



# County of Santa Cruz<sup>0227</sup>

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## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

February 11, 2002

AGENDA: February 26, 2002

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

**SUBJECT: PURCHASE OF AN ORIGINAL PAINTING BY MELA LYMAN FOR  
THE COUNTY ARTS COLLECTION**

Dear Members of the Board:

As you will recall, when the Simpkins Family Swim Center was built, the County Arts Commission formed an Art Selection Panel to recommend to your Board an artist's work for installation at the swim center. Artist Jack Mackie's Vessel Fence was selected from the submissions received.

Among the submissions was Mela Lyman's proposal for large acrylic paintings depicting figures swimming in a pool. Arts Commissioner Barbara Beerstein was so taken with the work of Ms. Lyman that she undertook the effort to privately raise funds to purchase an original Mela Lyman painting to be installed in the swim center. A total of 15 individuals and organizations made contributions for the purchase of the Lyman piece (Exhibit 1).

The cost of a 4 feet x 6 feet painting is \$10,000. Ms. Beerstein's persistence and dedication was rewarded as she raised \$5735 in donations. The Arts Commission recommends matching the donations by using \$4265 from the monies set aside for the County Art Collection in this year's budget for the purchase of the Lyman painting.

BOARD OF SUPERVISORS  
PURCHASE OF AN ORIGINAL PAINTING BY MELA  
LYMAN FOR THE COUNTY ARTS COLLECTION  
February 11, 2002

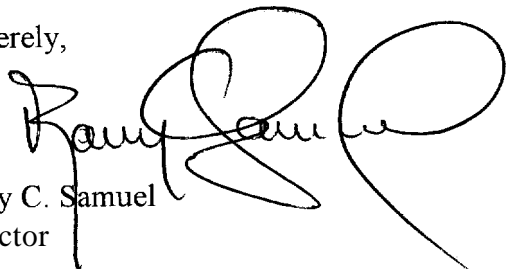
AGENDA: February 26, 2002  
Page 2

In order for the County to purchase the painting for the County Art Collection, the \$5735 in donations must be officially accepted as unanticipated revenue and the funds appropriated in account number 495905/8404 by your Board. Attached for your Board's review and approval is a contract between the County and Mela Lyman for the purchase of a 4 feet x 6 feet acrylic painting depicting a figure swimming in a pool (Exhibit 2).

It is therefore RECOMMENDED that your Board:

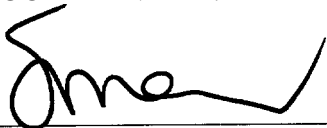
1. Accept the donations from the 15 individuals and organizations listed in Exhibit 1.
2. Adopt the attached Resolution Accepting Unanticipated Revenue for \$5735 in donations, appropriating the funds in account number 495905/8404 for the art purchase.
3. Approve the contract between Mela Lyman and the County and authorize the Director of the Parks Department to sign and administer the contract on behalf of the County.

Sincerely,



Barry C. Samuel  
Director

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

BCS/cms

cc: CAO, County Counsel, Parks, Auditor

Attachments: Exhibits 1, 2, AUD60, ADM29, Contract

**EXHIBIT 1**

**DONORS FOR MELA LYMAN PAINTING**  
**FOR COUNTY ARTS COLLECTION**

<b>NAME</b>	<b>\$ AMOUNT</b>
David & Shirlee Byrd	150.
Gerald Allen & Ann Dabovich	250.
Bruce & Marcia McDougal	300.
Richard & Diane Klein	200.
Lawrence & Michele Pearson	250.
John and Harriet Deck	100.
Hirsch and Associates	250.
Joseph and Kathleen Appenrodt	250.
Barbara Beerstein and George Badger	1000.
Katherine Sweet	10.
Susan Struck	200.
S.H.A.R.P.(Supporters and Helpers of Arts, Recreation and Parks)	1000.
George Ow	700.
Bruce Arnold	75.
Lee Slaff	1,000.
<b>TOTAL</b>	<b>\$5735.</b>



P.O. Contract No. \_\_\_\_\_

## INDEPENDENT ARTIST AGREEMENT

### Simpkins Family Swim Center

THIS CONTRACT is entered into this 5<sup>th</sup> day of February, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MELA LYMAN, hereinafter called ARTIST.

Whereas, the COUNTY established a Percent for Arts Program on April 2, 1991 requiring that up to two percent (2%) of the construction cost of a project be used to integrate public art into the project, enhancing the development of those public sites; and

Whereas, the ARTIST has been selected pursuant to procedures adopted by the COUNTY  
The parties agree as follows:

1. **DUTIES.** ARTIST agrees to create a 4' x 6' painting of a swimming figure on canvas using acrylic and oil paints and deliver same to Simpkins Family Swim Center, 979 Seventeenth Avenue, Santa Cruz, CA 95062. ARTIST shall not be responsible for the costs of framing said artwork. ARTIST will, if needed, assist COUNTY in its framing, and ARTIST's preferences will be taken into consideration by COUNTY.

2. **COMPENSATION.** In consideration for ARTIST accomplishing said result, COUNTY agrees to pay ARTIST \$10,000. Payment shall be made in two installments: \$5000 upon signature of contract and \$5000 upon delivery of the painting, for a total amount not to exceed \$10,000.

It is understood that total compensation for all services, deliverables and travel in this Contract shall not exceed \$10,000.

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Services, attn: Barry Samuel, Director, 979 17<sup>th</sup> Avenue, Santa Cruz, California 95062 and must be accompanied by a detailed invoice.

COUNTY agrees to exercise due diligence in the payment of invoices received from the ARTIST provided no claims have been made against the WORK. If a claim(s) has/have been filed against the WORK within 45 days of acceptance, final payment will be withheld until COUNTY can ascertain the basis and amount of said claim. COUNTY will consider and determine the claim(s) and it will be the responsibility of the ARTIST to furnish information and details as may be required by the COUNTY to determine the facts or contentions involved in the claim(s). Failure

to submit such information within 60 days of being notified by the COUNTY will be sufficient action for denying final payment. Furthermore, COUNTY may use final payment to pay any outstanding claim(s).

3. **TERM.** The term of this contract shall be six weeks from the date of execution of this Contract or until the WORK described herein is completed, whichever occurs first. This Contract may be extended upon mutual consent by both parties.

4. **RIGHT, TITLE AND INTEREST TO THE WORK.**

- A. All work produced under this CONTRACT shall be the property of the COUNTY. All documents including, but not limited to, reproducible copies of tracings, drawings, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of the creation of the WORK are to be and remain the property of the COUNTY and are to be delivered to the Department of Parks, Open Space and Cultural Services at 979 Seventeenth Avenue, Santa Cmz, CA 95062.
- B. Upon final payment to the ARTIST, all right, title and interest in the work shall become vested in the COUNTY. The ARTIST will retain all right, title and interest to any designs which are rejected by the COUNTY, as well as any incidental designs resulting from the work.
- C. The ARTIST hereby grants the COUNTY the exclusive right to display the WORK and to loan the WORK to other persons or institutions with authority to display and publicize. The ARTIST reserves all copyrights in the WORK, the preliminary design and any incidental works made in the creation of the WORK. The ARTIST agrees to not unreasonably refuse the COUNTY permission to reproduce the WORK for non-commercial purposes. The COUNTY agrees to give the ARTIST credit in all reproductions of the WORK.

5. **ADDITIONAL SERVICES.** If authorized by COUNTY, the ARTIST will provide additional services or items (those provided beyond the basic WORK or services as described herein) which shall be paid by a negotiated fee for such item(s) or service(s).

6. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party. In the event the ARTIST abandons the WORK, defaults on any terms of this Contract or otherwise causes it to be terminated without cause prior to final acceptance of the WORK, the ARTIST shall not be owed or paid any further compensation by the COUNTY, and shall remit to the COUNTY all sums of money previously paid

under the terms of this Contract, with the exception of those sums of money previously paid for the fabrication of the WORK, if ARTIST turns over a completed WORK to the COUNTY for installation. In the event the COUNTY terminates this Contract without cause, the COUNTY shall only pay the ARTIST for work completed and materials purchased towards fabrication of the art up to the effective date of the termination.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

ARTIST shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the ARTIST'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of ARTIST and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTIST and ARTIST'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. **INSURANCE.** ARTIST, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of ARTIST'S insurance coverage and shall not contribute to it.

If ARTIST utilizes one or more subcontractors in the performance of this Agreement, ARTIST shall obtain and maintain Independent ARTIST'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of ARTIST in this Agreement, unless ARTIST and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the ARTIST has no employees and certifies to this fact by initialing here NR.

(2) Automobile Liability Insurance for each of ARTIST'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by ARTIST'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by ARTIST is not a material part of performance of this Agreement and ARTIST and COUNTY both certify to this fact by initialing here

ME

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by ARTIST and COUNTY \_\_\_\_\_/\_\_\_\_\_

#### B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, ARTIST agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. ARTIST may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contained the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."



clause: (3) All required insurance policies shall be endorsed to contain the following

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Parks, Open Space and Cultural Services  
Attn: Barry Samuel, Director  
979 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

(4) ARTIST agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Parks, Open Space and Cultural Services  
Attn: Barry Samuel, Director  
979 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

9. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, ARTIST agrees as follows:

A. The ARTIST shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: Recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The ARTIST agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to ARTIST and if ARTIST employs fifteen (15) or more employees, the following requirements shall apply:

(1) The ARTIST shall, in all solicitations or advertisements for employees placed by or on behalf of the ARTIST, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other

non-merit factor unrelated to job duties. In addition, the ARTIST shall make a good faith effort to consider Minority-, Women-, Disabled-Owned Business Enterprises in ARTIST'S solicitation of goods and services. Definitions for Minority-, Women-, Disabled-Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The ARTIST shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-, Women-, Disabled-Owned Business Enterprises.

(3) In the event of the ARTIST'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said ARTIST may be declared ineligible for further agreements with the COUNTY.

(4) The ARTIST shall cause the foregoing provisions of this Subparagraph B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **INDEPENDENT ARTIST STATUS.** ARTIST and COUNTY have reviewed and considered the principal test and secondary factors below and agree that ARTIST is an independent contractor and not an employee of COUNTY. ARTIST is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. ARTIST is not entitled to any employee benefits. COUNTY agrees that ARTIST shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The ARTIST rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by contract, COUNTY may exercise over the details of the work is slight rather than substantial; (b) ARTIST is engaged in a distinct occupation or business; (c) In the locality, the work to be done by ARTIST is usually done by a specialist without supervision, rather than under the direction of any employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The ARTIST rather than the COUNTY supplies the instrumentalities, tools and work

place; (f) The length of time for which ARTIST is engaged is of limited duration rather than indefinite; (g) The method of payment of ARTIST is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) ARTIST and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that ARTIST is an independent contractor.

11. **TITLE AND RISK OF LOSS.** Title to the WORK passes to the COUNTY upon final acceptance of the completed WORK by the COUNTY. The ARTIST is not responsible for damage occurring during installation of the WORK through the negligence by the COUNTY's general contractor. The ARTIST bears the risk of damage to or loss of the WORK until the title passes to the COUNTY and shall take all necessary measures to protect the WORK from loss or damage until final acceptance. ARTIST is entitled to full payment for the accepted WORK upon submittal of final invoice to the COUNTY.
12. **NON-ASSIGNMENT OR TRANSFER.** The personal skill, judgment and creativity of the ARTIST is an essential element of this Contract. Therefore, although the parties recognize that the ARTIST may employ qualified personnel to work under ARTIST's supervision, the ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the WORK to another party without the prior written consent of the COUNTY.
13. **ACKNOWLEDGMENT.** ARTIST shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the ARTIST.
14. **SUCCESSORS AND ASSIGNS.** The COUNTY and the ARTIST each binds themselves, partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants of this Contract. Neither the COUNTY nor the ARTIST shall assign, sublet or transfer an interest in this Contract without the written consent of the other. In no event shall any contractual relation be created between any third party and the COUNTY.
15. **NO KICK-BACK.** The ARTIST warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for

commission, percentage, brokerage or contingent fee and that no member of the COUNTY Council, or an employee of the COUNTY of Santa Cruz has any interest, financially or otherwise, in the ARTIST's business, 0238

16. **RETENTION AND AUDIT OF RECORDS.** ARTIST shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by the COUNTY, whichever occurs first. ARTIST hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.
17. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

By their signatures to the Contract, each of the undersigned certifies that it is his or her considered judgment that the ARTIST engaged under this Contract is in fact an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

ARTIST

By: \_\_\_\_\_

By: Mela Lyman  
Mela Lyman

Address: 147 Armory Street

City/State: Cambridge, MA 02139

Telephone: 617 492-0736

APPROVED AS TO INSURANCE: 7/8/02

By: Risk Management

APPROVED AS TO FORM:

By: [Signature]  
County Counsel

DISTRIBUTION:

County Administrative Office, Auditor-Controller, County Counsel, Risk Management, Parks, ARTIST, General Services

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0239

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: PARKS, OPEN SPACE & CULTURAL SERVICES (Dept.)

*Gary A. Knutson* (Signature) 2/6/02 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
and MELA LYMAN, 147 Armory Street, Cambridge, Massachusetts 02139 (Name & Address)
2. The agreement will provide for an art purchase for Simkins Family Swim Center
3. The agreement is needed because the County cannot provide the services
4. Period of the agreement is from February 5, 2002 to June 30, 2002
5. Anticipated cost is \$ 10,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks:
7. Appropriations are budgeted in 495905 (Index#) 8404 (Subobject:

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 12713 Date February 5, 2002  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By *Knutson* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Parks, Open Space & Cultural Services to execute the same on behalf of the County of Santa Cruz

\_\_\_\_\_  
(Agency) County Administrative Officer

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
(Analyst) By *CH* Date 2/14/02

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Coldonrod

\*To 0-is. Dept. if rejected.

AM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

0240

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

On the motion of Supervisor \_\_\_\_\_

Duly seconded by Supervisor \_\_\_\_\_

The following resolution is adopted:

**RESOLUTION ACCEPTING UNANTICIPATED REVENUE**

WHEREAS, the County of Santa Cruz is a recipient of funds from art donors for the County Art Collection; and

WHEREAS, the County is a recipient of funds in the amount of \$5735 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code §29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$5735 into Department of Parks, Open Space and Cultural Services:

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>User Code</u>	<u>Account Name</u>	<u>Amount</u>
	495905	2372		Donations	\$5735

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>User Code</u>	<u>Account Name</u>	<u>Amount</u>
	495905	8404		Equipment/Other	\$5735

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue has been received within the current fiscal year.

By:  Date: Feb 14, 2002  
Department Head

COUNTY ADMINISTRATIVE OFFICER / \_\_\_\_\_ Recommended to Board  
/ \_\_\_\_\_ /Not recommended to Board

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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, the 26<sup>th</sup> day of February, 2002, by the following vote:  
(requires four-fifths vote of approval)

AYES: Supervisors

NOES: Supervisors


ABSENT: Supervisors

ABSTAIN: Supervisors

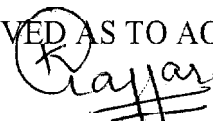
ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Supervisor Jan Beautz  
Chair of the Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Miriam Stomblor  
Assistant County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

  
\_\_\_\_\_  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Parks Dept.