RECOMMENDATIONS:

That the Board of Library Commissioners:

1. Approve the attached Memorandum of Agreement (MOA) which enables the Department of Public Works, Bureau of Engineering (BOE) and the Department of Recreation and Parks (RAP) to use a portion of the Pio Pico-Koreatown Branch Library property, currently a surface parking lot used by LAPL patrons, to construct and install improvements thereon and to jointly use such property with LAPL for recreational and library purposes;
2. Authorize the City Librarian and City Attorney to make technical changes to the MOA;
3. Authorize the President of the Board of Library Commissioners to execute the MOA, subject to the required approvals; and
4. Adopt the attached Resolution regarding the use of the Pio Pico-Koreatown Branch Library property.

BACKGROUND:

1. Summary

RAP proposes to build a park on Pio Pico-Koreatown Branch Library property where there is currently a surface parking lot used by library patrons. This report provides background about the proposed park and improvements (collectively, "PARK"), the

legality of the joint use of such Library property for recreational and library purposes, information about funding for the PARK, and highlights of the proposed MOA.

2. Park Project Description

The Pio Pico-Koreatown Branch Library is located at 694 South Oxford Street in Council District 10 in the Koreatown area of Los Angeles. RAP proposes to develop a PARK on approximately 10,760 square feet of land located at the western portion of the Pio Pico-Koreatown Branch Library that is currently being used as a surface parking lot for LAPL patrons. PARK amenities are expected to include benches, park lighting, landscaping, a shade structure, and a children's playground. The proposed park is currently known as the Pio Pico Park. As part of this project an underground parking structure will be constructed for use by both LAPL and PARK patrons. Additionally, existing restrooms within the Library will be expanded to accommodate PARK patrons and improvements will be made on the façade of the Pio Pico-Koreatown Branch Library, including new signage. The PARK to be constructed and installed on land owned and controlled by LAPL will not be set aside, dedicated for recreational purposes, owned or controlled by RAP.

3. Pio Pico-Koreatown Branch Library Property

The Pio Pico-Koreatown Branch library is located at 694 S. Oxford St., Los Angeles, CA 90005. The Los Angeles Public Library (LAPL) purchased the 20,000-square-foot building and the adjacent parking lot in 1998 with funds from the 1989 Proposition 1 bond issuance. This site is surrounded by commercial buildings and mixed-use developments.

The property contains four (4) mature trees along the north boundary of the parking lot. These trees will not be removed to accommodate the proposed park and their roots and canopies will be protected throughout the project.

The Branch parking lot is approximately 0.6 acres in size. It is paved and is used daily by the patrons of the Branch. The parking lot contains sixty (60) parking spaces which includes three disabled person spaces.

The parking lot has an electronic gate. Parking is free for two hours with a parking ticket validation provided inside the Branch. After two hours, the cost to park in the lot is \$1 per hour with a maximum of \$8. The Department of General Services (GSD) staffs the gate during business hours and takes payments for parking. The parking lot is locked when the Branch is closed.

The proposed underground parking facility to be used by PARK and library patrons will consist of a minimum of fifty (50) parking spaces. BOE shall be responsible for ensuring all parking requirements meet the Americans with Disabilities Act (ADA) specifications. LAPL will continue to contract with GSD for the operation of the underground parking structure.

4. Use of Library Assets

The Los Angeles City Charter Section 534 states that the Board of Library Commissioners “shall have full control over all library sites and none of these sites shall be devoted to any other purpose in whole or in part without permission from the Board.” Therefore, no construction will begin without approval from the Board. LAPL staff will ensure that the Board of Library Commissioners is informed of the progress of the project and has the opportunity to provide input for the project.

5. Funding

Funding has been secured by Council District 10 for the project and this project is fully funded. With this funding, RAP and BOE were able to hire the design firm JFAK Architects to design the PARK and the new underground parking structure at no cost to LAPL.

6. Memorandum of Agreement

The proposed MOA between LAPL, BOE, and RAP is attached to this report. The MOA describes the roles and responsibilities of LAPL, BOE, and RAP regarding the use of a portion of the Pio Pico-Koreatown Branch Library as a site for a PARK and a new underground parking facility. These responsibilities include such items as park security, maintenance, and the operation of the underground parking facility. The MOA also outlines the role of LAPL in the final approval of the design of the PARK and underground parking facility.

7. Resolution

The proposed Library Resolution is attached to this report. The Resolution approves the MOA between LAPL, BOE, and RAP.

Attachments

Prepared by: Joyce Cooper, Director of Branch Libraries

Reviewed by: Susan Broman, Assistant City Librarian
Madeleine M. Rackley, Business Manager
Emily Fate, Assistant Director of Branches
Paul Montgomerie, Principal Librarian
Eloisa Sarao, Director of Facilities and Event Management

LIBRARY RESOLUTION NO. 2021-XX

WHEREAS, the Library Department (hereinafter referred to as the “Los Angeles Public Library” or as “LAPL”) owns the property located at 694 South Oxford Street, Los Angeles, CA 90005, known as the Pio Pico-Koreatown Branch Library; and

WHEREAS, the Department of Public Works, Bureau of Engineering (hereinafter referred to as “BOE”) and the Department of Recreation and Parks (hereinafter referred to as “RAP”) desire to improve a portion of the Pio Pico-Koreatown Branch Library for use as a park for recreational purposes, currently referred to as the Pio Pico Park; and

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

WHEREAS, LAPL, BOE, and RAP recognize that the proposed uses of the PREMISES described as a portion of Assessor Parcel Number (APN) 5093-006-900; would best serve the public at this time by providing recreational and LAPL purposes and desire to enter into a Memorandum of Agreement (MOA); and

WHEREAS, the City has the ability and resources to develop the PREMISES for recreational and park purposes at no cost to LAPL, including the construction of an underground parking facility for park and LAPL patrons; and

WHEREAS, RAP has the ability, resources and authority per City Charter Section 590(a)(1) to maintain the PREMISES for recreational and park purposes throughout the term of this MOA at no cost to LAPL; and

WHEREAS, the City and RAP have dedicated funds to develop the PREMISES and to construct an underground parking facility at no cost to LAPL and LAPL shall not be liable for any reimbursement to the City as this is not a function or responsibility of LAPL; and

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

WHEREAS, improvements to the PREMISES proposed by BOE and to be maintained by RAP would also allow the PREMISES to be used by LAPL for library purposes at no costs to LAPL; and

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

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all LAPL sites:

THEREFORE, RESOLVED, That the Board of Library Commissioners hereby approves the use of a portion of the Pio Pico-Koreatown Branch Library by RAP for joint recreational and Library purposes, subject to the terms and conditions of the MOA; and

FURTHER RESOLVED, That the Board of Library Commissioners approves the MOA between LAPL, BOE, and RAP for the improvement, use and maintenance of a portion of the Pio Pico-Koreatown Branch Library agreeing to the terms and conditions therein.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

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

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into by and between the Library Department, a municipal corporation acting by and through its Board of Library Commissioners (hereinafter referred to as "LAPL"), the Department of Public Works, Bureau of Engineering, acting by and through its Board of Public Works Commissioners (hereinafter referred to as "BOE"), and the Department of Recreation and Parks, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "RAP"), for the development and joint use of a portion of the Pio Pico-Koreatown Branch Library site to be improved and maintained for recreational and park purposes during the term of this

MOA as further described herein. LAPL, BOE, and RAP may be referred to individually as a “PARTY” or collectively as the “PARTIES.” The City of Los Angeles may be referred to as “City” or “CITY.”

RECITALS

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

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

WHEREAS, the PREMISES is identified as a portion of Assessor Parcel Number (APN) 5093-006-900; and

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

WHEREAS, the City has the ability and resources to develop the PREMISES for recreational and park purposes at no cost to LAPL, including the construction of an underground parking facility for park and LAPL patrons; and

WHEREAS, RAP has the ability, resources and authority per City Charter Section 590(a)(1) to maintain the PREMISES for recreational and park purposes throughout the term of this MOA at no cost to LAPL; and

WHEREAS, the City and RAP have dedicated funds to develop the PREMISES and to construct an underground parking facility at no cost to LAPL, and LAPL shall not be liable for any reimbursement to the City as this is not a function or responsibility of LAPL; and

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

WHEREAS, improvements to the PREMISES proposed by BOE and to be maintained by RAP would also allow the PREMISES to be used by LAPL for library purposes at no costs to LAPL; and

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

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all LAPL sites, and on December 9, 2021, the Board of Library Commissioners approved the use of the PREMISES to be improved by BOE and for the park portion of the PREMISES to be maintained by RAP (Library Board Resolution No. 2021-XX [C-XX]) subject to the terms and conditions of this MOA; and

WHEREAS, On DATE, 2021, the Board of Public Works approved and agreed to provide resources to develop and construct PREMISES for recreational and park purposes, including the construction of an underground parking facility, all at no cost to LAPL (Public Works Board Report No. 1) subject to the terms and conditions of this MOA; and

WHEREAS, Los Angeles City Charter Section 590 grants the Board of Recreation and Park Commissioners the authority to improve and maintain parks and recreational facilities, and on DATE, 2021, the Board of Recreation and Park Commissioners approved the joint use of the PREMISES for recreational and park purposes (RAP Board Report No. XX-XXX) subject to the terms and conditions of this MOA.

NOW THEREFORE, the PARTIES hereby agree to the following terms and conditions for the development, improvement, use and maintenance of the PREMISES all at no cost to LAPL, except for BOE shall only be responsible for the Project Management, Design and Construction of the funded development and improvements as agreed to here-in, in as much as funding is provided for such development and improvements.

SECTION 1 – PURPOSE

The purpose of this MOA is to authorize the design, construction, and improvements of PREMISES by BOE, including the construction of an underground parking facility by BOE, and the use of PREMISES by RAP to maintain and operate the park portion PREMISES for recreational and park purposes for the benefit of the community, subject to the terms and conditions of this MOA. In addition, GSD will operate and maintain the parking structure to be constructed on PREMISES, per an amended agreement with LAPL.

Ownership of PREMISES, as defined in Section 2 (“Description of Premises”) of this MOA, will remain with LAPL. Pursuant to City Charter Section 534, the Board of Library Commissioners reserves the right to exercise “full control over” the PREMISES which includes, but is not limited to, the right to sell, lease, transfer, pledge, hypothecate or revoke the aforementioned use of PREMISES if determined by LAPL in its sole

discretion to be in the best interest of LAPL and the public, subject to the terms and conditions set forth in Section 3 ("Term") of this MOA. Accordingly, the *PREMISES will not be set apart and/or dedicated as a park to be owned or controlled by RAP at any time*. LAPL shall not be held financially liable for funds secured, provided and/or expended for the design and construction of the park at the Pio Pico-Koreatown Branch Library and design and construction of the underground parking garage at the Pio Pico-Koreatown Branch Library.

SECTION 2 – DESCRIPTION OF PREMISES

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

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

SECTION 3 – TERM

The term of this MOA will commence on execution of this agreement, and will expire fifty (50) years from this date, unless terminated earlier by written agreement of both LAPL and RAP.

Before construction of the park is completed, and receives final acceptance by the Board of Recreation and Parks, any PARTY may terminate this MOA without cause by providing the other PARTY 180 day's formal written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic mail. BOE and RAP agree to be responsible for all costs incurred should any PARTY terminate this MOA and for any possible reimbursement required by the City of Los Angeles for funding of the design, construction and improvements. LAPL will not be responsible for any outstanding costs or debt incurred or reimbursement to the City of Los Angeles should any PARTY terminate this MOA. Once the park is completed, BOE shall no longer be a PARTY to this MOA.

In event of such termination, the City shall incur all costs for design, construction, and continued maintenance of the PREMISES until such time as park portion of the PREMISES is returned to a condition as approved in writing by the City Librarian. Should this MOA terminate before construction is completed, BOE and RAP shall return the PREMISES to a usable and functional parking lot, as approved in writing by the City Librarian, at no cost to LAPL or BOE. GSD will continue to provide support for the parking structure per the terms of the agreement with LAPL.

SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

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

1. Design and Construction:

- a. BOE shall include LAPL and RAP staff in design and construction meetings. Final approval of the design will be submitted by BOE to LAPL and shall be subject to written approval and acceptance by the City Librarian. In addition, all changes to the project shall be provided to the City Librarian for approval in writing.

RAP shall incur all costs associated with the design and construction of PREMISES, including, but not limited to, obtaining permits and other administrative approvals and/or requirements. This includes all aspects of design and construction of the underground parking facility.

- b. BOE shall make every effort to work with its construction contractor to ensure that access is available to the Pio Pico-Koreatown Branch Library for LAPL staff and patrons during normal LAPL operating hours, Monday through Saturday, throughout the construction of PREMISES. The Pio Pico-Koreatown Branch Library is closed on Sundays.
- c. From time to time during the course of construction there may be times when access to LAPL PREMISES to staff and or patrons may be limited or unavailable. In such case(s), BOE and/or its contractor shall notify LAPL staff a minimum of 72 hours in advance, or longer if possible, of such activities.
- d. BOE shall make every effort to work with its constructor to ensure that access is available to ensure that functional and appropriate access is available for LAPL shipping and delivery staff and vehicles between the hours of 6:00 am and 5:00 pm, Monday through Saturday, during construction of PREMISES. The determination of appropriateness regarding access shall be at the sole discretion of the City Librarian, and BOE shall comply with LAPL requests to ensure such staff and vehicles are at all times able to perform their functions.
- e. BOE shall be responsible for coordinating the advertisement and bidding of the project as well as award of the project, by and through its Board of Public Works. The staff of RAP and LAPL shall have the right to review and comment on all bids received; however, the Board of Public Works shall have final say over the award.
- f. The Board of Library Commissioners, by their approval of this MOA, shall agree to issue a Right of Entry to the selected contractor onto the property for the purpose of construction of the project.

2. Improvements to LAPL building:

- a. BOE shall provide improvements to the Pio Pico-Koreatown Branch Library building, including, but not limited to:
 - i. New curtain wall windows
 - ii. New window seat and window on the ground floor
 - iii. New canopy over the entrance
 - iv. New signage for the Pio Pico-Koreatown Branch Library. The signage may be attached to the building or placed separately on the Pio Pico-Koreatown Branch Library property.
- b. All costs for improvements to the LAPL building, including but not limited to canopies or façades, shall be borne by City, at no cost to LAPL or RAP.
- c. Such design of improvements, including but not limited to proposed canopies or façades, shall be submitted to the City Librarian for written approval prior to construction and/or installation.
- d. After installation of the canopy and the signage attached to the Pio Pico-Koreatown Branch Library, and after the expiration of the applicable warranty period on the installation, LAPL will be responsible for all repairs and/or replacement or removal costs necessary throughout the life of improvements to LAPL building, including canopies or façades.

3. Art Work:

- a. BOE, in consultation with the Department of Cultural Affairs, Percent for Art Program, shall be responsible to provide any required artwork on PREMISES at no cost to LAPL. Such artwork shall be submitted to LAPL for written approval and acceptance by the Board of Library Commissioners prior to installation.
- b. BOE shall be responsible for any art development fees incurred in relation to the design, construction and/or improvement of PREMISES at no cost to LAPL.

4. Signage:

- a. BOE shall include in the project design, at no cost to LAPL, signage for the Pio Pico-Koreatown Branch Library, to be funded by the project budget. Such design of proposed signage shall be submitted to LAPL for written approval and acceptance by the City Librarian prior to fabrication and installation.

- b. LAPL shall be responsible for all repairs and/or replacement or removal costs necessary throughout the life of the signage, after the expiration of the applicable warranty period on the installation.

5. Underground Parking Facility:

- a. BOE shall provide an underground parking facility to be used by park and LAPL patrons to consist of a minimum of fifty (50) parking spaces at no cost to LAPL. BOE shall be responsible for ensuring all parking requirements meet the Americans with Disabilities Act (ADA) specifications.
- b. BOE shall provide any required bicycle spaces that comply with all statutes and requirements or as requested and/or approved by the City Librarian.
- c. The underground parking facility shall include, but not be limited to: access to the facility by means of security gates/doors, a parking collection booth, storage closet, and elevator access to ground level for the public to access both the PREMISES and Pio Pico-Koreatown Branch Library.
- d. BOE has coordinated for an internet system to be used in the underground parking facility for cameras, the parking control system and internet access. This system will be an independent system installed and maintained by the Information Technology Agency (ITA) that will not use existing LAPL internet networks.
- e. BOE shall include a storage area to meet RAP specifications to store landscape maintenance equipment and items. Such storage area will not affect the minimum number of parking spaces stated in Section 5.a. of this MOA.
- f. BOE shall be responsible to provide a methane ventilation system in the underground parking facility that complies with all statutes and requirements.
- g. BOE shall be responsible to identify and secure funds and perform all structural repairs to the underground parking facility during the one year warranty period at no cost to LAPL. Such repairs shall also include repairs caused by design and/or construction related causes. Should the underground parking facility be closed and/or unavailable to the public during such structural repairs or other reasons due to design and/or construction related causes, as determined at the sole discretion of the City Librarian, BOE shall secure funding and identify and secure parking

for park and LAPL patrons during the repair period at no cost to LAPL. Such parking shall consist of a minimum of fifty (50) parking spaces and be available during normal LAPL operating hours.

6. Sidewalk Replacement (Willits Settlement):

- a. BOE shall replace all public sidewalks surrounding the PREMISES and the Pio Pico-Koreatown Branch Library in accordance with the Willits Settlement, at no cost or liability to LAPL and with no reimbursement requirement to the City of Los Angeles by LAPL.
- b. BOE shall provide LAPL with the Certificate of Sidewalk Compliance prior to LAPL final acceptance of PREMISES and prior to authorizing RAP to use PREMISES for recreation and park purposes.

7. Fencing Funds:

- a. The City shall provide \$230,000 to be used for fencing of the PREMISES. Installation of fencing will occur during the park construction process. This amount includes a 15% contingency amount for changes that may need to be made during construction.

8. LAPL Restroom Reimbursement:

- a. The City shall provide LAPL funds in the amount of \$325,000 for restroom upgrades in the Pio Pico-Koreatown Branch Library. All PARTIES agree and recognize that restroom upgrades will be necessary to accommodate the additional use by park patrons. LAPL will oversee the upgrades to the restrooms and construction will be completed by GSD.
- b. BOE and/or RAP may, with the prior written approval of the City Librarian, construct a restroom on the PREMISES for use by park patrons. Such construction shall not remove or reduce the financial requirement by BOE in Section 8.a. above.

9. Auditing and Accounting:

- a. RAP or the Department of Public Works, Office of Accounting shall be the PARTY solely responsible for reporting all funding and expenditures in relation to this MOA for the design and construction of PREMISES, including, but not limited to, all accounting and auditing aspects associated with funds and expenditures the money provides construction of PREMISES.
- b. RAP shall be the PARTY responsible for securing and reporting all funding and expenditures in relation to this MOA for the maintenance of

PREMISES, including, but not limited to, all accounting and auditing aspects associated with the maintenance and repairs of PREMISES.

- c. LAPL will not be responsible for any audit or accounting requirements regarding the design and/or construction of PREMISES, except for the \$325,000 to be used for the restroom upgrades that are provided by the City for which LAPL shall provide a full accounting of all expenditures.

10. Final Acceptance by LAPL:

- a. BOE shall inform LAPL and RAP of the completion of the PREMISES and request final acceptance in writing by the City Librarian and the Board of Public Works prior to any formal dedication and/or press release announcing the completion or opening of the PREMISES.

11. Marketing and Promotion:

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

B. Department of Recreation and Parks (RAP)

Upon the completion of the construction of the PREMISES to a park area and underground parking by BOE and acceptance by the Board of Public works and LAPL per Section 4.A.10.a. above, then LAPL shall provide RAP with written authorization to use and maintain the park portion of the PREMISES for recreational and park purposes, subject to the following terms and conditions:

1. Joint Use:

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

2. Maintenance:

- a. RAP will maintain the park improvements on the park portion of the PREMISES at no cost to LAPL.

3. Amenities, Equipment and Improvements:

- a. RAP may install amenities (e.g., benches, picnic tables, drinking fountains, etc.) and equipment (e.g., playground equipment, outdoor gym equipment, etc.) for public use at no cost to LAPL. RAP will provide, maintain and repair amenities and equipment as-needed and at no cost to LAPL.

- b. Upon the termination date of this MOA or written notice of sooner termination, all the equipment (as described in Section 4.B.3.a.) can be removed by RAP unless the agreement is extended between RAP and LAPL.
 - c. RAP shall obtain prior written approval from LAPL for any fixed structure (e.g., storage shed, pavilion, stage, etc.) proposed by RAP to be constructed on PREMISES after completion of construction.
 - d. RAP shall be responsible for the maintenance, repair and/or replacement of all irrigation expenses and equipment throughout the life of the park portion of PREMISES.
4. Utilities:
- a. RAP shall be responsible for all utility costs related to the park portion of PREMISES as there will be a separate electricity sub-meter and a separate water meter installed.
5. Rules of Conduct:
- a. RAP shall enforce the most current RAP Regulations (City of Los Angeles Ordinance 63.44) on the park portion of the PREMISES.
6. Security:
- a. As in the case where there are other parks co-located with libraries, RAP will be responsible for security for the park and LAPL will be responsible for security for the Pio Pico-Koreatown Branch Library. If security becomes an issue at the park, RAP and LAPL agree to work together to address the issue.
 - b. Should it become necessary or required to install security or surveillance cameras on the PREMISES, RAP and LAPL shall equally share the cost for equipment and installation.
7. Emergencies:
- With respect to the park portion of PREMISES, RAP shall be responsible for performing any action necessary in response to any emergency repairs or improvements. This shall include the assessment, repair and/or containment (e.g., fencing) of the park portion of PREMISES to ensure the safety of the community.
8. Park Events and Programs:

To avoid conflicts in scheduling of events and programs on PREMISES, RAP shall coordinate all events and programs with LAPL. Availability for all events shall be on a first-come, first-served basis. LAPL shall maintain an online schedule of events and programs on PREMISES and shall provide RAP with online access to the schedule. LAPL and RAP shall agree on a process to resolve disputes about the schedule and about the use of the PREMISES.

12. Auditing and Accounting:

- a. RAP shall be solely responsible for reporting all funding and expenditures in relation to this MOA for the maintenance park portion of PREMISES, including, but not limited to, all accounting and auditing aspects associated with the maintenance and repairs park portion of PREMISES.
- b. LAPL will not be responsible for any audit or accounting requirements in regards to the maintenance and/or repairs park portion of PREMISES, or any other related matter.

9. Marketing and Promotion:

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

C. Los Angeles Public Library

1. Joint Use:

- a. LAPL is authorized to use the park portion of PREMISES throughout the term of this MOA for LAPL programming and LAPL events with no rental fee.

2. Park Events and Programs:

- a. LAPL shall maintain a schedule of events and programs to be held on PREMISES and shall provide RAP a copy of such on a monthly basis.

3. Security:

- a. LAPL will provide and arrange for any security needs for LAPL programming and LAPL events held on PREMISES.

4. Design and Construction:

- a. LAPL will designate staff to participate in PREMISES design and construction meetings.

5. Name Approval:

- a. The naming of the park portion of PREMISES shall be subject to the written approval by LAPL Board of Library Commissioners.

6. Wireless Internet Access:

- a. Outdoor Wi-Fi for the PREMISES will be provided by LAPL.

7. Underground Parking Facility:

- a. LAPL will coordinate parking operations and/or maintenance with the Department of General Services (GSD). LAPL retains the right to operate and/or maintain the underground parking facility through self-operation or contract. RAP shall, at its own cost, provide maintenance and repairs for any portion of the underground parking facility provided to RAP for storage or other use.
- b. All parking fees shall be collected and retained by LAPL to be used towards the operation and maintenance of the Pio Pico-Koreatown Branch Library to support library operations, library programming, library materials, collections and the operation and maintenance of the parking garage.
- c. RAP staff is allowed to enter the parking facility free of charge during the performance of their duties for the park portion of the project.
- d. LAPL will retain ownership of the underground parking structure.
- e. The Department of General Services (GSD), upon the completion of the construction of the PREMISES, shall be responsible for the maintenance of the underground parking structure, as well as the LAPL portion of the PREMISES, under amended agreements between LAPL and GSD.
- f. LAPL will contract with GSD Parking Services to provide parking attendants for the underground parking facility during open hours. The parking attendant will be responsible for cleaning the parking structure and responding to public inquiries and requests for assistance in the

underground parking facility. GSD Parking Services will provide direct billing for all services provided to LAPL. GSD Parking Services will also be responsible for:

- i. Reviewing and approving parking equipment to be used in the underground parking facility.
- ii. Underground parking facility maintenance, including restriping of the parking facility.
- iii. Maintenance of parking equipment.
- iv. Collection of parking fees and the deposit of those fees into an LAPL account.

SECTION 5 – REPRESENTATIVES OF THE PARTIES

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

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

- B. Department of Recreation and Parks
Michael A. Shull, General Manager
221 North Figueroa Street, 3rd Floor
Los Angeles, CA 90012
Telephone: (213) 202-2633

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

- C. Department of Public Works, Bureau of Engineering
Gary Lee Moore, PE, City Engineer
1149 South Broadway, 7th Floor
Los Angeles, CA 90015
Attn: Alex Ngo
Telephone: (213) 485-8521

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

- D. PARTIES reserve the right to appoint a Division Manager level employee to act as a representative in the absence of the above stated representatives.
- E. Formal notices, demands and communications required hereunder by any PARTY shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, or by electronic mail, and shall be deemed communicated five (5) business days after mailing.

SECTION 7 – ACCEPTANCE OF PREMISES

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

SECTION 8 – INDEMNIFICATION AND LIABILITY

Each PARTY undertakes and agrees to promptly pay, reimburse, cover, and otherwise be financially responsible to the other PARTIES for any and all costs arising in any manner by reason of, or incidental to, that PARTY's respective performance under this MOA. Such costs shall include, without limitation, all costs of litigation, claims, losses, demands, expenses, damage or liability of any nature whatsoever (including for death or injury to any person, including Licensee's employees, contractors and agents), or damage or destruction of any property of either party hereto or of third parties.

SECTION 9 – RESOLUTION OF DISPUTES

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

PARTIES agree that any and all costs incurred to resolve any issue involving park portion of PREMISES, including, but not limited to, maintenance, repairs and/or improvement matters will be borne equally by BOE and RAP.

SECTION 10 – FORCE MAJEURE

None of the PARTIES hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this MOA due to causes beyond the control of that PARTY including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, landslides, acts of public enemies, acts of superior governmental authority, floods, fires, riots,

rebellion, sabotage, or any other circumstance for which such PARTY is not responsible and which is not in its power to control.

The PARTIES agree that all costs to repair and/or replace PREMISES due to such events described above shall be the sole responsibility of RAP. At no time shall LAPL be responsible for costs incurred or reimbursement to CITY for any manner of repairs and/or replacement of PREMISES. Also, at no time shall LAPL be responsible for costs incurred or reimbursement to the CITY for any manner of repairs and/or replacement of the underground parking facility.

SECTION 11 – INCORPORATION OF DOCUMENTS

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

Exhibit A Pio Pico-Koreatown Branch Library Premises Diagrams

(Signature Pages to Follow)

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

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

By _____
BÍCH NGỌC CAO
President

By _____
SYLVIA PATSAOURAS
President
Board of Library Commissioners
Board of Recreation and Parks

Date _____

Date _____

By _____
GREG GOOD
President

Board of Public Works

Date _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
EDWARD (TED) JORDAN
Assistant City Attorney

Date _____

Date _____

By _____
MICHAEL DUNDAS
Deputy City Attorney

Date _____

ATTEST:

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

By: _____
Deputy City Clerk

Date: _____