

BOARD OF RECREATION AND PARK COMMISSIONERS
OF THE CITY OF LOS ANGELES

Wednesday, February 16, 2005 at 9:30 a.m.
Garland Building Auditorium
1200 West 7th Street, First Floor, Los Angeles, CA 90017

EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. APPROVAL OF MINUTES:

Approval of the Minutes of the Regular and Special Meetings of February 2, 2005

2. GENERAL MANAGER'S REPORTS:

- 05-45 Bellevue Recreation Center - Outdoor Refurbishment (W.O. #E170340F) - Review of Bids and Award of Contract
- 05-46 Hubert Humphrey Recreation Center - Child Care Center Addition (W.O. #E170284F) - Final Plans and Call for Bids
- 05-47 Griffith Observatory - Award of the Operation of the Café, Cart, and Catering Concession
- 05-48 Griffith Observatory Bookstore/Gift Shop Concession Request for Proposal
- 05-49 Amendment No. 2 to the Concession Agreement with Nederlander-Greek for Operation of the Greek Theatre, to Defer Waterproofing the Deck to the 2006 Off-Season
- 05-50 Santa Ynez Canyon Park - Second Amendment to the Shared Use Agreement with the Calvary Church of Pacific Palisades
- 05-51 Pan Pacific Park - Proposed Relocation of the Los Angeles Museum of the Holocaust to a Portion of Pan Pacific Park
- 05-52 Downey Recreation Center: Installation of Mural Inside the Gymnasium
- 05-53 Request the City Purchasing Agent to Advertise and Award a Contract for the Provision and Installation of Hardwood Floors in City Facilities
- 05-54 Various Communications

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3. UNFINISHED BUSINESS:

- 05-33 Encino-Balboa Golf Course (Sepulveda Golf Complex) - Award of the Operation of the Food Service Concession
- 05-34 Encino-Balboa Golf Course (Sepulveda Golf Complex) - Award of the Operation of the Golf Professional and Driving Range Concession
- 05-44 Revision of Venice Beach Boardwalk Public Expression Permit Rules

4. COMMISSION TASK FORCES:

- Commission Task Force on Park Safety (Commissioners Hammond and Sanchez-Camino)
- Commission Task Force on Concession RFPs (Commissioners Sanchez-Camino and Spelling)
- Commission Task Force on Capital Projects (Commissioners Hammond and Luévano)

5. PRESENTATIONS:

Bureau of Engineering - Project Update Status Report on Current Projects

6. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities

7. FUTURE AGENDA ITEMS:

Requests by Commissioners to Schedule Specific Items on Future Agendas

8. PUBLIC COMMENTS:

Any comments which require a response or report by staff will be automatically referred to staff for a report at some subsequent meeting

9. NEXT MEETING:

The next regularly scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, March 2, 2005 at 5:30 p.m., Penmar Recreation Center, 1341 Lake Street, Los Angeles, CA 90291.

10. ADJOURNMENT:

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

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Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213)928-9040.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Information on agenda items may be obtained by calling the Commission Office at (213) 928-9040. Copies of the agenda and reports may be downloaded from the Department's website at www.laparks.org.

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REPORT OF GENERAL MANAGER

NO. 05-45

DATE February 16, 2005

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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BELLEVUE RECREATION CENTER - OUTDOOR REFURBISHMENT
(W.O. # E170340F) - REVIEW OF BIDS AND AWARD OF CONTRACT

• K. Chan		J. Kolb	_____
J. Conths	_____	F. Mak	_____
H. Fujita	_____	R. Regan	_____

_____ 
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Reject the bid of Ecology Construction Inc., as non-responsive for failure to meet the Good Faith Effort subcontracting requirements;
2. Find that Los Angeles Engineering, Inc., whose base bid was \$1,614,900.00, is the as the lowest responsible bidder for Bellevue Recreation Center - Outdoor Refurbishment (W.O. # E170340F);
3. Award the contract with Deductive Alternate Nos. 4 and 7 in the amounts of \$35,000.00 and \$215,000.00 respectively, in the total award \$1,364,900.00 to Los Angeles Engineering, Inc., all according to plans and specifications;
4. Authorize the Chief Accounting Employee to encumber funds in the amount of \$1,364,900.00 from the following fund and account numbers under the awarding authority of this Board Report:

<u>FUND</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
43K (PROP K-YR8)	W435	\$ 1,099,599.00
43L (PROP K-YR8)	W435	\$ 265,301.00

5. Request the City Attorney to prepare a contract after which the President and Secretary be authorized to execute the same after the appropriate signatures by the other parties thereto and approval as to form by the City Attorney have been obtained thereon;

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6. Rescind the Board's prior approval of the batting cage and field lighting (poles and lights) components of the project;
7. Instruct staff to prepare an Initial Study which would be the basis for determining the appropriate level CEQA compliance for the field lighting and batting cage;
8. Instruct staff to prepare on the basis of the Initial Study the appropriate CEQA documentation for the field lighting and batting cage;
9. Authorize the City Attorney to negotiate settlement of the Bellevue Park Neighborhood Association vs. City of Los Angeles, BS093045 based on the actions approved by the Board in this report; and
10. Approve the first change order as outlined in the body of this report in the amount of \$33,920.00 subject to full execution of the contract.

SUMMARY:

On September 14, 2004, the Board approved final plans and call for bids for the Bellevue Recreation Center – Outdoor Refurbishment, W.O. E170340F, located at 826 Lucille Ave, Los Angeles, CA, 90026 (Board Report No. 04-281).

On November 16, 2004, the following bids were received:

<u>BIDDER #1: Ecology Construction Company, Inc.</u>		<u>Bid Amount</u>
Base Bid		\$1,443,135.75
Deductive Alternate No. 1	Play Equipment	\$ 79,990.00
Deductive Alternate No. 2	Drinking Fountains	\$ 3,000.00
Deductive Alternate No. 3	Basketball Court Lighting	\$ 8,000.00
Deductive Alternate No. 4	Batting Cage	\$ 34,539.00
Deductive Alternate No. 5	Picnic Pavilion and Tables	\$ 89,375.00
Deductive Alternate No. 6	Concrete Walk and Retaining Wall	\$ 64,900.00
Deductive Alternate No. 7	Baseball Field Lighting, Poles, and Foundation	\$ 235,000.00

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<u>BIDDER #2: Los Angeles Engineering, Inc.,</u>		<u>Bid Amount</u>
Base Bid		\$1,614,900.00
Deductive Alternate No. 1	Play Equipment	\$ 75,000.00
Deductive Alternate No. 2	Drinking Fountains	\$ 6,000.00
Deductive Alternate No. 3	Basketball Court Lighting	\$ 6,500.00
Deductive Alternate No. 4	Batting Cage	\$ 35,000.00
Deductive Alternate No. 5	Picnic Pavilion and Tables	\$ 80,000.00
Deductive Alternate No. 6	Concrete Walk and Retaining Wall	\$ 78,000.00
Deductive Alternate No. 7	Baseball Field Lighting, Poles, and Foundation	\$ 215,000.00

<u>BIDDER #3: Singel Co., Inc.,</u>		<u>Bid Amount</u>
Base Bid		\$1,757,226.00
Deductive Alternate No. 1	Play Equipment	\$ 100,000.00
Deductive Alternate No. 2	Drinking Fountains	\$ 10,000.00
Deductive Alternate No. 3	Basketball Court Lighting	\$ 30,000.00
Deductive Alternate No. 4	Batting Cage	\$ 20,000.00
Deductive Alternate No. 5	Picnic Pavilion and Tables	\$ 60,000.00
Deductive Alternate No. 6	Concrete Walk and Retaining Wall	\$ 100,000.00
Deductive Alternate No. 7	Baseball Field Lighting, Poles, and Foundation	\$ 40,000.00

Ecology Construction Company, Inc., (Ecology) submitted the lowest base bid, as shown above, but failed to meet the Good Faith Effort contained in the bid requirements. Ecology claimed to have performed subcontractor outreach, but could only document the outreach efforts to achieve a score of 60 out of a possible 100 points. The Board's policy consists with the Mayor's Directives, is that bidders must receive 75 points to be considered responsive.

Los Angeles Engineering, Inc., submitted the next lowest base bid, as shown above. The project was presented to the Proposition K Steering Committee on February 9, 2005, and the Steering Committee are recommending that the Board award the Base Bid less Deductive Alternate Nos. 4 and 7, in the amount of \$1,364,900.00, at this time.

These deductive alternates are being exercised due to CEQA litigation filed on behalf of a local community group who oppose these items. The litigation is based on a challenge of the CEQA clearance for the sports-field lighting and batting cage components of the project. However, after discussion with the City Attorney, we consulted with the proposed Contractor to determine the cost if we were to add back Alternate No. 7 via a two-phase Change Order upon execution of the contract. The first phase of the change order is to add the associated underground conduit and pull boxes to accommodate the future possibility of installing the sportsfield lighting system as designed, when new CEQA documents have been completed. This would allow the contractor, upon final

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resolution of the CEQA lawsuit to install the conduit at the appropriate time to prevent coming back in the future and damaging any previously installed new work. Staff will request final approval of the second phase of the change order only if and when the City receives a favorable ruling or CEQA is complete. The City Attorney and Council District 13 concur with this approach.

Staff has reviewed the outreach effort made by Los Angeles Engineering, Inc., and based on the documents submitted, has determined that a "good faith" effort has been made. The contractor obtained a MBE/WBE participation of 3.2% and satisfied 90 of the 100-point requirements outlined by the Board's outreach program. The outreach Document Package is on file in the Board Office and a synopsis of said package is attached.

There are sufficient funds in the following accounts to award the contract:

<u>FUND</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
43K (PROP K-YR8)	W435	\$ 1,099,599.00
43L (PROP K-YR8)	W435	\$ 495,530.00

The City Attorney and staff have reviewed the bids submitted by Los Angeles Engineering, Inc., and found them to be in order. Los Angeles Engineering, Inc., is the lowest responsible bidder.

Staff reviewed the responsiveness and work performance of Los Angeles Engineering, Inc., on past Department projects and found them to be satisfactory. The Department of Public Works, Office of Contract Compliance (OCC) indicated that there have been no labor compliance violations and that all other legal requirements has been complied with by the bidder.

Prepared by Mike Shull, Recreational and Cultural Facilities Program, Bureau of Engineering.

GUIDELINES FOR EVALUATION OF GOOD FAITH EFFORT CHECKLIST

Bidder: LOS ANGELES ENGINEERING

Bid Date: November 16, 2004

Project Name: BELLEVUE RECREATION CENTER- OUTDOOR REFURBISHMENT - W.O. #E170340F

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Points	
1	The bidder's or proposer's efforts to obtain participation by MBEs, WBEs and other business enterprises could reasonably be expected by the Board of Recreation and Park Commissioners (the "Board") to produce a level of participation by interested subcontractors, including 15% MBE and 2% WBE.		9	0
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to (213) 617-0439, or by mail to the Recreation and Parks Dept., Planning and Development Branch, 200 N. Main Street, Room 709, Los Angeles, California 90012.		10	10
3 Work Areas	Proof of this must be demonstrated in either Indicator 4 or 5.		13	12
4 Ad	A copy of the advertisement or a proof of publication statement or other verification which confirms the date the advertisement was published. The advertisement must be specific to the project, not generic, and may not be a placeholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.		9	9
5 Letters to Potential Subs	A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelope or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.		10	10
6 Follow-up to Letters	A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidder must follow-up with all subcontractors to whom they sent letters.		10	
7 Plans	Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested subcontractors.		5	5
8 Outreach Letters	A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.		10	10
9 Negotiate in Good Faith	a) Copies of all MBE/WBE/OBE bids or quotes received; and b) Summary sheet organized by work area, listing bids received and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own forces, they must include a bid that shows their own costs for the work.		26	26
10 Bonds	Include in Indicator 4 or 5, information about the bidder's efforts to assist with bonds, lines of credit and insurance.		7	7
TOTAL POINTS ACHIEVED			90	
MBE =3.2% WBE= 0% OBE=27.3%			MBE/WBE ACHIEVED: 3.2	

PRIME=72.7%

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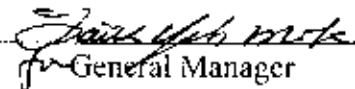
DATE February 16, 2005

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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HUBERT HUMPHREY RECREATION CENTER – CHILD CARE CENTER
ADDITION (W.O. # E170284F) - FINAL PLANS AND CALL FOR BIDS

• K. Chan Yes J. Kolb _____
J. Combs _____ F. Mok _____
H. Fujita _____ K. Regan _____


General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve final plans and specifications, for Hubert Humphrey Recreation Center Child Care Center Addition (#W.O. E170284F); and
2. Approve the date for receipt of bids as Tuesday, March 29, 2005, at 3:00 PM, in the Board Office.

SUMMARY:

Submitted are final plans and specifications for the Hubert Humphrey Recreation Center – Child Care Center Addition, located at 12560 Filmore Street. The project is a Prop K Specified Project funded in Year 7 (FY 03/04). The Bureau of Engineering Architectural Division designed this project, and the estimate for the construction cost is \$926,800.00. The plans provide for the following:

1. A 700 square feet building addition to the existing child care facility.
2. A new 1000 square feet canopy.
3. A 180 square feet storage building.
4. Approximately 3300 additional square feet enclosed play area with landscaping.
5. Conversion of an existing 990 square feet covered patio into a new classroom.
6. Remodel approximately 300 square feet of interior floor area.
7. Expansion the existing fire sprinkler system throughout the existing building and new addition.
8. A resurfaced re-stripped parking lot to provide the additional required parking spaces.

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Funds for construction are available for the proposed improvements from Proposition K.

Current Available Funding:

<u>FUND</u>	<u>ACCOUNT NO.</u>
43K (PROP K-YR7)	W457

In compliance with the California Environmental Quality Act (CEQA), staff has determined that the proposed improvements will not have a significant impact on the environment. This project has been determined to be Categorical Exempt per City CEQA guidelines, Article VIII, Section 1a (existing facilities), 1d (minor alterations to land), and 1k (accessory structures). A Notice of Exemption was filed with the Los Angeles City Clerk's office on June 19, 2003, and posted by the County Clerk's office on June 20, 2003.

The bid package has been approved by the City Attorney's Office.

Report prepared by David Takata, reviewed by Neil Drucker, Recreational and Cultural Facilities Program, Bureau of Engineering and by Bradley M. Smith, P.E., Bureau of Engineering.

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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY - AWARD OF THE OPERATION OF THE
CAFÉ, CART, AND CATERING CONCESSION

H. Fujita _____
J. Kolb _____
K. Chan _____

F. Mok _____
*K. Regan 
J. Combs _____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Award the Griffith Observatory Café and Catering Concession to Wolfgang Puck Catering and Events, LLC (Puck);
2. Approve a ten-year concession agreement, substantially in the form as on file in the Board Office, for the operation of the Griffith Observatory Café, Cart and Catering Concession, subject to approval of the Mayor and City Council, and approval of the City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed agreement to the Mayor in accordance with Executive Directive No. 16, and concurrently to the City Attorney for review as to form; and,
4. Authorize the Board President and Secretary to execute the agreement upon receipt of necessary approvals.

SUMMARY:

On September 1, 2004, the Board approved the release of a Request for Proposals (RFP) for a new ten-year agreement with two five-year renewal options, to operate the Observatory Café, Cart, and Catering Concession, with an option for a bookstore operation (Board Report 04-266). Previously,

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on July 9, 2003, the Board had authorized Administrative Resources Staff to retain the services of consultant Art Manask & Associates (Board Report 03-227) to assist Staff with the development of the RFP and the evaluation of the proposals. The RFP was released on October 13, 2004, and two proposals were received on November 30, 2004, from the following firms:

- Wolfgang Puck Catering and Events, LLC ("Puck") – Well-known food service experts operating in various locations nationwide, based in Los Angeles.
- Delaware North Companies Parks & Resorts ("DNC") – Food service experts operating in various locations nationwide, with a regional office in Fresno, California.

Staff, with assistance from Manask and Associates, conducted a preliminary evaluation of all proposals to determine completeness and submission of all compliance documents, and to evaluate each firm's financial ability to fund the minimum \$750,000 required for this project. This initial review indicated that both proposers met the minimum requirements of having extensive experience in the food services industry and the financial backing to fund the required build-outs and FF&E in order to operate the concession. Although both demonstrated strengths in various areas, the Department's challenge was to select the operator with the best combination of expertise and resources suited to this concession. Evaluation was made on the café, carts, and catering portion of the proposals, not any bookstore option. The criteria for selecting the best proposer, as stated in the RFP, were:

- Experience and Capability; Quality of Experience
- Operational Plan
- Build Out Plan and Capital Investment for Café and Carts
- Projected Commissions; Rent to City and Financial Projections

To assist with formulating a recommendation, a five-member panel (identified in the Attachment) convened to review the proposals, scrutinize presentations, and interview both proposers. The panel members were selected based on their expertise in cultural institution foodservice, experience with similar foodservice RFPs and retail business and, in the case of the Observatory Director, his intimate knowledge of the Department's needs and vision for this Los Angeles landmark. After proposal reviews, presentations, and interviews, the panel members were instructed to individually rank the proposals according to each of the four evaluation criteria defined in the RFP, thus awarding corresponding points to the proposals based on their ranking. A top rank within a category would receive the highest value of ten points, and the second ranked proposal in a category would receive eight to nine available points based on the level of characteristics which differentiated the two. As stipulated in the RFP, each of the four categories carried equal weight, and no ties were to exist in any one category. The panel awarded Puck a total of 194 cumulative points, and DNC a total of 177 cumulative points (see Attachment).

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Both Puck and DNC demonstrated their ability to provide the necessary improvements and to operate the concession. The following is a summary of the panel's ranking and staff's recommendation comments under each of the four evaluation criteria.

Experience and Capability: Quality of Experience

The panel was asked to rank each proposer on the verified years and quality of experience, experience in similar types of business/environment/clientele, prior work with public agencies, catering experience, and experience operating food and/or beverage carts.

Though both companies were closely matched in experience and capability, the panel ranked Puck first, affirming Puck as a Los Angeles-based firm, with local resources already established including an elaborate kitchen/commissary less than five miles from the Observatory and a personnel/staff pool to draw from – both of which are critical elements since the Observatory's renovation and expansion project provided very limited space for food preparation and storage (including cart storage). Puck's existing operations also offered a wealth of experienced and trained personnel/staff to help ensure not only a smooth grand opening but to give the necessary support during occasional catered events hosted at the Observatory. DNC's proposal, while strong in many areas, did not feature an ongoing support kitchen to augment production of the café, cart, and catering menu, nor were local, company-trained personnel at their immediate disposal for large catered events. Staff also believes Puck, established locally, has a keen understanding of the Los Angeles dining clientele, as well as experience/familiarization dealing with the local regulations and standards required for café, cart, and catering operations at cultural and museum locations in Los Angeles.

Operational Plan

In this category, the proposers were ranked on their concept and operational description; creativity and imagination; organizational structure; menus, products and services; price schedules and pricing policies; timelines for build-out and starting operations; employee staffing and training plans; experience of proposed onsite management at Observatory; customer service; alignment to Observatory mission and City goal; marketing and advertising strategy; and environmental awareness, conservation, and recycling. The panel stated that both proposers proposed an adequate operational plan.

Again, citing Puck's local support in kitchen/storage facilities, local administrative staff, and their pool of local/trained service personnel, the panel agreed and staff concurs that local support for this Observatory concession is a key factor. Puck was given the culinary cutting edge in creativity and imagination which should prove beneficial in the development of menus – both café menus offering themed items inspired by the mission of the Observatory, and notably also for catering menus and catering pricing for which audiences are widely varied by culture, expectations, and budget.

DNC does not have the local support in the form of kitchen and storage facilities. All food production and storage would be performed at the Observatory's limited facility, though DNC stated

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that a rented kitchen, tent, or mobile kitchen would be used for larger productions associated with catered events.

Build-Out Plan and Capital Investment for Café and Carts:

Both proposers demonstrated that their build-out plans were provisional pending discussion with Observatory staff, and both showed imagination in this area. Both proposers provided ideas for the café build-out: DNC included interpretive murals coordinated with counters/tabletops laminated with planets, satellites, comets, asteroids, and other celestial objects, as well as food stations with decorative elements reflective of space exploration equipment; Puck's concept included a retrospective approach that intertwined Arthur Dent's fictional quest for a place to eat, and referenced sci-fi experiences from "Lost in Space" and Orson Wells "Infinite Worlds" by incorporating classic sci-fi book, comic, and film posters on the interior walls of the café. Both were within the acceptable range of plans expected by the Department with an understanding of the sensitivity of the Observatory landmark status and science mission.

In regards to capital investments, the RFP stated if the City terminated the contract for cause, there would be no reimbursement ('buy-back') of any kind. In the event of contract termination by the Operator or City for other than cause (mutual agreement, for example), the City would reimburse unamortized capital investment but would not include any FF&E that is proprietary to the Operator (includes trade dress, logo, etc. and is operator-specific and not transferable to another operator). Puck proposed to invest \$425,000 eligible buy-back capital investment and \$175,000 non, whereas DNC proposed \$388,000 eligible buy-back and \$180,000 non. The amortization will be straight line, non-interest bearing over the 10 years of the initial contract term. The buy-back amounts proposed by each were very close.

Projected Commissions; Rent to City and Financial Projections:

The two firms proposed the following rental terms:

	Café	Carts	Catering (food)	Catering (beverage)
DNC	4% of revenue up to \$2M 7.5% of revenue over \$2M to \$4M 10% of revenue over \$4M	4% of revenue up to \$2M 7.5% of revenue over \$2M to \$4M 10% of revenue over \$4M	2.5% of all revenue	5% of all revenue
Puck	8% of revenue up to \$1M 10% of revenue over \$1M	8% of revenue up to \$1M 10% of revenue over \$1M	14% of revenue up to \$1M 16% of revenue over \$1M	14% of revenue up to \$1M 16% of revenue over \$1M

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In comparison to industry standards, DNC was low in their proposed rent, whereas Puck's percentages were consistent with rent on operations of this type and standard in the industry, including local institutions. As Puck proposed substantially greater rental payments to the City, and the panel concurred that their proposal was realistic, Puck was scored higher in this category. Both proposals included projected three-year commissions, both of which included the sources: café, cart, catering, and bookstore/gift shop. For analysis purposes, staff focused on café and cart commissions only since the retail bookstore/gift shop component was determined moot (for reasons explained below) and since the amount of catering activity permitted by the Department to the prospective concessionaires has yet to be determined. In both cases of retail and catering commissions, Puck was significantly higher; however, the table below reflects only café and cart commissions from both proposers based on their projected sales and proposed rental percentages:

Projected Three Year Total Commissions:

	DNC	Puck
Café	\$185,454	\$360,749
Cart	\$ 61,818	\$ 23,206
Total	\$247,272	\$383,955

There was no rental guarantee on behalf of DNC, whereas Puck proposed a minimum guaranteed annual rent beginning in year two of the agreement in an amount equal to seventy percent (70%) of the total rent paid in the previous contract year; subject to an unanticipated percentage decline in Observatory attendance, applied (as a percentage) to the 70% guarantee.

Bookstore Option Not to be Exercised:

Proposers were asked to submit proposals for operation of either the café, carts, catering services alone; or combined operation of the café, carts, and catering with the bookstore/gift shop. Proposals were ranked solely on food service criteria. As an option, proposers were allowed to add bookstore/gift shop retail services as part of their proposal, though features and benefits stemming from the retail service would not change their respective ranking/points. The evaluation was based strictly on food service(s) attributes.

Both proposers submitted proposals also including the operation of the gift shop, DNC as part of the master operation, Puck by use of a subcontractor. After concluding the café, carts, and catering ranking, and formulation of the recommendation for Puck, staff analyzed Puck's bookstore option. Upon review of Puck's giftshop proposal, staff was not convinced that the proposed services would fulfill the Department's retail services needs. A subcontract arrangement for retail services as proposed by Puck may not allow for close monitoring and controls compared to a direct relationship between the Department and a retail concessionaire. Also, a 10 year agreement plus two five-year extensions may be too long of a term since the retail industry changes more rapidly than the food industry. Therefore, award of this agreement will be solely for the operation of the café, carts, and

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catering service. Staff will recommend, via a concurrent Board Report, that the Board direct staff to prepare a new RFP exclusively for the operation of the Observatory bookstore/gift shop concession at a five-year term with one five year option.

Conclusion:

The Department was fortunate to receive two excellent proposals for this concession from two proposers of high standing and extensive experience. Overall, the evaluation panel ranked Puck higher in each of the four categories defined in the RFP. Staff believes these categories and the resulting ranks to be crucial for establishing the best proposer for a successful café, cart, and catering concession. In addition, the potential use of the Wolfgang Puck name is a benefit to help draw patrons to the Observatory Café who may otherwise opt not to frequent the café during their visits to the Observatory. Puck's sales and marketing resources in the Los Angeles market were considered superior. Not only will this help promote visitorship in the café, but the catering expertise would be in place to market and utilize the Observatory's rental/catering spaces sensitively and strategically, which could potentially lead to a new and previously untapped revenue stream for the City. Panel members expressed their feelings that given the success and high visibility of Wolfgang Puck Catering and Events, LLC, in the culinary/dining industry and in the celebrity/entertainment industry, and the fact that Los Angeles is their home base with many fine dining restaurants as well as the catering operation and two museums (Natural History Museum of Los Angeles County and the new Kidspace Museum in Pasadena), Puck would be highly motivated to sustain their excellence at this high-profile location.

Subsequent to the panel's ranking, analysis was completed by Staff to verify trade and financial references. As such, as a result of the panel's input and ranking exercise as well as these additional considerations, staff concludes that Wolfgang Puck Catering and Events, I.L.C, is the best candidate to operate the Observatory café, cart, and catering concession at the Observatory and recommends Puck for award.

The Department prepared an Environmental Impact Report (EIR) for the Griffith Observatory Master Plan in accordance with the requirements of the California Environmental Quality Act (CEQA) and was certified by the Board on May 7, 1997 (No. 187-97). A Notice of Determination was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on May 13, 1997. This EIR covers the current renovation and restoration project for the Griffith Observatory, which includes the provision of concession facilities and services.

Report prepared by Stanley Woo, Management Analyst II, Administrative Resources Division.

**GRIFFITH OBSERVATORY
CAFÉ, CART, AND CATERING CONCESSION
REQUEST FOR PROPOSAL**

RFP Review Panel and Ranking

The individuals on the panel were as follows:

- Arthur M. Manask, President and CEO of Art Manask & Associates, consultants specializing in the food service industry
- Shelley Stephens, Museum Store Consulting, consultant to museum stores nationwide
- Warren J. Iliff, President Emeritus of the Aquarium of the Pacific
- Danelle Woodson, Benefits Manager of Amgen, Inc. in Thousand Oaks
- Edwin C. Krupp, Ph.D., Astronomer and Director of the Griffith Observatory

The aggregate panel scores are summed as follows:

Rating Criteria	DNC	Puck
Experience and Capability; Quality of Experience	46	48
Operational Plan	46	47
Build-Out Plan and Capital Investment for Café and Carts	44	49
Projected Commissions; Rent to City and Financial Projections	41	50
Total Points	177	194

REPORT OF GENERAL MANAGER

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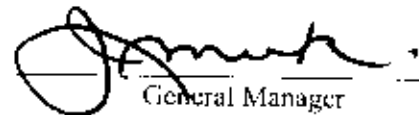
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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY BOOKSTORE/GIFT SHOP CONCESSION
REQUEST FOR PROPOSAL

K. Chan
J. Combs
H. Fujita

J. Kolb
P. Mok
K. Regan


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the Griffith Observatory Bookstore/Gift Shop Request for Proposal (RFP) for a five year concession contract with renewal options, substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for review and approval as to form; and,
3. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP evaluation process for the Griffith Observatory Bookstore/Gift Shop Concession.

SUMMARY:

The Griffith Observatory is undergoing a major multi-year renovation and expansion project and is expected to reopen on May 14, 2006. The project includes the addition of a modern Bookstore/Gift Shop located on the same level of the Observatory building as a new café. The shop's total square footage is approximately 1,642, which includes the shop (1,307 square feet), an office (145 square feet), and storage (190 square feet). The former Bookstore/Gift Shop was small and antiquated in comparison and run by Observatory part-time staff. Due to the high visibility of this landmark location and the desire to have concession agreements in place to coincide with the reopening of the

REPORT OF GENERAL MANAGER

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Observatory, the Board approved the use of Arthur M. Manask and Associates (Manask) to conduct an RFP process for operation of the new food and beverage service as well as an option to propose to operate the Bookstore/Gift Shop. (Manask is currently on contract with the Department to provide economic consultant services, and the firm specializes in RFP preparation and evaluation.)

On November 30, 2004, the Department received two proposals on the café - one from Delaware North Companies Parks and Resorts, Inc., (DNC) and one from Wolfgang Puck Catering and Events, LLC, (WPCE). Each proposer elected to include the optional Bookstore/Gift Shop operation as part of their respective proposal for food services. DNC has experience in both food and retail services, whereas WPCE partnered with Event Network for the Bookstore/Gift Shop services in order to offer a single-contract solution to the City.

After review of the written proposals on the café, carts, and catering, presentation and interview sessions with both proposers, and input from the five-member RFP evaluation panel, the Department's Administrative Resources Staff concluded that exercise of the optional retail portion of the food service RFP was not the optimum scenario to meet the Observatory Bookstore/Gift Shop needs. Although both proposers presented an excellent choice for food service, the panel and staff concurred that a separate RFP would give the opportunity to shorten the bookstore term for more control over performance and ensure maximum revenue return. A new RFP would also give opportunity for proposers to elaborate on custom merchandise.

Staff recommends a separate search for an operator for the Observatory's Bookstore/Gift Shop concession. The new RFP is based on the Bookstore/Gift Shop-related RFP work produced by Manask who, during preparation, worked closely with Staff and had extensive consultation and input from Observatory staff and the Friends of the Observatory (FOTO).

This RFP seeks to select a qualified, experienced, financially sound operator that will meet or exceed the City's and the Observatory visitors' expectations in all operational, financial, and service areas, and to optimize profitability and cash flow. Observatory management will support this activity as deemed appropriate by both parties.

The City seeks in its retail service operator a firm that will understand and appreciate the Observatory's distinctive values and will work as a true partner in supporting the Observatory's mission, purpose, and growth in future years.

The Operator will be required to provide the capital investment to build-out and finish the retail space and provide all furniture, fixtures and equipment, and inventory. Proposers will be required to demonstrate the financial ability to fund a minimum of \$250,000 for this project.

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Significant Proposal and Contractual Provisions

1. **Standard Conditions:** All provisions of the Department's Standard Conditions and Regulations for the Operation of Concessions (11/03) are applicable to this agreement.
2. **Term:** Five (5) years with one five-year renewal option, at the sole discretion of the City.
3. **Capital Investment:** Furnish the retail spaces (including furnishings, fixtures, and equipment). When fully amortized, ownership of all improvements will revert to the City. The minimum investment is expected to be Two Hundred Fifty Thousand Dollars (\$250,000), based on design estimates.
4. **Contract and Financial Terms:** As typical with our concessions, the City will enter into a "Profit and Loss" Agreement, whereby the City has no financial responsibility or liability for the day-to-day retail operation, and the City will share in the gross revenue as expressed by a percentage of the revenue the Operator will pay to the City as rent. Operator must demonstrate access to a minimum of Two Hundred Fifty Thousand Dollars (\$250,000) working capital for this project. No minimum rental percentage is being required.
5. **Hours of Operation:** The Bookstore/Gift Shop is expected to open when the Observatory opens and remain open continuously until at least one (1) hour prior to the Observatory closing. Extended hours beyond the minimum stated hours are acceptable.
6. **Proposal Bond:** All proposals must include a Fifteen Thousand Dollar (\$15,000) Proposal Deposit in the form of a Cashier's Check, payable to the City of Los Angeles.
7. **Performance Bond:** A Performance Bond will be required to be maintained for the duration of the contract in the amount of Twenty Thousand Dollars (\$20,000).
8. **Required experience:** Proposer (not the on-site manager) must have a minimum of five years experience operating a Bookstore/Gift Shop applicable to the proposal in a cultural institution (museum, botanic gardens, historic home, performing arts center or similar environment that serves visitors, general public, staff, etc.) that grosses at least Five Hundred Thousand Dollars (\$500,000) annually.

Evaluation Process

Department Staff will conduct a preliminary evaluation of all proposals to determine completeness and submission of all compliance documents, and evaluate each firm's financial ability to fund the minimum \$250,000 required for this project. Responsive proposals will be evaluated by Staff and by

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a panel selected for expertise in daily operation of the Observatory, concession management, retail business, and museum operations. Consistent with our established RFP evaluation process, the panelists will rank each proposal in each of the following criteria. The Department reserves the right to request additional information to clarify proposals.

RFP Evaluation Criteria:

- Experience and Capability/Quality of Experience
- Operational Plan including creativity in customized product and marketing
- Build-Out Plan and Capital Investment for the Bookstore/Gift Shop
- Projected Commissions/Rent to City and Financial Projections

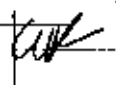
The RFP consists of four books: Book I contains the RFP general information and instructions, Book II contains the Standard Conditions for the Operations of Concessions and required compliance forms, Book III contains the financial projection forms, and Book IV contains facility information and diagrams. Book I will be available for informational purposes through the internet. All other books will be available per the Department duplication standard charge. The anticipated time of completion for the RFP process and award of the agreement is approximately six months. Observatory management and FOTO have provided significant input and comment during the formulation of a concession RFP. Approval of this RFP, at this time, allows for execution of an Agreement with a suitable operator in time for required build-out and obtaining inventory prior to re-opening.

Report prepared by Jacquelyn DeV Vaughn, Administrative Resources Division.

DATE February 16, 2005

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT NO. 2 TO THE CONCESSION AGREEMENT WITH NEDERLANDER-GREEK FOR OPERATION OF THE GREEK THEATRE, TO DEFER WATERPROOFING THE DECK TO THE 2006 OFF-SEASON

J. Combs _____
I. Mok _____
K. Regan _____ 

J. Kolb _____
K. Chan _____
H. Fujita _____


General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve Amendment No. 2 to Concession Agreement No. 245, for operation of the Greek Theatre by Nederlander-Greek, Inc., substantially in the form attached, to defer completion of the required waterproofing of the seating deck until the 2006-2007 off-season without penalty of liquidated damages, subject to approval of the Mayor and the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to submit the proposed Amendment No. 2 to the Mayor, in accordance with Executive Directive No. 16, and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Amendment subsequent to receipt of all necessary approvals; and,
4. Waive any assessment of liquidated damages against Nederlander-Greek, Inc., pending execution of Amendment No. 2.

SUMMARY:

The terms of the ten-year contract executed in 2002 with Nederlander-Greek, Inc., for operation of the Greek Theatre, included a Capital Investment Program with a specified slate of improvements detailed; the total expenditure required for construction of these improvements, less equipment and

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soft costs such as design and permits, is \$6,052,000. The required capital improvements were to be completed over two phases. Phase 1 (2002-2003 off-season) included relocation of the box office, restoration of the original 1930 Theatre facade, development of a plaza, and expansion and remodeling of both North and South concession stands; this portion of the overall project was to be completed by April 15, 2003. In Phase 2 (2003-2004 off-season), the audience side of the stage house was to be modernized and remodeled, and new waterproof coating applied to the seating area; this remaining portion was to be finished by April 15, 2004. Failure to substantially complete specified improvements by the dates indicated would trigger liquidated damages of \$1,000 per day.

During the detailed design process for Phase 1, efforts to optimize customer satisfaction and revenue potential, and to apply value engineering principals, led to re-examination of key elements of the original phased construction. At the meeting of April 2, 2003 (Report No.03-100), the Board approved an Amendment to the agreement with Nederlander that slightly modified the capital improvement plan to be better suited to the orientation and appearance of the historic Theatre, and specified that the two Phases, except the waterproofing of the audience seating deck, would be completed concurrently as a single project in the off-season of 2003-2004. The waterproofing portion of the project was deferred to the off-season of 2004-2005. Liquidated damages would be triggered by failure to substantially complete the total capital improvements package by the start of the 2004 season, or to complete the waterproofing by the start of the 2005 season.

Major construction at the Greek Theatre commenced in late 2003 and continued through the first six months of 2004. The Theatre opened successfully in April of 2004. As the season continued and the capital project reached completion, however, some punch list items were still being resolved, and a final cost with change orders was still under negotiation between Nederlander and their general contractor. In light of the need to conclude those negotiations prior to doing any final work or expending more funds with the contractor, Nederlander has requested a one-season deferment of the waterproofing work. If approved, this last portion of the capital improvement project would commence sometime after the conclusion of the 2005 season, and would need to be completed by April 15, 2006, or result in charges of liquidated damages of \$1,000 per day. The seating area does evince some leaking, which can be monitored and controlled to prevent damages, but staff concurs with Nederlander that deferral of this work until after the upcoming season will not jeopardize the safety or integrity of the Greek Theatre. Both parties would desire for the waterproofing to be finished close after the end of the 2005 season, prior to typical winter rains if possible.

The Amendment has been reviewed by Nederlander and it is acceptable. Absent any action of the Board on this matter, however, liquidated damages on the non-completed waterproofing would begin to accrue after April 15, 2005, at \$1,000 per day. Staff therefore requests that the Board waive any assessment of liquidated damages for not completing the waterproofing, pending execution of the Amendment No. 2. The Greek Theatre Advisory Committee discussed this situation at their meeting of January 6, 2005, and was agreeable to the deferment.

A Mitigated Negative Declaration (MND) and Mitigation Monitoring Plan was prepared for the capital improvements, including the waterproofing work, in accordance with the requirements of the

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California Environmental Quality Act (CEQA). The MND was adopted by the Board on October 16, 2002 (Board Report 02-358). The proposed deferment of the waterproofing work until after the close on the 2005 season will require no additional CEQA review since no new or potentially significant environmental impacts will be generated.

The improvements completed by Nederlander at the Greek Theatre have been lauded by many patrons and likely contributed to the record-breaking season in 2004. The deferment request is reasonable and staff recommends approval.

Report prepared by Linda Barth, Administrative Resources Division

REPORT OF GENERAL MANAGER

NO. 05-50

DATE February 16, 2005

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SANTA YNEZ CANYON PARK -- SECOND AMENDMENT TO THE SHARED USE AGREEMENT WITH THE CALVARY CHURCH OF PACIFIC PALISADES

* K. Chan	<u>kc</u>	J. Kolb	_____
J. Combs	_____	E. Mok	_____
H. Fujita	_____	K. Regan	_____

Frederick J. Mook
for General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the Second Amendment, substantially as attached, to the Agreement executed on July 11, 2001, between the Department of Recreation and Parks and Calvary Church, located at 701 Palisades Drive in Pacific Palisades, concerning the shared use of a portion of Santa Ynez Canyon Park as a playing field, subject to approval of the Mayor, of the City Attorney as to form, and of the City Council;
2. Direct the Board Secretary to transmit the Second Amendment to the Mayor for review and approval, in accordance with Executive Directive No. 16 and concurrently to the City Attorney for review as to form; and
3. Upon obtaining the necessary approvals, authorize the Board President and Secretary to execute the Amendment.

SUMMARY:

The Shared-Use Agreement, with an initial term of twenty-five years, authorized the creation of a playing field from an unimproved hillside portion of Santa Ynez Canyon Park. The field was to serve the mutual benefit of the public and the students who attend a school run by the Church on their adjacent site. The Church was to pay for the construction and maintenance of both the playing field and a retaining wall on each side of the field. Subsequently, the California Coastal Commission approved the permit required for the project's construction, subject to certain conditions. As a result of their action, Report No. 02-119 was presented to the Board on

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March 20, 2002. The Report sought approval of a First Amendment, which would incorporate these conditions into the Shared-Use Agreement. The Board approved the Amendment, and it was executed on November 13, 2002.

As stated in the Agreement, Calvary Church has been paying the Department a monthly fee of \$600.00 during the construction period. Section 2.B(2) states that after construction is complete, the Church will reduce the size of the park property they use from the initial 1.25 acres to a size that can reasonably accommodate ongoing use of the playing field by the school's students and the public. The monthly fee will also be reduced proportionally but not below \$400.00.

On October 20, 2004, the Church sent Department staff correspondence, including "project final" sign-offs from the Department of Building and Safety, stating that the playing field was ready for use. Also included was a revised legal description indicating that the Church's park portion had been reduced to 0.8 acre, a 36% reduction from the initial size. Since this reduction would reduce the monthly fee to \$384.00, which is below the agreed-upon minimum of \$400.00, the Church has begun to pay the minimum amount. The effective date of the reduction was October 1, 2004. The proposed Second Amendment acknowledges this fee reduction and also contains the revised legal description and site plan of the park property covered by the Agreement.

For future reference, the original Agreement provided that the monthly fee will be adjusted every two years according to a formula detailed in Section 2C. The next adjustment is to occur October 1, 2006, using U. S. Department of Labor statistics then in effect.

The Superintendent of Operations West concur with staff's recommendations.

This Report was prepared by Joan Reitzel, Senior Management Analyst in Real Estate and Asset Management.

REPORT OF GENERAL MANAGER

NO. 05-51

DATE: February 16, 2005

C.D. 04

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK PROPOSED RELOCATION OF THE LOS ANGELES MUSEUM OF THE HOLOCAUST TO A PORTION OF PAN PACIFIC PARK

* K. Chan	<u>kc</u>	J. Kalb	_____
J. Combs	_____	F. Mok	_____
H. Fujita	_____	K. Regan	_____


 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Consider the proposal to relocate the Los Angeles Museum of the Holocaust to a portion of Pan Pacific Park adjacent to the Los Angeles Holocaust Memorial;
2. Direct staff to work with representatives of the Los Angeles Museum of the Holocaust (LAMH) in determining public support for the proposal, including but not limited to, holding at least two community meetings;
3. Require LAMH to prepare and process, in accordance with Department standards and procedures, all California Environmental Quality Act (CEQA) requirements for review and approval by the Board;
4. Require LAMH to obtain all necessary State and County review and approvals;
5. Authorize staff to seek the assistance of the City Attorney's office in negotiating the terms and conditions for a long-term lease of park property for the proposed museum, if community support for the project is apparent; and,
6. Direct staff to return to the Board for final consideration of a proposed lease agreement upon fulfillment of all CEQA requirements, and obtaining community input and State and County approval for the proposed project, as described below.

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SUMMARY:

Pan Pacific Park is a 31.68 acre park located at 7600 Beverly Boulevard. The site was acquired in 1978 through a multi-agency purchase agreement. The City, Los Angeles County, Los Angeles County Flood Control District and the State of California were involved. As part of the agreement, the State was to retain ownership of the property with the Los Angeles County Parks and Recreation Department operating it. Also, the Los Angeles County Flood Control District would be able to construct a necessary flood control project in the area. In 1998, SB154 was passed which allowed for the transfer of title of property from the State to the City. This was brought about because both the State and County determined that they no longer had the resources to operate and maintain the site. A Cooperative Agreement was executed by both the County and City in early 2000 which transferred operational responsibility for the property to the City. In June 2000, the City forwarded a request to the State to convey title of the property to the City. This request was put on hold when the construction project for the development of park and recreation center uncovered contaminated soil. The City with the assistance of the late Councilmember Ferraro obtained an additional \$600,000.00 to clean-up the oil contaminated soil. The City sought reimbursement from the State and County for the added costs but failed. The title conveyance was never completed and the Department does not currently have title to the property.

As part of the Cooperative Agreement between the City and County, a pre-existing Donation Agreement between the County and Los Angeles Holocaust Memorial Monument Fund (LAHMMF) was also transferred. This agreement with the LAHMMF stipulated that the County would maintain the Los Angeles Holocaust Memorial which was constructed by the LAHMMF. The LAHMMF was not satisfied with the level of service provided by the County and was in the process of taking over maintenance and operation of the monument when the park was transferred to the City. Soon after the City began operating the park, the Board (Report No. 435-98) approved a Right-of-Entry agreement with LAHMMF and agreed to pay \$3,200 a month to continue its maintenance of the memorial and for providing security services. Several extensions to this Permit were issued over the years with the most current permit guaranteeing service until October 2005 and the payment was increase to \$3,600.00 a month as of October 2001. As of October 2004, the City has expended \$244,800.00 in consideration of the maintenance and security for the memorial.

At the November 17, 2004, Board meeting, the General Manager, through a memorandum, informed the Board of Recreation and Park Commissioners of a proposal to relocate the Los Angeles Museum of the Holocaust (LAMH) to a portion of the Department's Pan Pacific Park adjacent to the Los Angeles Holocaust Memorial. During the meeting, a number of speakers; including a representative from Council District 4, where the park is located, and members of the Park Advisory Board (PAB) overseeing the park, were given an opportunity to speak on the

REPORT OF GENERAL MANAGER

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proposal. It was apparent that the proposal had both supporters and detractors. The president of the PAB indicated that their board was not in favor of the proposal. Their objection was based on the following:

- (1) Precedent that would be set by utilizing public land for this private project,
- (2) The disruption to the neighborhood of the construction project which would be involved, and
- (3) The additional burden of parking and traffic which would be created by the new Museum.

The PAB had come to this conclusion at a meeting that was conducted in September 2004. Council District Office staff also had expressed some concerns and requested that further review and discussions with representatives of LAMH be made, particularly on the subject of identifying sufficient parking.

Since the Board meeting in November, representatives from LAMH have had several meetings and discussions with the Council Office staff and have responded to their concerns. As a result of these discussions, the Department received, in December 2004, a final proposal from LAMH. The proponents of the LAMH relocation have submitted for consideration a new, permanent museum adjacent to the Los Angeles Holocaust Memorial at Pan Pacific Park (Exhibit A). The new structure is to measure no more than 15,000 square feet and will include underground parking. Specific issues that representatives of LAMH have agreed to address are as follows:

1. **Parking** LAMH will provide subterranean parking for its membership and visitors in order to avoid Museum patrons using the Pan Pacific Recreation Center's overcrowded parking lot.
2. **Sidewalk** LAMH will build a standard 5 foot wide sidewalk, beginning at the Pan Pacific Park gear station in the northwest corner, and ending at the designated Federal property line near the fence line at the United States Post Office on the corner of The Grove Drive and Beverly Boulevard.
3. **Bus Drop Off** – LAMH will build a bus drop off into the new sidewalk to ensure safety of the students and Museum visitors that arrive at the Museum on busses.
4. **Soil Studies** – Once construction is underway, LAMH will assume all costs and responsibilities for removing any contaminated soil that may be discovered in the Methane Soil Studies that must be conducted on the property.
5. **Landscaping** – LAMH will assume the landscaping costs of the museum area.

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6. **Maintenance** – Once approval for LAMH relocation is given and construction begins, LAMH will assume the cost of maintaining the Los Angeles Holocaust Memorial that the City currently pays the Los Angeles Monument Fund \$3,600.00 per month to provide. It is envisioned that the Memorial will become an integral part of the proposed museum.

All the above issues will be incorporated into a new lease should the Board give approval to this proposal.

It is the opinion of Department staff that, at this time, additional review and consideration is necessary. It is apparent that there is support for the proposal as evidenced by the receipt of several letters of support provided by Los Angeles City Councilman Dennis P. Zine (CD3), Los Angeles City Councilman Antonio R. Villaraigosa (CD14), City of West Hollywood Councilman Jeffrey Prang, California State Assemblyman Paul Koretz (42nd District), California State Senator Sheila James Kuehl (33rd Senatorial District), United States Congressman Henry A. Waxman (30th District), United States Congressman Howard L. Berman (28th District), and United States Congressman Brad Sherman (27th District). However, staff can not ignore the local PAB's objections to the proposal. Therefore, staff recommends that at least two community meetings be conducted and that concurrence from the State and Los Angeles County Flood Control District be obtained.

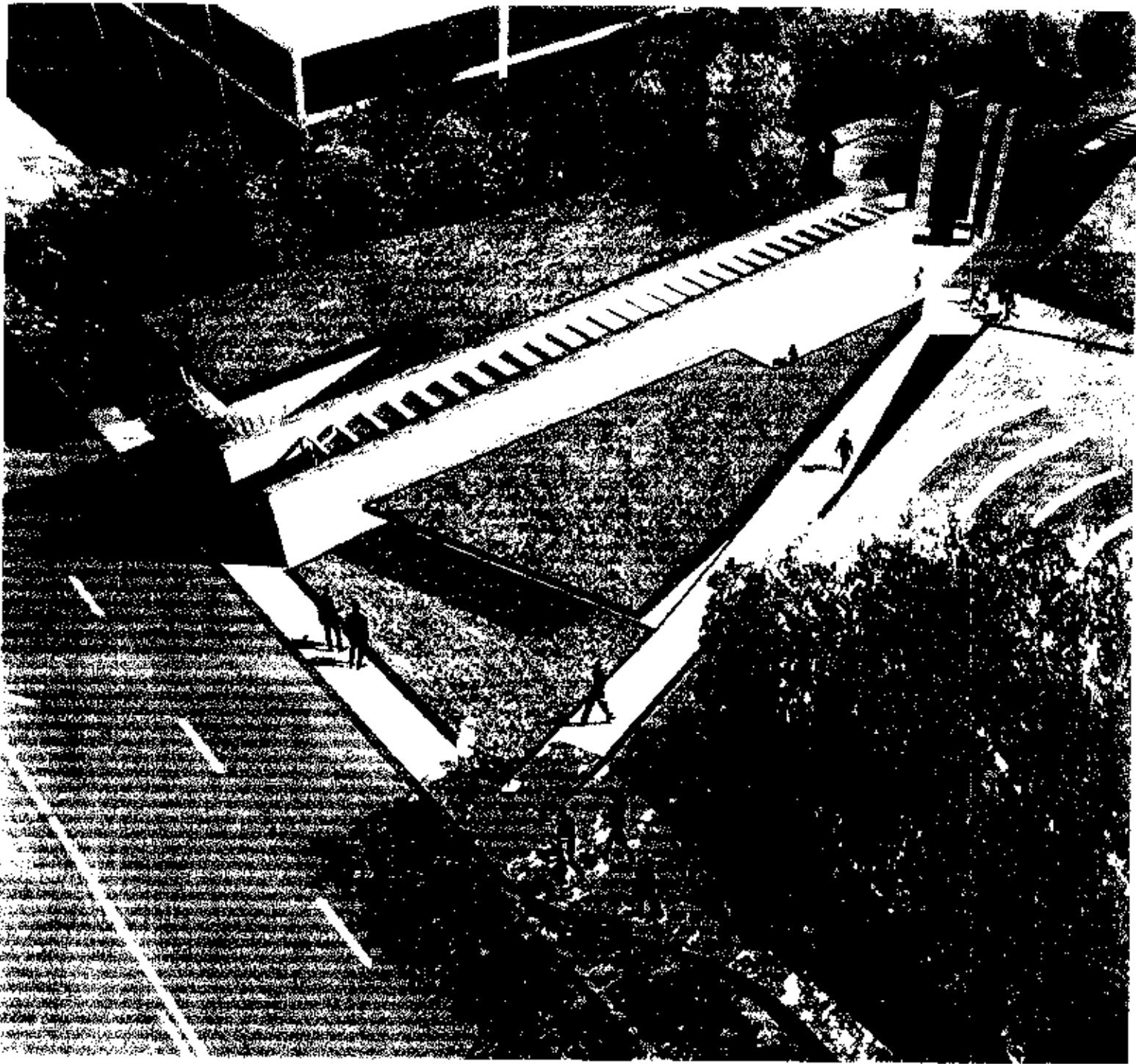
Further, Department staff will need to begin discussions/negotiations with representatives of LAMH on appropriate lease terms and conditions. Should the Board approve the relocation of the LAMH on park property, the Department will need to enter into a long-term lease agreement with the LAMH which will contain standard City requirements; including but not limited to performing all required maintenance on the property, paying all utilities, etc.

LAMH indicates that the approximate construction cost for the project is \$5,000,000.00. LAMH will secure private funds for the construction and maintenance of the project.

Operations staff concurs with staff's recommendations.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate and Asset Management, Planning and Development.

Exhibit A



REPORT OF GENERAL MANAGER

NO. 05-52

DATE: February 16, 2005

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: DOWNEY RECREATION CENTER; INSTALLATION OF MURAL INSIDE THE GYMNASIUM BUILDING

* K. Char. kc J. Kolh _____
J. Combs _____ F. Mok _____
H. Fujita _____ K. Regan _____


General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the installation of a mural inside the gymnasium building at Downey Recreation Center; and,
2. Authorize Department staff to issue a right-of-entry permit to the Xipe Totec Danzantes Aztecas dance group to perform the mural installation.

SUMMARY:

The Downey Recreation Center is located at 1772 North Spring Street, east of downtown Los Angeles. Xipe Totec Danzantes Aztecas, a community professional dance group, proposed the installation of a mural at Downey Recreation Center celebrating historic Aztec culture. Neighborhood Matching Funds, a community beautification program operated by the Board of Public Works, will fund the mural.

A community meeting was held on June 22, 2004. The meeting attendees discussed the mural, reviewed its design, and supported its installation at this site. The proposal was approved at the Cultural Affairs' Public Art Committee on April 14, 2004 and the Cultural Affairs Commission on August 5, 2004.

The artists, who are also members of the dance group, are Lazaro Arvizu, Citlali Arvizu, and Maricela Ponce. The mural will be located inside the gymnasium building on the south wall above the bleachers, the two pillars framing the wall, and the overhang joining the two pillars.

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The background wall mural will have the design of Tonatiuh (Sun). Tonatiuh represents life and the major eras of Aztec history. The two pillars framing the wall will have traditional Aztec geometric designs. The crossbeam type overhang joining the two pillars will carry the image of Quetzlcoatl (the feathered serpent). In Aztec legend, Quetzlcoatl is one of the four elements responsible for the creation of the universe. The mural will be painted with Nova Color Paints and a surface matte preparation for the walls will be used. Each artist will have a crew of volunteers to assist with the painting of the mural.

Anti-graffiti coating will be applied over the mural. The issues of preservation, repair, and major maintenance will be outlined in the Right-of-Entry permit and are the responsibility of the artists. They are aware of this and have indicated acceptance of these responsibilities. Removal of the mural in the future would require compliance with the provision of Civil Code Section 987.

The Councilperson of this District and Griffith/Metro Region staff support this project.

Staff has determined that the subject project will consist of interior alterations involving remodeling where there will be negligible or no expansion of use, and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (I) of the City CEQA Guidelines.

Report was prepared by Camille Didier, City Planner, Planning and Development.

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NO. 05-53

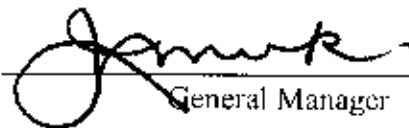
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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: REQUEST THE CITY PURCHASING AGENT TO ADVERTISE AND AWARD A CONTRACT FOR THE PROVISION AND INSTALLATION OF HARDWOOD FLOORS IN CITY FACILITIES

J. Combs		H. Fujita	_____
*K. Regan		K. Chan	_____
T. Mok	_____	J. Kolb	_____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Request the City Purchasing Agent, Department of General Services (GSD) to proceed with advertising and awarding a contract for hardwood floor material and installation; and,
2. Find, in accordance with Charter Section 1022, that the Department does not have the personnel available in its employ with the appropriate training and expertise to install new hardwood floors, and that the quantity of work is dependent on availability of special funds which cannot be predicted, and that for both reasons it is more feasible and economical to secure these services by contract.

SUMMARY:

The Department's Citywide Facility Repair Section currently uses City Contract No. 57604 to obtain material and skilled installation of hardwood floors in recreation centers and other park facilities which are not regularly budgeted expenses but are funded only occasionally as special funded sources come available. If not renewed, this contract will expire in March of 2005, and the Department has contacted GSD's Purchasing Section about processing a new contract so that these materials, with installation service, will continue to be available when the Department receives occasional funding for replacement hardwood floors.

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City requirements necessitate that before any contract with a service or labor component is awarded, the City must determine, in accordance with Charter Section 1022, that it is more economical or feasible to contract for the services than for them to be provided by City employees. As the major user of this hardwood flooring contract, the Department of Recreation and Parks was requested by GSD to perform and provide analysis for such a finding; however, GSD has been informed that a finding by the Board of Recreation and Park Commissioners is applicable only for Department of Recreation and Parks and not for a citywide use of this contract.

The current and proposed contracts include many types, qualities, and sizes of hardwood flooring, as well as peripheral components needed to install the flooring and services for installation, and for sanding, coating, and repairing related to installation. The contractor's staff has specialized skills, training, and experience that permit efficient installation of hardwood floors, but most significantly, projects are highly sporadic because work depends on special source funding such as grants, and it is not practical or economical to train and maintain a City installation crew for work which arises only when funding becomes available. Conversely, a contractor is in a position to respond timely when funding for a floor replacement is found, so that the community and the funding source see quick fulfillment of a new floor order.

This report was prepared by Linda Barth of Administrative Resources.

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NO. 05-54

DATE February 16, 2005

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS COMMUNICATIONS


General Manager

Approved _____

Disapproved _____

Withdrawn _____

The following communications have been received by the Board and recommended action thereon is presented.

From:

Recommendation:

1) City Attorney, to the City Council, requesting a closed session re: Apolinar Ramirez v. Federico de la Rosa, et al., Superior Court Case No. 1C066487.

Note and file.

2) City Clerk, relative to authorizing the employment of personnel for 2004-05 Budget for various Departments and Commissions.

Note and file.

3) City Clerk, relative to declaring February 8, 2005 as "Community Arts Partnership Day."

Note and file.

4) City Clerk, relative to supplemental Agreements Nos. 1 and 2 to Contract No. 2653 with Fremer/Savel Associates for as-needed architectural design services.

Refer to staff for further processing.

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- 5) City Clerk, relative to re-establishing a fingerprinting program for docents and other volunteers managed by the Greater Los Angeles Zoo Association. Refer to General Manager.
- 6) City Clerk, relative to declaring the "Re-enactment of the Signing of the Articles of Capitulation - Campo de Cahuenga" a Special Event. Note and file.
- 7) City Clerk, relative to declaring January 23-29, 2005, as Homeless Count Week 2005 in Los Angeles. Note and file.
- 8) City Clerk, relative to transferring funds from the Venice Area Surplus Real Property Fund for acquisition and placement of new trash receptacles on the Venice Boardwalk. Note and file.
- 9) City Clerk, relative to supporting submission of a joint application between the Department of Recreation and Parks and the Los Angeles Neighborhood Initiative for and Urban Streams Restoration Program grant. Note and file.
- 10) Richard Glair, relative an incident with the Facility Director at Queen Anne Recreation Center. Refer to General Manager.
- 11) Winston "Chuck" Schussman, relative to space availability for youth Soccer and Girls Softball in the West Valley. Refer to General Manager.
- 12) Sallie W. Neubauer, Co-Assistant President, Citizens committee to Save Elysian Park, relative to the large vacancy in full-time job positions. Note and file.

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13) Charles E. Gremer, President, West Hills Neighborhood Council, responding to the communications from Winston Schussman.

Note and file.

14) Kenneth Cloke, Director, Center for Dispute Resolution, encouraging the use of public policy mediation to resolve the Venice Boardwalk Public Expression Permit dispute.

Note and file.

Report prepared by Paul Liles

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

None

BIDS TO BE RECEIVED:

- 03/01/05 Echo Park Building Renovation (W.O. E170388F)
- 03/01/05 Hope and Peace Park - Development (#1335B)
- 03/01/05 Seoul International Park - Dodger Dream Field Project (W.O. E170314F)
- 03/08/05 Hansen Dam Universally Accessible Playground and Restroom (W.O. #PRJ1246A)

PROPOSALS TO BE RECEIVED:

None