

0150-10095-0000

**TRANSMITTAL**

TO The City Council	DATE JUN 27 2014	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 5	

**Agreement with Los Angeles Pétanque Club, Inc. for the Shared Use of the Pétanque  
Courts on Park Property at Cheviot Hills Recreation Center**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act,  
otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).  
See the City Administrative Officer report attached.

  
(Ana Guerrero)

MAYOR

MAS:LGC:08140112t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: June 23, 2014

CAO File No. 0150-10095-0000

Council File No.

Council District: 5

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Letter to the Mayor from the Board of Recreation and Park Commissioners dated October 21, 2013; referred by the Mayor on October 21, 2013

Subject: **AGREEMENT BETWEEN CITY OF LOS ANGELES AND LOS ANGELES PÉTANQUE CLUB, INC. FOR THE SHARED USE OF THE PÉNTAQUE COURTS ON PARK PROPERTY AT CHEVIOT HILLS RECREATION CENTER**

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### SUMMARY

At its meeting of October 16, 2013, the Board of Recreation and Park Commissioners (Board) approved the proposed Agreement between the City of Los Angeles (City) and Los Angeles Pétanque Club, Inc. (LAPC), a non-profit corporation, for the operation of the Pétanque program (Program) and maintenance of the pétanque courts at Cheviot Hills Recreation Center at no cost to the City. The ten year agreement will become effective upon contract execution and is subject to favorable annual performance reviews. LAPC shall pay an annual cost recovery fee of \$1,068.

The City through the Department of Recreation and Park (Department) owns and operates the Cheviot Hills Recreation Center, located at 2551 Motor Ave in Council District 5, which includes the pétanque courts (Premises). The Premises is composed of 11 playing areas, 15 benches, five picnic tables, a storage unit, and several locker units.

Pursuant to the terms of the proposed Agreement, the City shall allow LAPC use of the Premises on a priority basis during specified times, provided that LAPC operates the Program and maintains the Premises including a portion of the shared use area at no cost to the City. LAPC shall be allowed to use the Premises on a priority basis during specified times on Mondays, Thursdays, Saturdays, and one Sunday every month. Permitted use of the Property includes holding fundraisers, tournaments, lessons, and approved special events and performing maintenance activities. LAPC shall provide free pétanque lessons to the public for a minimum of four hours every Saturday subject to LAPC and instructor's availability. LAPC shall make the necessary repairs, secure, and clean the Premises and professionally service LAPC's portable toilet. LAPC shall pay an annual cost recovery reimbursement fee in the amount of \$1,068 for utilities, trash and solid waste disposal, and staff impact costs.

Approval of the continued use of the Premises is contingent upon LAPC's favorable annual

performance review evaluation. The annual review shall include an evaluation of LAPC's compliance with and fulfillment of the terms and conditions of the Agreement, funding adequacy, cooperation with City staff, and performance report.

In accordance with the requirements of the California Environmental Quality Act (CEQA), Department staff determined that the proposed action of entering into an Agreement for the operation and programming at an existing park facility involving negligible or no expansion of use is exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines.

Council approval of the proposed agreement is required because the term exceeds three years.

### **RECOMMENDATION**

That the Council approve and authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the proposed Agreement between the City of Los Angeles and Los Angeles Pétanque Club, Inc. for the operation of the Pétanque program and maintenance of the pétanque courts at Cheviot Hills Recreation Center for a term of ten years, subject to the approval of the City Attorney as to form.

### **FISCAL IMPACT STATEMENT**

The proposed Agreement with the Los Angeles Pétanque Club, Inc. for the operation of the Pétanque program and maintenance of the pétanque courts located in the Cheviot Hills Recreation Center will generate \$1,062 in revenue each year. The fee waiver sought for the use of City facilities is in compliance with the City Financial Policies in that a direct public benefit can be obtained by the free lessons and maintenance of the pétanque courts provided by LAPC at no cost to the City. There is no additional impact to the General Fund.

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Attachments