

APPROVED

MAR 04 2009

REPORT OF GENERAL MANAGER

NO. 09-062

DATE March 4, 2009

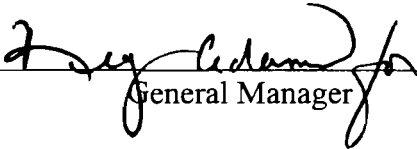
BOARD OF RECREATION
and PARK COMMISSIONERS

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RITCHIE VALENS PARK - GIFT AGREEMENT WITH NIKE USA, INC., AND THE LA84 FOUNDATION FOR A DONATION CONSISTING OF THE DESIGN AND CONSTRUCTION OF A STATE-OF-THE-ART STREET SKATE PLAZA

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	<u>MS</u>


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Gift Agreement (Agreement), substantially in the form on file in the Board Office, with NIKE USA, Inc., (Nike) and the LA84 Foundation (Foundation) for a gift consisting of the design and construction of a street skate plaza at Ritchie Valens Park, subject to the approval of the Mayor and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY:

As a gift to the City of Los Angeles (City), Nike and Foundation (collectively referred to as Donors) have offered to fund the design and construction of a state-of-the-art street skate plaza (Plaza) at Ritchie Valens Park (Park), located at 1501 E. 41st Street, Los Angeles, CA 90011. This is only one of several sites at which Nike and LA84 Foundation have made generous donations of various field, court, and now skate plaza resurfacing and construction projects. Donors and the Department wish

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-062

to continue this valuable relationship in order to provide the youth of Los Angeles with opportunities to play, train, and recreate on state-of-the-art athletic and recreation facilities. Any additional sites and projects identified and mutually agreed to by the Department and Donors in the future, shall be considered separate from this Agreement.

Donors are providing this generous Gift through Nike's "Let Me Play" program, which provides grants to community groups and government entities in support of the promotion of sport and recreation in an effort to get youth active and to promote positive social change.

Nike has partnered with various market-leading, design-build skate plaza companies which adhere to Nike's requirements related to materials and design to create sustainable, high-quality, high-performance sports and recreation facilities. Pursuant to Donor requirements, and the terms and conditions of the proposed Agreement, Donors shall contract with California Skateparks (Contractor) for the amount of \$300,000. Donors shall fund the entire project at their sole expense and at no cost to the City.

The plans and specifications for the proposed Project have been reviewed and approved by staff from the Department's Planning and Development division. A rendering of the proposed design has been attached here as Exhibit-A. Department staff shall assist the Contractor in obtaining all necessary permits, authorizations and consents, as well as right of entry to the project location to perform the necessary work, and will oversee the construction process.

Nike and its affiliated vendors have funded and worked successfully with City staff in the past on several similar projects, such as the installations of synthetic soccer fields at Glassell, Algin Sutton, and Lafayette Recreation Centers, the installation of synthetic basketball courts at Green Meadows Recreation Center, the resurfacing of an outdoor court at 6th and Gladys Park, the development of a mini-pitch soccer field at Hubert Humphrey Recreation Center, and indoor, gymnasium basketball court refurbishments at four (4) separate park sites: Lincoln Park, Harbor City Recreation Center, Ramona Gardens Recreation Center, and Central Recreation Center.

In exchange for the proposed Gift, and with the understanding that the term of the proposed agreement is three (3) years from the date of its execution, the Department will agree to terms and conditions including, but not limited to, the following:

1. Maintaining the Plaza in a safe and attractive manner consistent with the image and reputation of Donors, and the terms and conditions of the product warranty;
2. Acknowledging Nike and LA84 Foundation as Donors on applicable Department written materials, news releases, and related marketing or publicity including, but not limited to, a "kick-off" press conference and/or Plaza dedication event;

REPORT OF GENERAL MANAGER

PG. 3

NO. 09-062

3. Assisting and cooperating in a mutually acceptable Plaza dedication event at the Field;
4. Allowing Donors the right to publicize, show photographs, and use the name of the Plaza and otherwise promote the Donors' contribution;
5. Allowing Donors the right to use the Plaza from time to time for special events, upon reasonable notice and subject to the approval of the Department;
6. Allowing Donors to incorporate their logo(s) and/or trademark(s) as part of the Plaza design, subject to the Department's prior review and approval;
7. Allowing Donors the right (but not the obligation) to place and remove on or around the Plaza, their logo(s), trademark(s), and other signage, marks and/or insignia as related to events held at the Plaza, subject to the approval of the Department; and,
8. Allow Nike and/or LA84 Foundation to operate a booth or similar area for strictly promotional purposes at Nike and/or LA84 Foundation events held at the Plaza.

The performance of the above requirements shall not interfere with Department programming and/or prescheduled events at the Plaza. Donors will coordinate with the Department prior to committing the Plaza to any events not operated by the Department.

Staff has determined that this project will consist of an Agreement between the Department and Donors for the design and installation of a street-skate plaza at Richie Valens Park, to compliment the Park's existing recreational amenities offered at the Park. The skate plaza will be an accessory facility to the existing recreational uses at the park. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1a, Class 1, Category 14; Section 1(d), Class 4, Category 1 and 6; and Section 1k, Class 11, Category 3 of the City CEQA Guidelines.

The Council Member for Council District Seven, the Assistant General Manager of Operations West and the Superintendent of the Valley Region support the recommendations contained in this report.

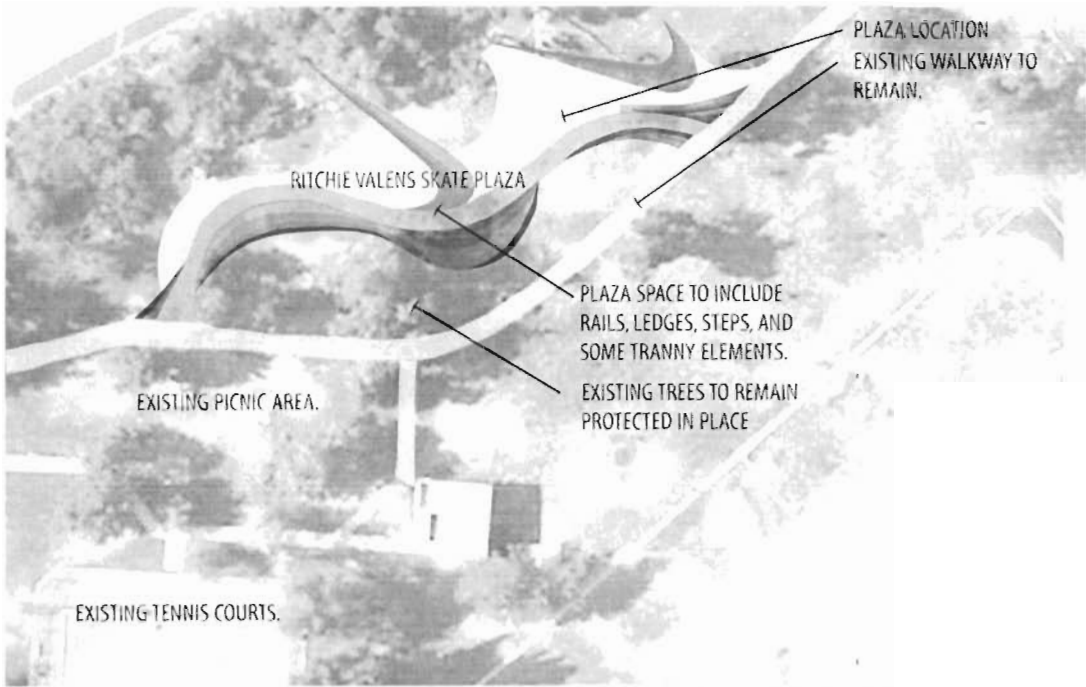
FISCAL IMPACT STATEMENT:

This project should not have any impact on the Department's General Fund, as the costs of the Plaza's design and construction will be paid entirely by the Donors.

This report was prepared by Joel Alvarez, Senior Management Analyst from the Department's Real Estate and Asset Management Section.

EXHIBIT-A

Ritchie Valens Skate Plaza Site Plan



RITCHIE VALENS SKATE PLAZA

