

S P E C I A L A G E N D A

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

Wednesday, August 12, 2009 at 9:30 a.m.

Sepulveda Golf Complex, Monterey @ Encino Banquet Room
16821 Burbank Boulevard, Encino, CA 91436

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

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. INTRODUCTIONS:

Special Introduction and Opening Remarks by Councilmember Tony Cárdenas, Council District 6, or His Appointed Representative

Kevin Regan, Assistant General Manager, Operations West, will introduce the Staff of the Sepulveda Golf Complex

2. SPECIAL PRESENTATIONS:

Special Presentation of Resolution to Barbara G. Patchett, Principal Clerk, upon Her Retirement from City Service

Special Presentation of Resolution to Michael J. Fea, Construction and Maintenance Supervisor II, upon His Retirement from City Service

Special Presentation of Resolution to Veronica Vela, Senior Personnel Analyst, upon Her Retirement from City Service

Presentation of Citation to Roxie M. Evans, Recreation Facility Director, Upon Her Attainment of 41 Years of City Service

3. APPROVAL OF THE MINUTES:

Approval of the Minutes of the Meeting of July 8, 2009

4. GENERAL MANAGER'S REPORTS:

09-199 Hubert Humphrey Pool and Recreation Center - Americans with Disabilities Act Phase 2 (#1010K) (W.O.#E1903920F);
Algin Sutton Park and Recreation Center - Americans with Disabilities Act Phase 2 (#1015H) (W.O.#E1903902F);
Hazard Park and Recreation Center - Americans with Disabilities Act Phase 2 (#1020F) (W.O.#E1903922F); El Sereno Recreation Center - Americans with Disabilities Act Phase 2 (#1020E) (W.O.#E1903923F); - Final Acceptance

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- 09-200 Ross Snyder Recreation Center - Replacement of Synthetic Turf Project (W.O.#PRJ20182) - Final Acceptance
- 09-201 Evergreen Recreation Center - Childcare Center (W.O.#E170354F) - Contract No. 3184 - Release of Stop Notice
- 09-202 Brand Park - Community Building (#2800N) (W.O.#E170935F) and Evergreen Recreation Center - Childcare Center (W.O.#E170354F) - Acceptance and Release of Stop Notices on Construction Contracts
- 09-203 Crestwood Hills Park - Facility Enhancements Phase II (PRJ#20224)(W.O. #E170459) - Memorandum of Understanding between the Department of Recreation and Parks, the Department of Public Works, Bureau of Engineering and the Department of General Services
- 09-204 Pacific Overlook - Gift Agreement with the Los Angeles Harbor Watts Economic Development Corporation for the Design and Construction of Park-Related Improvements
- 09-205 Sunnynook River Park - Development and Maintenance of a New Park Along the Los Angeles River - Maintenance Agreement between the Department of Recreation and Parks and State of California Department of Transportation
- 09-206 Valley Plaza Park - Maintenance and Operations Agreement between the Department of Recreation and Parks and Volunteers of America of Los Angeles for the Use of an Existing Head Start Facility
- 09-207 Elysian Park - Authorization to Grant an Easement and Right of Entry Permit to the Los Angeles County Metropolitan Transportation Authority (MTA) for Access onto Park Property for the Purpose of Performing Slope Stabilization Work
- 09-208 Landscape, Irrigation, and Facility Modernization Program - Quimby/Park Fees Plan for Various Projects
- 09-209 Cesar Chavez Recreation Complex (Sheldon Arleta Project) - Park Design and Development - Allocation of Subdivision/Quimby Fees
- 09-210 Felicia Mahood Senior Multipurpose Center - Building Improvements - Allocation of Subdivision/Quimby Fees
- 09-211 Moorpark Park - Allocation of Subdivision/Quimby Fees for Outdoor Park Improvements
- 09-212 Wattles Gardens Park - Wattles Mansion Building and Outdoor Improvements - Allocation of Subdivision/Quimby Fees
- 09-213 Westside Neighborhood Park - Outdoor Park Improvements - Allocation of Subdivision/Quimby Fees

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- 09-214 West Valley Park - Renaming to "LAPD SWAT Officer Randal D. Simmons Park" and Installation of Appropriate Park Signage
- 09-215 Arroyo Seco Park - Hermon Park - Conceptual Approval of Installation of Sculptures and Plaque
- 09-216 Sepulveda Recreation Center - Mural at Basketball Court
- 09-217 Pershing Square - Amendment No. 2 to Contract No. 3205 with Mobile Illumination, Inc., to Extend the Term and Increase the Contract Amount
- 09-218 Balboa Park Tennis Professional - Award of Interim Concession Agreement to Match Point Management
- 09-219 Greek Theatre - Concession Rent Amortization for Public Safety Improvement
- 09-220 Resident Caretaker Program Policy and Rental Agreement for Recreation and Park Facilities
- 09-221 Memorandum of Understanding Between the Department of Recreation and Parks and the Los Angeles County Probation Department for the Juvenile Justice Crime Prevention Act After-School Enrichment and Supervision Program for Fiscal Year 2009-2010
- 09-222 Pershing Square Park - Award of Professional Services Contract with Willy Bietak Productions, Inc. for the 2009-2010 "Downtown on Ice" Outdoor Winter Ice Skating Rink
- 09-223 Various Communications

5. UNFINISHED BUSINESS:

- 09-071 Griffith Park and Hollenbeck Park - Plaque Installation Proposals
- 09-189 Sepulveda Basin Recreation Area - Anthony C. Beilenson Park Environmental Assessment/Initial Study and Mitigated Negative Declaration for the Proposed Development of a Ball Field for Persons with Special Needs

6. COMMISSION TASK FORCES:

- Commission Task Force on Concessions (Commissioners Spelling and Williams)
- Commission Task Force on Facility Repair and Maintenance (Commissioners Sánchez and Valles)

7. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities

8. FUTURE AGENDA ITEMS:

August 12, 2009

Requests by Commissioners to Schedule Specific Items on Future Agendas

9. 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.

10. NEXT MEETING:

The next scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, September 2, 2009 at 9:30 a.m., at EXPO Center, 3980 S. Menlo Avenue, Los Angeles, CA 90037.

11. 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 into the Meeting.

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)202-2640.

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.

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers:

from Downtown Los Angeles	(213) 621-CITY (2489)
from West Los Angeles	(310) 471-CITY (2489)
from San Pedro	(310) 547-CITY (2489)
from Van Nuys	(818) 904-9450

For information, please go to the City's website:
<http://ita.lacity.org/lacityview35/>

Information on agenda items may be obtained by calling the Commission Office at (213) 202-2640. 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. 09-199

DATE August 12, 2009

C.D. 7, 8 & 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HUBERT HUMPHREY POOL AND RECREATION CENTER - AMERICANS WITH DISABILITIES ACT PHASE 2 (#1010K) (W.O. #E1903920F); ALGIN SUTTON PARK AND RECREATION CENTER - AMERICANS WITH DISABILITIES ACT PHASE 2 (#1015H) (W.O. #E1903902F); HAZARD PARK AND RECREATION CENTER - AMERICANS WITH DISABILITIES ACT PHASE 2 (#1020F) (W.O. #E1903922F); EL SERENO RECREATION CENTER - AMERICANS WITH DISABILITIES ACT PHASE 2 (#1020E) (W.O. #E1903923F) FINAL ACCEPTANCE

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Accept the work performed on four projects, under the Memorandum of Understanding (MOU) with the Department of General Services (GSD) and the Bureau of Engineering (BOE): Hubert Humphrey Pool and Recreation Center – Americans With Disabilities Act (ADA) Phase 2 (#1010K) (W.O. #E1903920F); Algin Sutton Park and Recreation Center – Americans With Disabilities Act Phase 2 (#1015H) (W.O. #E1903902F); Hazard Park and Recreation Center – Americans With Disabilities Act Phase 2 (#1020F) (W.O. #E1903922F); and the El Sereno Recreation Center – Americans with Disabilities Act Phase 2 (#1020E) (W.O. #E1903923F), as outlined in the body of this report; and,
2. Authorize the Board Secretary to furnish GSD with letters of completion.

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-199

SUMMARY:

On June 4, 2004, construction projects for required Americans with Disabilities Act (ADA) park improvements at the following four (4) facilities were awarded to GSD through the approval of an MOU between RAP, BOE and GSD (Board Report No. 04-183, Board Report No. 07-138, Supplemental MOU and Board Report No. 08-71, Amendment to Supplemental MOU):

1. Hubert Humphrey Pool and Recreation Center – ADA Phase 2 (#1010K), (W.O. #E1903920F), located at 12560 West Filmore Street (Pool building) and 12570 West Filmore Street (Recreation Center), Pacoima, CA 91331;
2. Algin Sutton Park and Recreation Center – ADA Phase 2 (#1015H), (W.O. #E1903902F), located at 8800 South Hoover Street, Los Angeles, CA 90044;
3. Hazard Park and Recreation Center – ADA Phase 2 (#1020F), (W.O. #E1903922F), located at 2230 East Norfolk Street, Los Angeles 90033; and,
4. El Sereno Recreation Center – ADA Phase 2 (#1020E), (W.O. #E1903923F), located at 4735 East Klamath Street, Los Angeles 90032.

The MOU also covers projects at twelve (12) other locations, for a total of sixteen (16) projects. The ADA park improvements included concrete paths of travel to various park amenities, restroom improvements, ADA compliant pool lift, and addition and replacement of drinking fountains with ADA compliant models. Eleven of the sixteen (16) projects have been previously completed and accepted by the Board (Board Report Nos. 06-298, 07-153 and 08-166).

Construction of the first of the four projects that are the subject of this report began on September 30, 2007. Final inspections by the Department of Building and Safety were completed for all four projects and RAP took beneficial occupancy of these projects on March 26, 2009.

The initial appropriation of funds to GSD to complete the four subject projects, as specified in the MOU, was \$1,005,293.30, including a 10 percent allowance for change orders. Total amount of the change orders issued for these four projects was \$24,370.09, which represents 2.4 % of the awarded amount. GSD's total expenditure for constructing these four projects (including the change orders) was \$880,348.86, which leaves an available balance of \$124,944.44. See table with breakdown by project and funding source.

REPORT OF GENERAL MANAGER

PG. 3 NO. 09-199

Project Name	Date Project Completed	Sources of Funds				(E) =	(F)	(G) = (E) - (F)
		Quimby (A) 302/89	CDBG (B) 424/22	S&F (C) Yr 02-03 209/88	Account (D) #870K 302/89	(A)+(B)+(C)+(D) Appropriation to GSD per Project	Payment to GSD per Project	Remaining Funds at GSD
Hazard Park and Recreation Center	4/30/08	\$0	\$60,000.00	\$0	\$4,200.00	\$64,200.00	<\$34,297.21>	\$29,902.79
Hubert Humphrey Pool and Recreation Center	9/30/08	\$40,000.00	\$231,629.44	\$11,988.84	\$185,892.99	\$469,511.27	<\$428,240.43>	\$41,270.84
Algin Sutton Park and Recreation Center	10/30/08	\$17,000.00	\$115,956.03	\$0	\$167,426.00	\$300,382.03	<\$261,799.45>	\$38,582.58
El Sereno Recreation Center	3/26/09	\$0	\$130,000.00	\$30,000.00	\$11,200.00	\$171,200.00	<\$156,011.77>	\$15,188.23
Totals		\$57,000.00	\$537,585.47	\$41,988.84	\$368,718.99	\$1,005,293.30	<\$880,348.86>	\$124,944.44

GSD has finished the work for these four projects. However, there are other ADA projects which have not yet started. Staff shall recommend the \$124,944.44 surplus allocation under a separate board report.

The Bureau of Engineering, Architectural Division's Project Management staff completed the construction management of the four subject projects. The Program Manager advised RAP that GSD completed the construction of these four projects as of March 26, 2009 and that the quality of the work is excellent.

There are no contract compliance or labor issues with the work done under this MOU. Some of the construction work was completed by City employees and other work by subcontractors under the supervision of GSD staff.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund. The Department currently operates these facilities and operating budgets are in place.

REPORT OF GENERAL MANAGER

PG. 4 NO. 09-199

This report was prepared by Ada Fernandez-De La Rosa, Project Manager, BOE Architectural Division. Reviewed by Mahmood Karimzadeh, AIA, Program Manager, and by Michael Kantor, Deputy City Engineer; Neil Drucker, Program Manager, Recreational and Cultural Facilities Program; Deborah Weintraub, Chief Deputy City Engineer, Bureau of Engineering; and by Michael A. Shull, Superintendent, Department of Recreation and Parks.

REPORT OF GENERAL MANAGER

NO. 09-200

DATE August 12, 2009

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROSS SNYDER RECREATION CENTER - REPLACEMENT OF SYNTHETIC TURF PROJECT (W.O. #PRJ20182) - FINAL ACCEPTANCE

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

AS

Reg Adams
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the final acceptance of work performed under Contract No. 3284 as outlined in the body of this report;
2. Authorize the Department's Chief Accounting Employee to release all retention monies held under Contract No. 3284 to Empire and Associates, Inc., dba Sprinturf, 35 calendar days after the acceptance by the Board; and,
3. Authorize the Board Secretary to furnish Empire and Associates, Inc., dba Sprinturf with a letter of completion.

SUMMARY:

A sole source construction contract was awarded to Empire and Associates, Inc., dba Sprinturf on February 18, 2009 (Board Report No. 09-041), in an amount not-to-exceed \$295,000, for the Ross Snyder Recreation Center - Replacement of Synthetic Turf Project (W.O. #PRJ20182) located at 1501 East 41st Street, Los Angeles, CA 90011, in Council District Nine.

The Ross Snyder Center project scope involved the replacement of the synthetic turf materials at the Ross Snyder Recreation Center synthetic soccer field. The construction was completed on August 4, 2009.

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-200

The existing synthetic field (Field) at the Ross Snyder Center was in need of replacement due to its composition, age and heavy use. It was manufactured at a time when lead was used in the pigment of the turf fibers. The Field was tested by both representatives of the Department and the turf manufacturer. Although the manufacturer's results concluded that the Field tested below allowable lead limits under a test developed by the California Consumer Safety Products Commission, the Department chose to take a more conservative approach and believes that it was in the interest of the community to have the synthetic field materials replaced with new materials, for both added precaution and due to the fact that the Field is beyond its expected lifespan. The replacement of the Field eliminated the possible long term risk of the fibers breaking down, thus allowing a possible means of human contact directly with the lead.

The Ross Snyder Recreation Center - Replacement of Synthetic Turf Project (W.O. #PRJ20182) was completed with one Change Order, issued in the amount of \$65,000; the final contract amount, including the Change Order is \$354,603.

FISCAL IMPACT STATEMENT:

The funding for the Ross Snyder Recreation Center - Replacement of Synthetic Turf Project (W.O. #PRJ20182) was provided by donations from Nike USA, Inc., and LA84 Foundation, RAP's special use funds and Quimby funds. Therefore, there was no impact to the Department's General Fund for the removal and replacement of the synthetic soccer field at Ross Snyder. The operations and maintenance costs of the new soccer field at Ross Snyder are already included in the Department's current General Fund annual budget appropriation.

This report was prepared by Jimmy Newsom, Management Analyst and Michael Shull, Superintendent, Planning and Construction Division, Department of Recreation and Parks.

REPORT OF GENERAL MANAGER

NO. 09-201

DATE August 12, 2009

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EVERGREEN RECREATION CENTER - CHILDCARE CENTER
(W.O. #E170354F) - CONTRACT NO. 3184 - RELEASE OF STOP NOTICE

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Acknowledge receipt of an affidavit from HMI Construction Services, General Contractor for the Evergreen Recreation Center – Childcare Center (W.O. #E170354F) project, Contract No. 3184, and, that no counter-affidavit was received from Electrical Systems Startup within the stipulated 20 days of their receipt of the affidavit; and,
2. Authorize the release of all funds currently held to satisfy the Stop Notice claim in the amount of \$48,586.81.

SUMMARY:

On October 25, 2007, the Department received a Stop Notice from Electrical Systems Startup (ESS) to withhold funds in the amount of \$48,586.81 from HMI Construction Services for the Evergreen Recreation Center – Childcare Center (W.O. #E170354F) project.

On May 13, 2009, the Department received an affidavit from HMI Construction Services challenging the aforementioned Stop Notice from ESS, stating that ESS had been paid for its services. Pursuant to California Civil Code section 3199, the Department forwarded a copy of the affidavit to ESS via certified mail and informed them that if a valid counter-affidavit was not received in the Board Office by June 10, 2009 (20 days after their receipt of the certified letter) the funds would be released to HMI Construction Services.

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-201

No such counter-affidavit was received from ESS; therefore, in accordance with California Civil Code section 3200, the funds must be released to HMI Construction Services and the Board is released from any and all liability for said release of funds.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund, as funds have already been appropriated for this purpose.

This report was prepared by LaTonya D. Dean, Commission Executive Assistant.

REPORT OF GENERAL MANAGER

NO. 09-202

DATE August 12, 2009

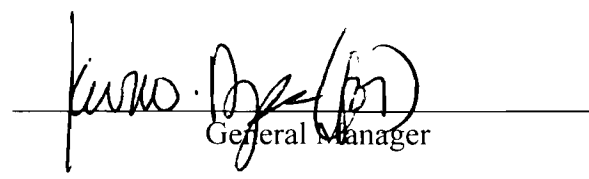
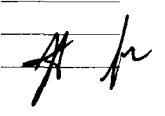
C.D. 7 & 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BRAND PARK - COMMUNITY BUILDING (#2800N) (W.O. #E170935F)
AND EVERGREEN RECREATION CENTER - CHILDCARE CENTER
(W.O. #E170354F) - ACCEPTANCE AND RELEASE OF STOP NOTICES ON
CONSTRUCTION CONTRACTS

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____

J. Kolb _____
F. Mok _____
K. Regan _____
*M. Shull _____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Accept the following Stop Notice and direct staff to withhold the amount claimed in it, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if the amount of the funds are available, and to notify the contractor, sureties, and other interested parties that the amount of the claim plus 25% will be withheld; and,
2. Accept the following Release of Stop Notice.

SUMMARY:

ACCEPTANCE OF STOP NOTICE:

The Department is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Sections 3103 and 3181, on the following contract:

Contract 3212 CD 7
Brand Park - Community Building
(W. O. #E170935F)
Project Status: 85%
Project Impact: none

General Tek-Up Construction
Contractor:
Claimant: Precision Doors & Millwork
Amount: \$5,011.10

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-202

RELEASE OF STOP NOTICE:

The Department is in receipt of a Release of Stop Notice filed by the claimant below, which releases the Board from any and all liability for withholding funds from the general contractor or the sureties:

<u>Contract 3184</u>	CD 14	General	HMI Construction Services
Evergreen Recreation Center – Childcare Center (W.O. #E170354F)		Contractor:	
Project Status: 99%		Claimant:	Southern California IBEW- NECA Trust Funds
Project Impact: none		Amount:	\$24,879.99

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund, as funds have already been appropriated for this purpose.

This report was prepared by LaTonya D. Dean, Commission Executive Assistant.

REPORT OF GENERAL MANAGER

NO. 09-203

DATE August 12, 2009

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CRESTWOOD HILLS PARK - FACILITY ENHANCEMENTS PHASE II (PRJ#20224) (W.O. #E170459F) - MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS, THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING AND THE DEPARTMENT OF GENERAL SERVICES

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

A for

[Signature]
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the proposed Memorandum of Understanding (MOU), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP), the Department of General Services (GSD), and the Bureau of Engineering (BOE), to provide construction services for the Crestwood Hills Park – Facility Enhancements Phase II (PRJ#20224) (W.O. #E170459F) project, subject to the approval of the City Attorney as to form;
2. In accordance with the proposed MOU, upon its execution, direct RAP’s Chief Accounting Employee to secure the necessary Council approval to appropriate \$154,547 in Subdivision/Quimby Fees for the Crestwood Hills Park - Facility Enhancements Phase II (PRJ#20224) (W.O. #E170459F) project; prior to the start of construction as follows:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT NO.</u>	<u>APPROPRIATION AMT</u>
Quimby	302/89/460K-CA	\$ 154,547
Total:		\$ 154,547

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-203

Through GSD Account 140F, to the appropriate GSD accounts in Fund 100, Dept. 40, listed below:

1101 – Construction Salaries Hiring Hall:	\$ 81,200
1121 – Hiring Hall Fringe Benefits:	\$ 17,400
3180 – Construction Materials and Supplies:	<u>\$ 55,947</u>
Total:	\$ 154,547

and transfer cash to GSD on an as-needed basis subject to submission of expenditure reports by GSD and approval of these reports by the BOE Project Manager.

3. Direct the Board Secretary to transmit the proposed MOU to the City Attorney for review and approval as to form; and,
4. Authorize the Department’s General Manager, or designee, to execute the MOU, subject to approval as to form by the City Attorney.

SUMMARY:

The Crestwood Hills Park Facility Enhancement Phase I project was completed by the GSD and accepted by the Board on July 23, 2008 (Board Report No. 08-210).

The Crestwood Hills Park Facility Enhancement Phase II project’s design obtained a Department of Building and Safety permit on May 1, 2009. GSD provided a “Class A” construction estimate based on the permitted plans, in the amount of \$140,497, and a contingency of 10% or \$14,050 is proposed to be added, for a total MOU amount of \$154,547. The Phase II scope of work includes kitchen, storage, and mechanical room remodeling, community room wood flooring, and reconstruction of the adjacent sidewalks which have been damaged by settlement over the years.

On July 9, 2008, the Commission approved the allocation of \$163,062 in Subdivision/Quimby Fees for the Crestwood Hills Park Facility Enhancement Phase II project (PRJ#20224) (W.O. #E170459F) (Board Report No. 08-198). Of these funds, \$154,547 will be appropriated to GSD to fund the construction of Phase II; the remaining amount will be used for design, project management, construction management, and permit costs. These Quimby Fees were collected within two miles of Crestwood Hills Park, which is the standard distance for the allocation of Quimby Fees for community parks. With the approval of the transfer of Quimby funds, this project will be fully funded.

REPORT OF GENERAL MANAGER

PG. 3 NO. 09-203

Staff believes awarding this project to GSD in lieu of conducting a competitive construction bid process is the best option as GSD has successfully completed Phase I on time and is intimately familiar with the facility.

In addition to timeliness, GSD has had experience in successfully completing RAP projects similar to this one, namely those that have high possibility of discovering unforeseen conditions during construction. By using GSD, the City would pay for the direct costs of dealing with the unforeseen conditions, without contractor mark-ups and time delay costs. Therefore, staff requests that the General Manager execute the proposed Phase II MOU for construction of the facility.

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 pursuant to Article III, Section 1a, Class 1(4, 5), and Section 1k, Class 11(7) of the City CEQA Guidelines. A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk's office on June 19, 2000 and the County Clerk's office on June 20, 2000. As the scope of the project has not changed since the NOE was filed, no further CEQA action is required.

The Councilmember for Council District 11 and West Region management and staff support the recommendations as set forth in this Report.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund as the Phase II project will be funded with Quimby funds. The assessments of the future operations and maintenance cost have yet to be determined.

The report was prepared by William Tseng, Project Manager, Bureau of Engineering. Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Program, Bureau of Engineering; Deborah Weintraub, Chief Deputy City Engineer, Bureau of Engineering; and Michael A. Shull, Superintendent, Planning and Development, Department of Recreation and Parks.

This item not included in the package

09-204 Pacific Overlook - Gift Agreement with the Los Angeles
Harbor Watts Economic Development Corporation for the
Design and Construction of Park-Related Improvements

REPORT OF GENERAL MANAGER

NO. 09-205

DATE August 12, 2009

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUNNYNOOK RIVER PARK - DEVELOPMENT AND MAINTENANCE OF A NEW PARK ALONG THE LOS ANGELES RIVER - MAINTENANCE AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

Handwritten initials

Handwritten signature
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the proposed Agreement for Development and Maintenance of a Landscaped Area within State Highway Right of Way (Maintenance Agreement), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP) and the State of California Department of Transportation (Caltrans) for the development and maintenance of a park along the Los Angeles River to be known as the Sunnynook River Park, subject to the approval of the Mayor and the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Maintenance Agreement concurrently to the Mayor in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the General Manager to execute the Maintenance Agreement upon receipt of the necessary approvals.

SUMMARY:

The Sunnynook River Park project is a multi-benefit project that will create a new, 3.4 acre, public park and greenway along the existing Los Angeles River Bike Path on the west side of the

REPORT OF GENERAL MANAGER

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Los Angeles River. The five acre project site has two property owners, Caltrans and Department of Water and Power (DWP), and is located between the I-5 Freeway (west boundary), the Los Angeles River bike path (east boundary), the Glendale-Hyperion Viaduct (south boundary) and the Sunnynook pedestrian bridge (north boundary). Caltrans owns an approximately four acre parcel, of which the project is utilizing and developing approximately two acres and the remaining two acres of the property will be left in its natural state to provide a buffer along the I-5 Freeway. DWP owns the remaining 0.96 acre parcel which is located immediately adjacent to the Los Angeles River Bike Path, as shown on Exhibit A.

The Sunnynook River Park project offers the opportunity to simultaneously meet the objectives of the City's 2007 LA River Revitalization Master Plan and the Los Angeles County's 1996 River Master Plan. The Sunnynook River Park project will provide a vital pedestrian connection and green linkage to the Los Angeles River for visitors to Griffith Park as well as to the communities of Silver Lake and Atwater Village. The project will transform an underutilized, degraded, and unimproved property. It will restore native woodland and riparian habitats and be landscaped with native vegetation, and will include a variety of park improvements such as a decomposed granite walking path, picnic areas, benches, educational amenities, and signage. Once completed, the Sunnynook River Park will serve as a rest area for pedestrians and cyclists, and where possible, support habitat for terrestrial, riverine, and avian wildlife.

The Sunnynook River Park project design is scheduled to be completed by April 2010, with the construction contract bid and award process to be conducted from April 2010 through September 2010. Project construction is scheduled to start September 2010 and be completed by September 2011. The Sunnynook River Park project is funded by a \$350,000 grant from the State Environmental Enhancement and Mitigation Program and a \$1,350,000 grant from the Mountains Recreation and Conservation Authority (MRCA) for a total of \$1,700,000. With the award of these two grants, this project is fully funded.

The proposed Maintenance Agreement will authorize the City to complete the development of the Sunnynook River Park project and provide the newly developed park as passive, open space for the benefit and enjoyment of the general public. Under this agreement, RAP will be responsible for the maintenance, operations, and security for the project site. The term of the proposed Maintenance Agreement with Caltrans is thirty (30) years, with no payment required for the use of Caltrans property. A separate agreement with the DWP to license the 0.96 acre parcel under their control is still pending, and will be submitted to the Board for consideration at a later date.

On April 7, 2008, the Department of Public Works, Bureau of Engineering, determined that, as the project consists of a minor alteration of an existing site, the Sunnynook River Park Project qualifies for a categorical exempt from the California Environmental Quality Act (CEQA) under

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PG. 3 NO. 09-205

Class 1 Paragraphs c, d, f and h of the City CEQA Guidelines. Therefore, no additional CEQA documentation is required for approval of the project.

The Assistant General Manager of Operations East, the Superintendent of the Metro Region, and Council District 4, support the recommendations set forth in this report.

FISCAL IMPACT STATEMENT:

There will be no fiscal impact to the Department's General Fund associated with this project, except the cost of maintenance and operations related to operating the newly developed park. Future costs related to the park's maintenance and operation will be included in the Department's annual budget request. All development costs are being funded through grant funding.

This report was prepared by Darryl Ford, Management Analyst II, Planning and Development Division.

REPORT OF GENERAL MANAGER

NO. 09-206

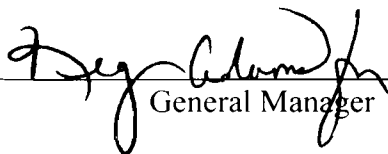
DATE August 12, 2009

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY PLAZA PARK - MAINTENANCE AND OPERATIONS AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE USE OF AN EXISTING HEAD START FACILITY

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



 General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Maintenance and Operations Agreement, substantially in the form on file in the Board Office, between the Department of Recreation and Parks (Department) and Volunteers of America of Los Angeles (VOALA) for use of the Department's Valley Plaza Park Head Start Facility, subject to the approval of the Mayor, City Council and the City Attorney as to form;
2. Authorize staff to issue a temporary, Revocable Right-of-Entry (ROE) Permit for the continued use of the Head Start Facility by VOALA for a period of six (6) months, pending execution of the proposed Agreement;
3. Direct the Board Secretary to transmit forthwith the proposed Maintenance and Operations Agreement to the Mayor in accordance with Executive Directive No. 3 and concurrently to the City Attorney for review and approval as to form; and,
4. Authorize the Board President and Secretary to execute the Agreement upon obtaining the necessary approvals.

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SUMMARY:

Valley Plaza Park Head Start Facility is located at 12331 Vanowen Street, North Hollywood. VOALA has continuously operated the Head Start Facility with ROE Permit No. 584 since it was initially issued in June 2006. The initial permit had a term of one (1) year, but was subsequently amended for an additional two (2) years expiring on June 30, 2009. The Department is requesting Board approval of a temporary, revocable right-of-entry permit for a six (6) month period to allow VOALA to provide continuous, uninterrupted child care service to the community pending execution of the proposed Maintenance and Operations Agreement (Agreement). At this time VOALA has four (4) staff members providing morning and afternoon child care sessions, thirty-four (34) children attend each session, a total of sixty-eight (68) children are cared for daily. VOALA and the Department agree that VOALA'S continued occupancy is in the best interest of the Department and the Valley Plaza Park community. The Department has determined that the best mechanism to continue the relationship between the City and VOALA is a Maintenance and Operations Agreement with a five (5) year term.

The Department is completely satisfied with VOALA'S performance pursuant to the terms and conditions of ROE Permit No. 584. The City will be best served by VOALA'S continued management of the Head Start Facility under the proposed Agreement for a term of five (5) years.

Staff has determined that the subject project will consist of the issuance of an agreement for the continued operation and maintenance of an existing park facility and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

Staff has discussed the proposed Agreement with the Acting Superintendent of the Valley Region, and the Office of Council District 2, and they concur with staff recommendations.

FISCAL IMPACT STATEMENT:

This Maintenance and Operations Agreement will not have any impact on the Department's General Fund, as all associated costs shall be paid by VOALA at no cost to the City.

This report was prepared by Gregory Clark, Management Analyst II, Real Estate and Asset Management Section.

This item not included in the package

09-207 Elysian Park - Authorization to Grant an Easement and
Right of Entry Permit to the Los Angeles County
Metropolitan Transportation Authority (MTA) for Access
onto Park Property for the Purpose of Performing Slope
Stabilization Work

This item not included in the package

09-208 Landscape, Irrigation, and Facility Modernization
Program - Quimby/Park Fees Plan for Various Projects

REPORT OF GENERAL MANAGER

NO. 09-209

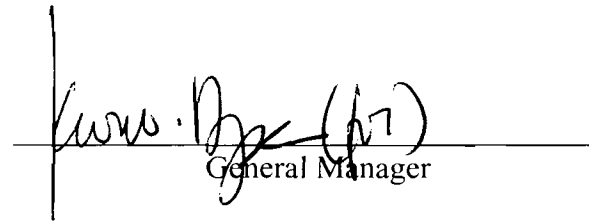
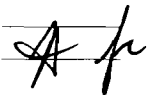
DATE August 12, 2009

C.D. 6

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CESAR CHAVEZ RECREATION COMPLEX (SHELDON ARLETA PROJECT) - PARK DESIGN AND DEVELOPMENT - ALLOCATION OF SUBDIVISION/QUIMBY FEES

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Authorize the Department's Chief Accounting Employee to establish new Subdivision/Quimby Fees Account No. 460K-AV with Sheldon Arleta as the Account Name;
2. Authorize the Department's Chief Accounting Employee to transfer \$16,920 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00 to the Sheldon Arleta Account 460K-AV;
3. Authorize the Department's Chief Accounting Employee to transfer \$470,187 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00 to the Sheldon Arleta Account 460K-AV;
4. Authorize the Department's Chief Accounting Employee to transfer \$51,474 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00 to the Sheldon Arleta Account 460K-AV;

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5. Authorize the Department's Chief Accounting Employee to transfer \$4,973 in Zone Change/Park Fees, which were collected in Fiscal Year 2006-2007, from the Zone Change/Park Fees Account No. 440K-00 to the Sheldon Arleta Account 460K-AV; and,
6. Approve the allocation of \$543,554 in Subdivision/Quimby Fees from the Sheldon Arleta Account 460K-AV for the park design and development project at Cesar Chavez Recreation Complex (Sheldon Arleta Project), as described in the Summary of this Report.

SUMMARY:

Sheldon-Arleta Landfill is a City-owned closed landfill, located at 12455 Wicks Street in Sun Valley. The 41-acre site is bounded on the north by a residential area, on the south by the newly completed Richard E. Byrd Middle School, on the east by LAUSD's John H. Francis Polytechnic High School, and on the west by the Tujunga Spreading Grounds.

In mid 2003, a multi-departmental City task force was assembled to address key issues related to the development of the landfill into a recreational facility. The proposed development, known as the "Cesar Chavez Recreation Complex," would be placed on top of the closed landfill. The development will be constructed in three phases, and is anticipated to be completed at the end of calendar year 2011. When complete, the project will include multiple soccer fields, baseball fields, basketball courts, picnic areas, a children's play area, a walking/jogging path, and a parking lot. Due to the facilities, features, programs, and services it will provide once complete, the Cesar Chavez Recreation Complex (Sheldon Arleta Project) would meet the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Cesar Chavez Recreation Complex (Sheldon Arleta Project) project is being funded through a variety of sources including Proposition K and Proposition 40. Department staff has determined that supplemental funding will be necessary to complete this project. Specifically, these funds will help supplement both the design of the park as well as some of the initial site development costs.

Upon approval of this report, the Subdivision/Quimby Fees and Zone Change/Park Fees listed below can be transferred to Sheldon Arleta Account 460K-AV for the park design and development project at Cesar Chavez Recreation Complex (Sheldon Arleta Project):

- \$16,920 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00;

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- \$470,187 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$51,474 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$4,973 in Zone Change/Park Fees, which were collected in Fiscal Year 2006-2007 from the Zone Change/Park Fees Account No. 440K-00.

The total Quimby/Park Fees allocation for the outdoor park improvement project at Cesar Chavez Recreation Complex (Sheldon Arleta Project) is \$543,554. These Fees were collected within two miles of Cesar Chavez Recreation Complex (Sheldon Arleta Project), which is the standard distance for the allocation of the Subdivision/Quimby Fees and Zone Change/Park Fees for community recreational facilities.

Staff has determined that the subject project will involve the development of active and passive recreational facilities on a city-owned site formerly used as a municipal landfill. 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 with the implementation of project specific mitigation measures. A Mitigated Negative Declaration was prepared and adopted, and a Notice of Determination was filed with the Los Angeles County Clerk's office on June 23, 2004.

Council District Six and Valley Region Superintendent support the recommendations set forth in this report.

FISCAL IMPACT STATEMENT:

The approval of this allocation of Subdivisions/Quimby Fees should not have any fiscal impact on the Department, as the costs of this project is anticipated to be funded by the collected Quimby/Park Fees or funding sources other than the Department's General fund.

This report was prepared by Darryl Ford, Management Analyst II, Planning and Development Division.

REPORT OF GENERAL MANAGER

NO. 09-210

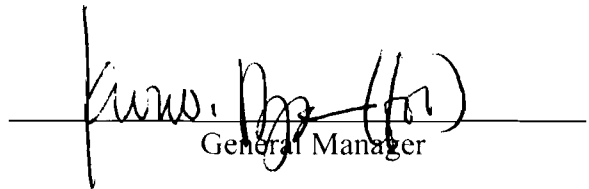
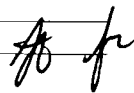
DATE August 12, 2009

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER - BUILDING IMPROVEMENTS - ALLOCATION OF SUBDIVISION/QUIMBY FEES

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Authorize the Department's Chief Accounting Employee to transfer \$125,000 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00 to the Felicia Mahood Account No. 460K-FF; and,
2. Approve the allocation of \$125,000 in Subdivision/Quimby Fees from the Felicia Mahood Account No. 460K-FF for the building improvements project at Felicia Mahood Senior Multipurpose Center, as described in the Summary of this Report.

SUMMARY:

Felicia Mahood Multipurpose Center is located at 11338 Santa Monica Boulevard in the West Los Angeles area of the City. This 0.53 acre facility provides a variety of services and programs to the surrounding senior community, including club activities, exercise programs, nutrition programs, and counseling programs. Due to the facilities, features, programs, and services it provides, Felicia Mahood meets the standard for a Neighborhood Park, as defined in the City's Public Recreation Plan.

Department staff has determined that replacement and/or rehabilitation of the existing interior and exterior building lighting systems and fixtures, electrical work, as well as general associated upgrades is necessary for the continued operation of this facility. It is estimated that these building improvements will cost approximately \$125,000.

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Upon approval of this report, the Subdivision/Quimby Fees listed below can be transferred to Felicia Mahood Account No. 460K-FF for the building improvements project at Felicia Mahood Senior Multipurpose Center:

- \$125,000 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00;

The total Subdivision/Quimby Fees allocation for the Building Improvements project is \$125,000. These Fees were collected within one mile of Felicia Mahood Senior Multipurpose Center, which is the standard distance for the allocation of the Subdivision/Quimby Fees for neighborhood recreational facilities.

Staff has determined that the subject project will consist of interior and exterior modifications to existing park buildings involving negligible or no expansion of use. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines.

Council District Eleven and the West Region Superintendent support the recommendations in this Report.

FISCAL IMPACT STATEMENT:

Adequate funds for the proposed project are available; therefore, no fiscal impact to the Department's General Fund is anticipated. An assessment of the future operation and maintenance costs has yet to be determined.

This report was prepared by Darryl Ford, Management Analyst II, Planning and Construction Division.

REPORT OF GENERAL MANAGER

NO. 09-211

DATE August 12, 2009

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MOORPARK PARK - ALLOCATION OF SUBDIVISION/QUIMBY FEES FOR OUTDOOR PARK IMPROVEMENTS

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____

J. Kolb _____
F. Mok _____
K. Regan _____
*M. Shull _____

JK

[Signature]

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Authorize the Department's Chief Accounting Employee to transfer \$4,870.17 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00 to the Moorpark Park Account No. 460K-MO;
2. Authorize the Department's Chief Accounting Employee to transfer \$7,498.90 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00 to the Moorpark Park Account No. 460K-MO; and,
3. Approve the allocation of \$57,000.00 in Subdivision/Quimby Fees from Moorpark Park Account No. 460K-MO for outdoor park improvements at Moorpark Park, as described in the Summary of this Report.

SUMMARY:

Moorpark Park is located at 12061 Moorpark Street just east of Laurel Canyon Blvd. This is a pocket park equipped with picnic benches and a children's play area. Moorpark Park meets the standard for a Neighborhood Park, as defined in the City's Public Recreation Plan.

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Department staff has determined that the current existing chain link fence surrounding the children's play area is over 40 years old and is in need of replacement. The estimated cost to remove the existing fence and replace it with a new 4' high tubular steel fence and installation of new trash receptacles is estimated to be \$57,000.

Currently, there is \$44,630.93 in Subdivision/Quimby Fees in the Moorpark Park Account No. 460K-MO. Upon approval of this report, the Subdivision/Quimby Fees listed below can be transferred to Moorpark Park Account No. 460K-MO for the outdoor park improvement project at Moorpark Park:

- \$4,870.17 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$7,498.90 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00;

The total Subdivision/Quimby Fees allocation for the Outdoor Park Improvements project is \$57,000. These Fees were collected within one mile of Moorpark Park, which is the standard distance for the allocation of the Subdivision/Quimby Fees for a neighborhood park.

Staff has determined that the subject project will consist of modifications to existing park facilities involving negligible or no expansion of use including fencing for security and operations, and installation of new equipment for public convenience and environmental control. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(12) and Class 3(4) of the City CEQA Guidelines.

Council District 2 and the Valley Region Superintendent support the recommendations set forth in this report.

FISCAL IMPACT STATEMENT:

Adequate funds for the proposed project are available; therefore, no fiscal impact to the Department's General Fund is anticipated. An assessment of the future operation and maintenance costs has yet to be determined.

This report was prepared by Jimmy Newsom, Management Analyst II, Planning and Construction Division.

REPORT OF GENERAL MANAGER

NO. 09-212

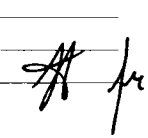
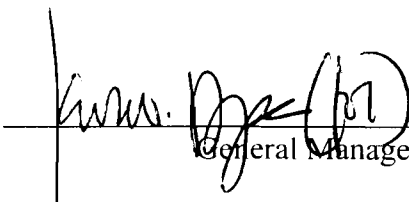
DATE August 12, 2009

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WATTLES GARDENS PARK - WATTLES MANSION BUILDING AND OUTDOOR IMPROVEMENTS - ALLOCATION OF SUBDIVISION/QUIMBY FEES

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Authorize the Department's Chief Accounting Employee to transfer \$15,556.77 from the Wattles Gardens Park Account No. 440K-WA to the Wattles Gardens Park Account 460K-WA;
2. Authorize the Department's Chief Accounting Employee to transfer \$958,065.00 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00 to the Wattles Gardens Park Account 460K-WA;
3. Authorize the Department's Chief Accounting Employee to transfer \$13,386.00 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00 to the Wattles Gardens Park Account 460K-WA; and,
4. Approve the allocation of \$1,003,553.93 in Subdivision/Quimby Fees from the Wattles Gardens Park Account 460K-WA for the Wattles Mansion Building and Outdoor Improvements project at Wattles Gardens Park, as described in the Summary of this Report.

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SUMMARY:

Wattles Gardens Park is located at 1824 North Curson Avenue in the Hollywood area of the City. This 47.58 acre park features the Wattles Mansion and Gardens (City of Los Angeles Historic Cultural Monument No. 579), a community garden, and open lawn areas. Additionally, the Wattles Mansion and Gardens are available for public rental and special events. Due to the facilities, features, programs, and services it provides, Wattles Gardens Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Department of Recreation and Parks (RAP) staff has determined that various improvements are necessary for this park to continue to meet the needs of the surrounding community. The scope of these improvements includes restoration of existing paving, walls, irrigation, drainage, fencing, planting areas, structures, and related improvements. All restoration work will be done in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties using the services of a Qualified Historic Preservation Consultant. Initially, the consultant needs to be brought on board in the coming fall, if possible, before any restoration work can commence. The restoration work will be performed by RAP staff, under the direction of the Qualified Historic Preservation Consultant, which may be completed in approximately six (6) months. RAP staff will be coordinating with the Office of Historic Resources in obtaining the approval from the Cultural Heritage Commission. The estimated cost for these improvements is \$1,000,000.

Currently, there is \$16,546.16 in Subdivision/Quimby Fees in the Wattles Gardens Park Account 460K-WA. Upon approval of this report, the Subdivision/Quimby Fees listed below can be transferred to Wattles Gardens Park Account 460K-WA for the Wattles Mansion Building and Outdoor Improvements project at Wattles Gardens Park:

- \$15,556.77 from the Wattles Gardens Park Account No. 440K-WA;
- \$958,065.00 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$13,386.00 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00.

The total Subdivision/Quimby allocation for the outdoor park improvement project at Wattles Gardens Park is \$1,003,553.93. These Fees were collected within two miles of Wattles Gardens Park, which is the standard distance for the allocation of the Subdivision/Quimby Fees for community recreational facilities.

REPORT OF GENERAL MANAGER

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Staff has determined that the subject project will consist of rehabilitation and restoration of historic buildings in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15331 (Class 31) of the State CEQA Guidelines as adopted by City CEQA Guidelines (Article I).

Council District Four and the Metro Region Superintendent support the recommendations in this Report.

FISCAL IMPACT STATEMENT:

Adequate funds for the proposed project are available; therefore, no fiscal impact to the Department's General Fund is anticipated. An assessment of the future operation and maintenance costs has yet to be determined.

This report was prepared by Darryl Ford, Management Analyst II, Planning and Development Division.

REPORT OF GENERAL MANAGER

NO. 09-213

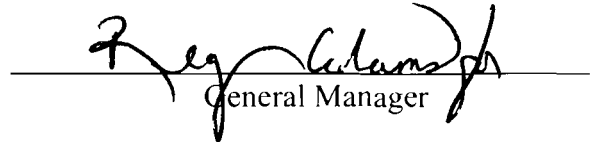
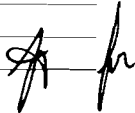
DATE August 12, 2009

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WESTSIDE NEIGHBORHOOD PARK - OUTDOOR PARK IMPROVEMENTS
- ALLOCATION OF SUBDIVISION/QUIMBY FEES

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Authorize the Department's Chief Accounting Employee to establish new Subdivision/Quimby Fees Account No. 460K-WQ with Westside Neighborhood Park as the Account Name;
2. Authorize the Department's Chief Accounting Employee to transfer \$23,634 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00 to the Westside Neighborhood Park Account 460K-WQ;
3. Authorize the Department's Chief Accounting Employee to transfer \$105,510 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00 to the Westside Neighborhood Park Account 460K-WQ;
4. Authorize the Department's Chief Accounting Employee to transfer \$794,887 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00 to the Westside Neighborhood Park Account 460K-WQ;
5. Authorize the Department's Chief Accounting Employee to transfer \$17,848 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2007-2008, from the

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-213

Subdivision/Quimby Fees Account No. 460K-00 to the Westside Neighborhood Park Account 460K-WQ; and,

6. Approve the allocation of \$941,879 in Subdivision/Quimby Fees from the Westside Neighborhood Park Account 460K-WQ for the outdoor park improvement project at Westside Neighborhood Park, as described in the Summary of this report.

SUMMARY:

Westside Neighborhood Park is located at 3085 Clyde Avenue in Council District 10. This 1.3 acre park currently provides unlighted outdoor basketball courts as well as a small children's play area.

The staff of the Department of Recreation and Parks (Department) has determined that outdoor park improvements are necessary to meet the needs of the surrounding community. The Department is currently re-designing the entire park, including the installation of a new Universally Accessible Playground (UAP), outdoor fitness equipment and basketball courts. It is estimated these outdoor improvements will cost approximately \$940,000. Additionally, a new perimeter fence, landscaping, and walkways are being installed as part of a separate project being funded by Proposition K and Proposition O funds. When the proposed outdoor park development project is complete, Westside Neighborhood Park would, due to the facilities, features, programs, and services it will provide, meet the standard for a Community Park, as defined in the City's Public Recreation Plan.

Upon approval of this report, the Subdivision/Quimby Fees listed below can be transferred to Westside Neighborhood Park Account 460K-WQ for the outdoor park improvement project at Westside Neighborhood Park:

- \$23,634 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2004-2005, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$105,510 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2005-2006, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$794,887 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2006-2007, from the Subdivision/Quimby Fees Account No. 460K-00;
- \$17,848 in Subdivision/Quimby Fees, which were collected in Fiscal Year 2007-2008, from the Subdivision/Quimby Fees Account No. 460K-00.

The total Subdivision/Quimby Fees allocation for the Outdoor Park Improvements project is \$941,879. These Fees were collected within two miles of Westside Neighborhood Park, which is the standard distance for the allocation of the Subdivision/Quimby Fees for community recreational facilities.

REPORT OF GENERAL MANAGER

PG. 3 NO. 09-213

Staff has determined that the subject project will consist of the construction or placement of minor accessory structures to an existing park. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(3) of the City CEQA Guidelines.

The Councilmember for Council District Ten and the Metro Region Superintendent support the recommendations set forth in this report.

FISCAL IMPACT STATEMENT:

Adequate funds for the proposed project are available; therefore, no fiscal impact to the Department's General fund is anticipated. An assessment of the future operation and maintenance costs has yet to be determined.

This report was prepared by Jimmy Newsom, Management Analyst II, and Darryl Ford, Management Analyst II, Planning and Construction Division

REPORT OF GENERAL MANAGER

NO. 09-214

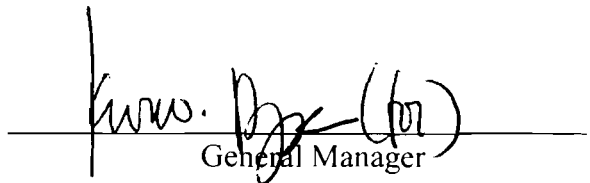
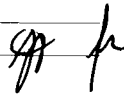
DATE August 12, 2009

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WEST VALLEY PARK - RENAMING TO "LAPD SWAT OFFICER RANDAL D. SIMMONS PARK" AND INSTALLATION OF APPROPRIATE PARK SIGNAGE

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Rename West Valley Park to "LAPD SWAT Officer Randal D. Simmons Park"; and,
2. Authorize the installation of appropriate park signage.

SUMMARY:

West Valley Park is located at 6731 Wilbur Avenue, Reseda. This facility is an 8.38 acre park, which includes a children's play area, walking paths, drinking fountain, picnic tables, benches, landscaping and irrigation.

On December 10, 2008, the City Council adopted a motion by Councilman Dennis Zine that the Board of Recreation and Parks Commissioners be requested to re-name West Valley Park as "Officer Randal David Simmons Park" in memory of the late Police Department SWAT Officer Randal D. Simmons in recognition of his personal sacrifice and his dedication to the community. Through community input the proposed park name has been slightly modified to "LAPD SWAT Officer Randal D. Simmons Park."

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-214

Officer Randal David Simmons, a 27-year veteran of the LAPD, was murdered in the line of duty on Thursday, February 7, 2008. Officer Simmons became the first LAPD SWAT officer to die in the line of duty. Officer Simmons was shot and killed in a police action with a barricaded suspect in the West San Fernando Valley, during a standoff that injured another officer, and claimed the lives of five others.

Simmons attended Fairfax Senior High School and Washington State University, where he played football. He committed much of his time to helping and comforting people in urban communities like Watts, Hacienda Village, Compton, and Carson. He was an ordained minister at Glory Christian Fellowship International (GCFI) in Carson, California. He was instrumental with developing programs and Christian events that attracted many youth in these communities. His funeral was attended by police officers from around the world. His funeral was attended by nearly 10,000 mourners, the largest police officer funeral in Los Angeles and United States history.

The Commission has previously approved installation of a commemorative plaque in honor of Officer Simmons at West Valley Park (Board Report No. 08-216) and also granted conceptual approval of the park name change (Board Report No. 09-052).

On June 22, 2009, Department staff facilitated a community meeting to discuss the proposed name change. The attending community members were unanimously in support of the proposed name, LAPD SWAT Officer Randal D. Simmons Park.

Council District 3 and the Valley Region management and staff support the recommendations set forth in this report.

Staff has determined that the subject project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article VII, Section 1, Class 11(1) of the City CEQA Guidelines, which provides for the placement of signs on park property as accessory structures to the recreational facilities.

FISCAL IMPACT STATEMENT:

The approval of this project will have a minor fiscal impact on the Department, as the cost of the signage will be funded by the Valley Region.

This report was prepared by Camille Walls, City Planner, and Melinda Gejer, City Planning Associate, Planning and Construction.

REPORT OF GENERAL MANAGER

NO. 09-215

DATE August 12, 2009

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ARROYO SECO PARK – HERMON PARK - CONCEPTUAL APPROVAL OF INSTALLATION OF SCULPTURES AND PLAQUE

R. Adams	_____	J. Kolb	_____
H. Fujita	_____	F. Mok	_____
S. Huntley	_____	K. Regan	_____
V. Israel	_____	*M. Shull	_____

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board grant conceptual approval for the installation of three sculptures and a plaque at Arroyo Seco Park - Hermon Park.

SUMMARY:

Hermon Park is a sub-area of the larger Arroyo Seco Park. The dog park at Hermon Park in the Arroyo Seco Park is a valued community asset. The Friends of Hermon Dog Park, a local support group for this park area, was successful in obtaining a Public Works Community Beautification \$10,000 Grant from the City of Los Angeles for the installation of a public art project. This public art project consists of three large, brightly colored steel sculptures of dogs, done in an origami style called "Dog'ami."

The art installation would be located at the north end of Hermon Park, on a narrow grassy strip located between the Dog Park, Pasadena Freeway (I110) ramp and Avenue 60 (see Attachments A-C). The plaque dedicating the public art will be placed at the entrance to the dog park (see Attachment D). The proposed plaque is a solid brass, 9"x12" marker to be installed on a boulder supplied by the applicant.

"Dog'ami" is a permanent outdoor installation of sculptures consisting of three one-ton, eight foot, steel, painted origami dogs. The sculptures will be sealed with a graffiti-resistant coating. Each of the three sculptures is inspired by a real dog and bears its name. Two of the three sculptures were proposed by the artist and are depicted in an artist rendering (see Attachments E-F). The third sculpture is inspired by a dog that was chosen through a community outreach effort and is shown in an artist rendering (see Attachments G-H).

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-215

The “Dog’ami” proposal was presented to, and approved by, the Cultural Affairs Commission on May 21, 2009. The Cultural Affairs Commission also accepted these proposed artworks into the City Art Collection.

Many residents, community members and patrons have expressed their support for this proposal. On September 24, 2008, at a noticed meeting of the Arroyo Seco Neighborhood Council, its Board of Representatives voted unanimously to support the “Dog-ami” grant application and also agreed to pay for the dedication plaque. The sculptures will be paid for by a combination of the Community Beautification Grant and community donations.

Initial community outreach through a formal meeting with local residents and park patrons is scheduled for August 5, 2009. Results of all community outreach will be included in a subsequent report to the Board if this matter is granted conceptual approval at today’s meeting.

In order to ensure vibrancy and protection of the metal used in the sculptures, the Friends of Hermon Dog Park have committed to reapply protective paint to the sculptures every five years at an estimated cost of \$1,000. The Hermon Advance Team, a community group, includes a monthly “Clean Team” that cleans parkways and bridges. This group will provide ongoing graffiti removal of the sculptures as part of its commitment to address graffiti abatement. The ongoing maintenance needed for the sculptures and plaque will be formalized in an agreement between the Department and the applicant.

As with all public art installations, safety is a primary concern. It is possible that the sculpture proposal may need to be modified through the community outreach process or through Department input. Modifications to the proposal may include sculpture size, material, and/or installation. Any modifications to the proposal would be detailed in the subsequent report to your Board.

Staff has determined that the subject project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 11 (6), of the City CEQA Guidelines.

The Councilmember of the District and Metro Region management and staff have no objection to this project at Hermon Park in the Arroyo Seco.

FISCAL IMPACT STATEMENT:

Installation of these items will have negligible impact on the Department’s General Fund, as the cost of the sculptures and plaque will be funded by the Beautification Grant, the Arroyo Seco Neighborhood Council, and community donations. Required maintenance for the upkeep of the sculptures and the plaque will be the responsibility of the Friends of Hermon Dog Park and the

REPORT OF GENERAL MANAGER

PG. 3 NO. 09-215

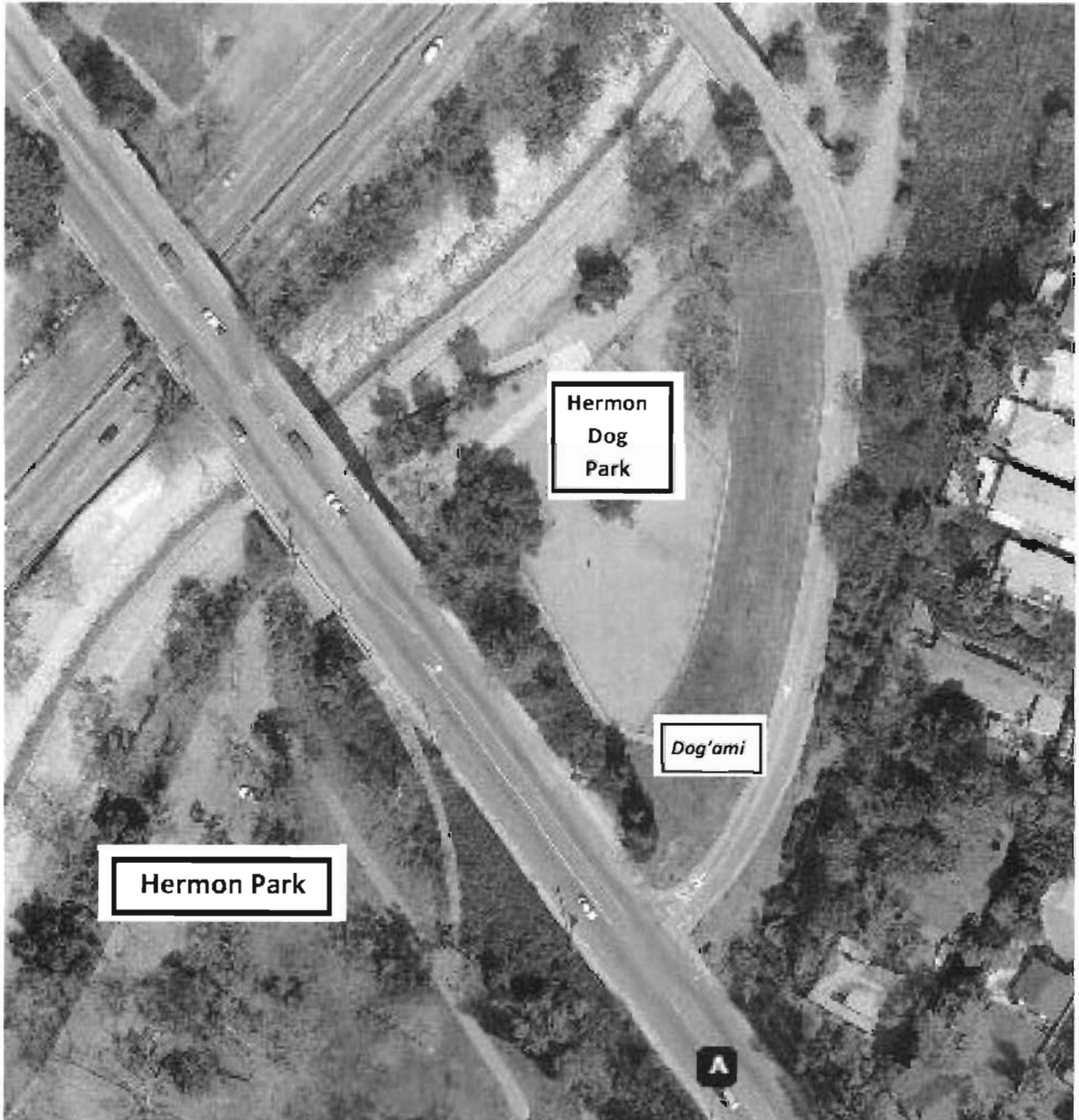
Hermon Advance Team. An agreement addressing issues regarding installation and required maintenance of the plaque and sculptures will be developed by staff.

This report was prepared by Camille Walls, City Planner, and Melinda Gejer, City Planning Associate, Planning and Development.

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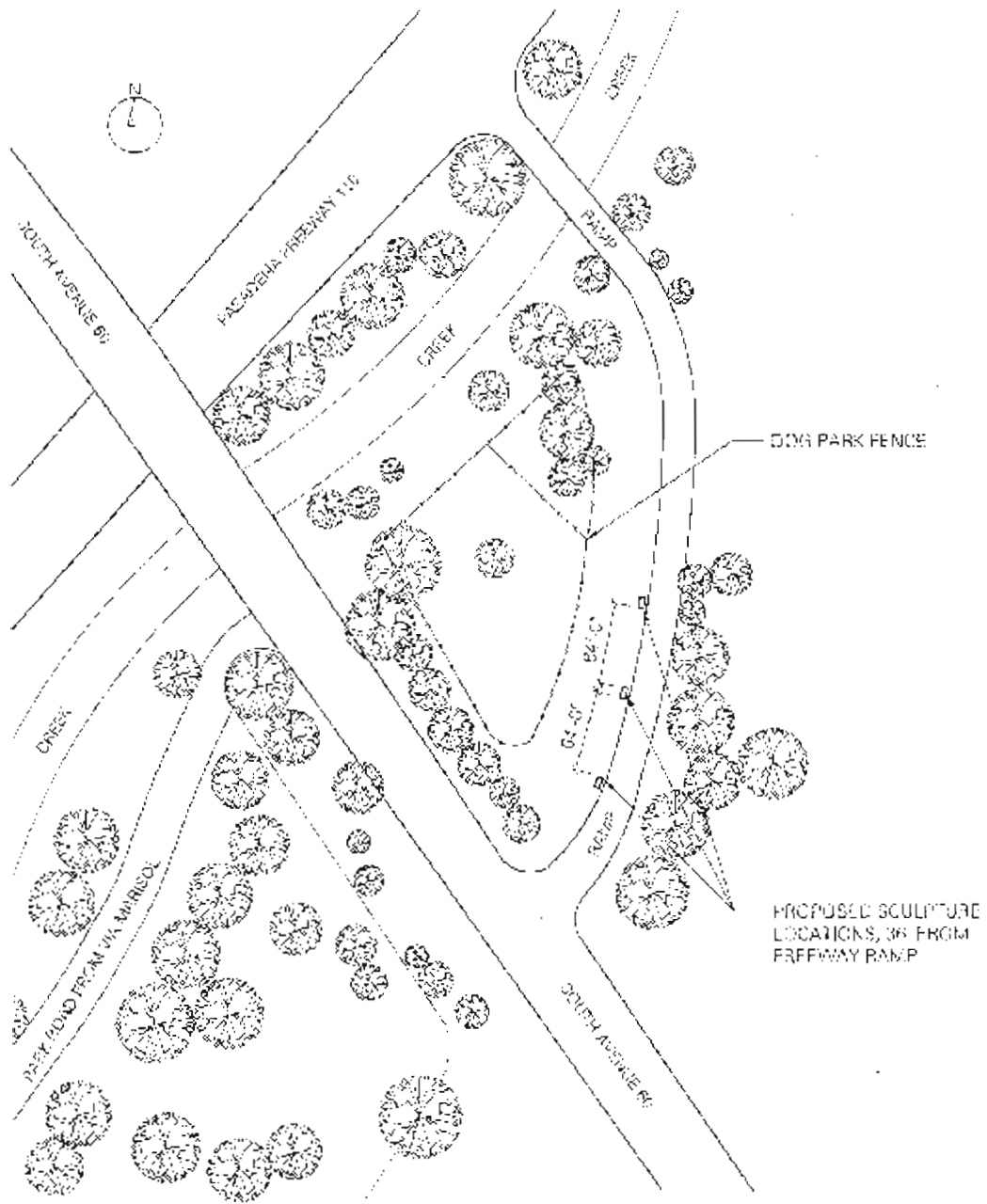
Attachment A

Dog'ami Sculpture Site



Attachment B

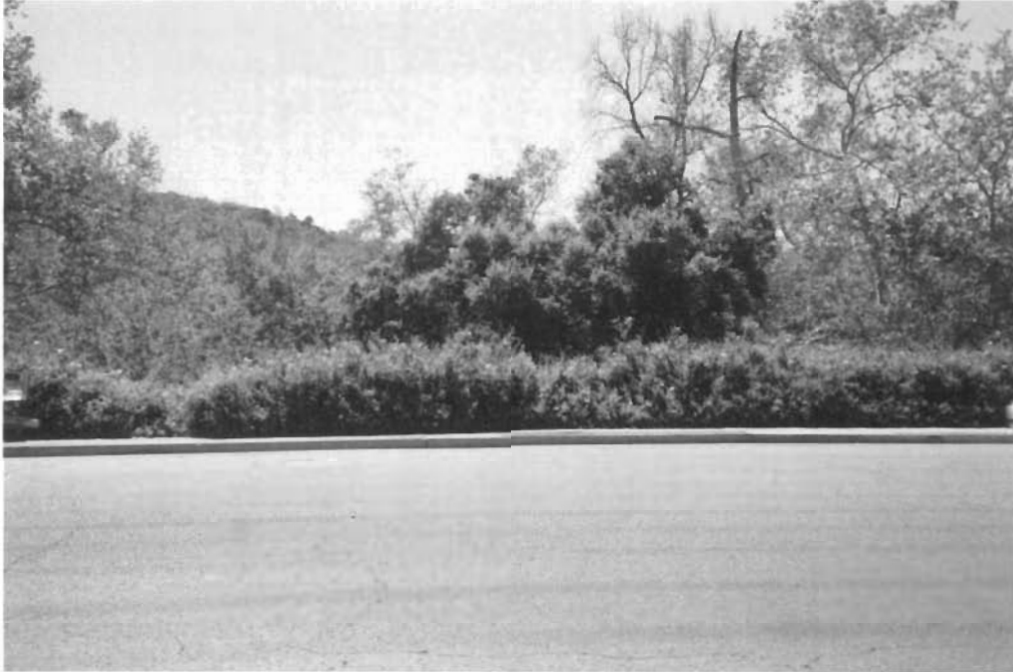
Dog'ami Site Plan



1 SITE PLAN, 5888 VIA MARISOL, LOS ANGELES, CA 90042
1.5 SCALE: 1" = 100'
MARCH 23, 2005

Attachment C

**Material and color samples of surrounding architecture,
mostly park and Caltrans**



View to the south from Dog'ami site across Avenue 60



Northwest view of Dog'ami site from Avenue 60 (across offramp)

Proposed Dedication Plaque

For our Dog'ami sculptures of the Pomeranian Foxy, representing family belonging; Romeo, a greyhound, representing a new life through rescue and adoption; and Bella, a Cocker Spaniel that represents the Hermon Dog Park community; we thank sculptor-artist Gerardo Hacer, the City of Los Angeles Office of Community Beautification, Arroyo Seco Neighborhood Council, our Councilman José Huizar, and the community that supported us.

Friends of Hermon Dog Park

November 2009



12"

9"

Attachment E

Artist Rendering 1

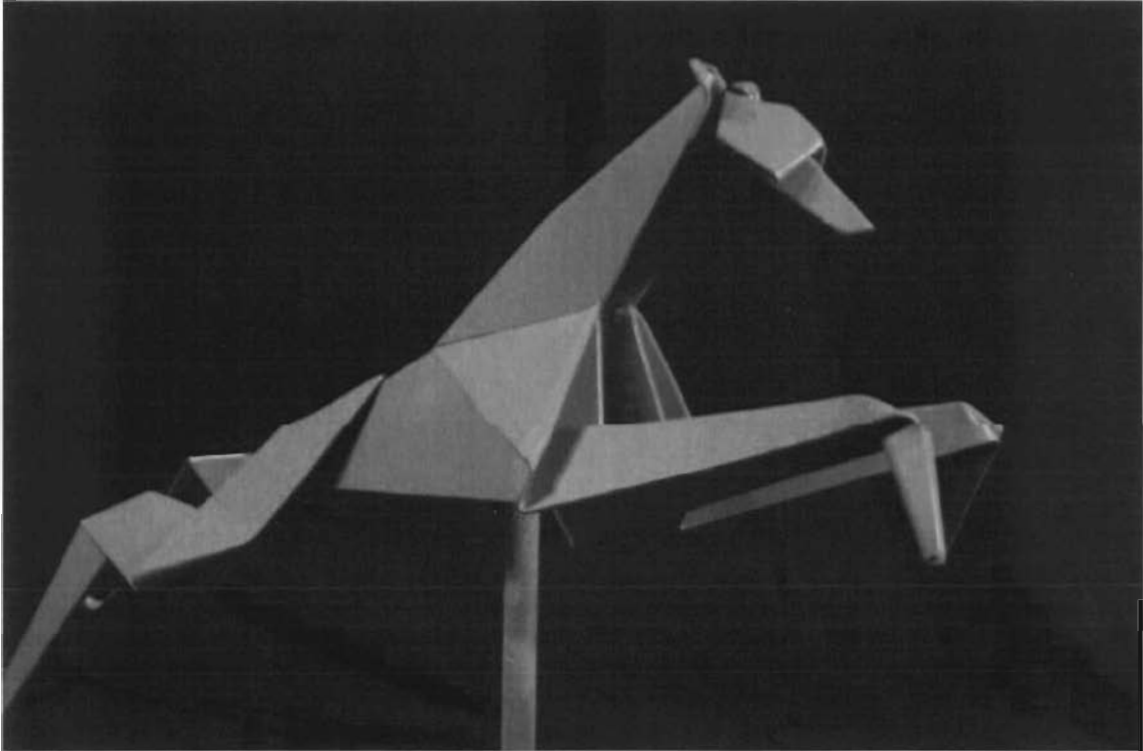


Artist rendering of Dog'ami in Hermon Park from Ave 60 on ramp to the 110 North.

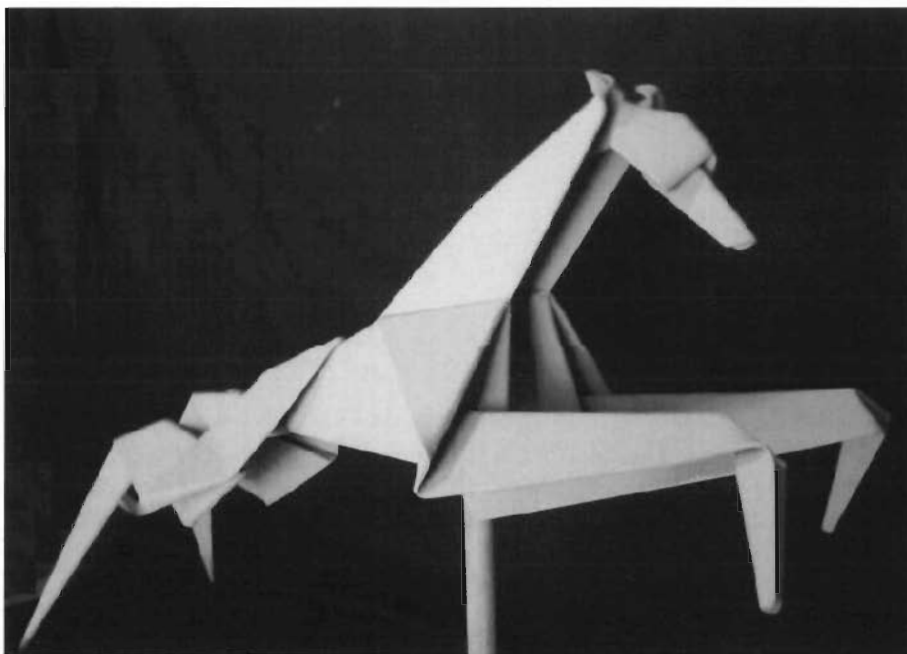


Artist rendering of "Foxy" as seen from Hermon Dog Park as part of Dog'ami in Hermon Park.

Artist Rendering 2



Artists' model of "Romeo", one of three proposed steel sculptures.



Second view of artists' model of "Romeo," one of three proposed steel sculptures.

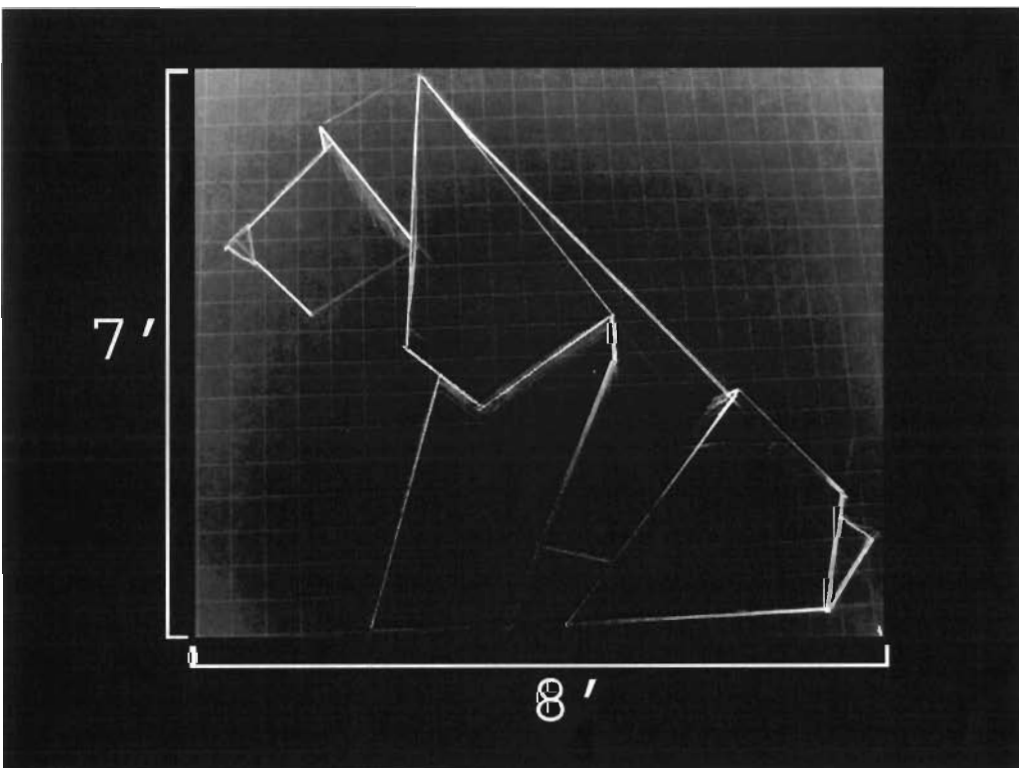
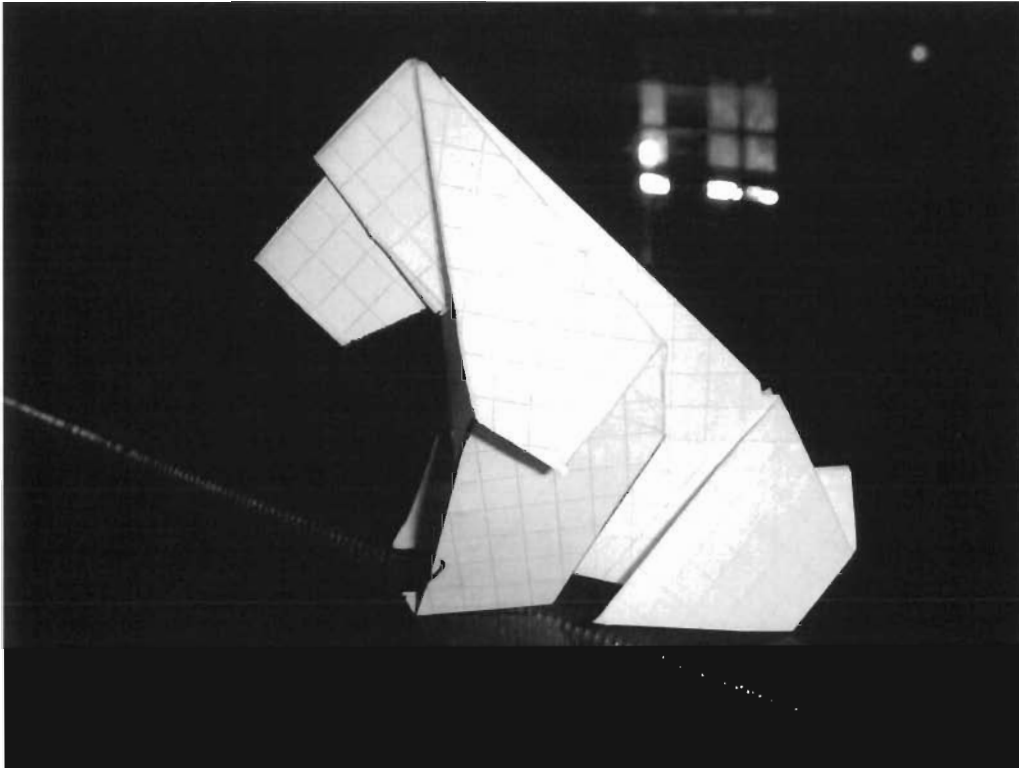
Attachment G

“Bella” Model for the Third Sculpture



Attachment H

“Bella” Sculpture Model and Sketch



This item not included in the package

09-216 Sepulveda Recreation Center - Mural at Basketball Court

REPORT OF GENERAL MANAGER

NO. 09-217

DATE August 12, 2009

C.D. 9

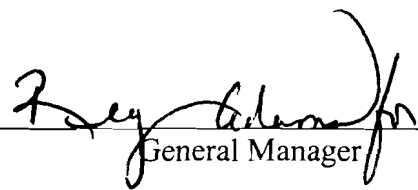
BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PERSHING SQUARE - AMENDMENT NO. 2 TO CONTRACT NO. 3205 WITH MOBILE ILLUMINATION, INC., TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____



J. Kolb _____
*F. Mok _____
K. Regan _____
M. Shull _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Amendment No. 2 to Contract No. 3205, substantially in the form on file in the Board Office, between the City of Los Angeles Department of Recreation and Parks and Mobile Illumination, Inc., for the design, rental, installation, maintenance and removal of winter-themed exterior lighting at Pershing Square Park, to extend the term by one year to October 31, 2010, and increase the contract amount from \$297,000 to \$382,000, subject to the approval of the Mayor and of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Find, in accordance with Charter Section 371 (e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or impossible and because the Department seeks to enhance the recreational experience for the public by providing winter-themed exterior lighting at Pershing Square Park for the 2009-2010 winter season, it is in the City's best interest to amend the current personal service contract while a formal Request for Proposals (RFP) process is conducted and a multi-year agreement is executed;

REPORT OF GENERAL MANAGER

PG. 2 NO. 09-217

4. Find, in accordance with Charter Section 371 (e)(2), that the services to be provided by the contractor are special services of a temporary character for which competitive bidding is not practicable or advantageous while the Department conducts a formal RFP process;
5. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for work to be performed pursuant to this agreement is not reasonably practicable or compatible with the Department's interests of having winter-themed exterior lighting for the 2009-2010 season available to the public while the Department conducts a formal RFP process;
6. Direct the Board Secretary to transmit the proposed Amendment to the Mayor in accordance with Executive Directive No. 3 and, concurrently, to the City Attorney for approval as to form; and,
7. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

SUMMARY:

Pershing Square Park is an outdoor concert and event center located in the heart of downtown Los Angeles. Pershing Square Park hosts an array of free programs for the downtown community. From mid-November to mid-January, Pershing Square Park is transformed into a festive environment for the enjoyment of residents, businesses and visitors. Winter-themed exterior lighting has been an integral part of creating a festive and inviting environment at Pershing Square Park.

On October 18, 2006, the Board approved the award of Contract No. 3205 to Mobile Illumination, Inc., to provide for the design, rental, installation, maintenance and removal of winter-themed exterior lighting at Pershing Square for the term of one-year with two one-year renewal options (Board Report No. 06-305).

On September 5, 2007, the Board approved an amendment to Contract No. 3205 to exercise the two one-year renewal options and extend the term from October 31, 2007, to October 31, 2009, and increase the contract amount from \$99,000 to \$297,000 (Board Report No. 07-201).

On April 15, 2009, the Board approved the release of a Request for Proposals (RFP) for Winter Theme Lighting at Pershing Square Park (Board Report No. 09-087). The RFP was released on June 23, 2009. As the RFP process is expected to take up to twelve months to complete, a new multi-year service contract will not be executed in time for the 2009-2010 season.

REPORT OF GENERAL MANAGER

PG. 3 NO. 09-217

To ensure that the need for winter-themed exterior lighting at Pershing Square Park is met for the 2009-2010 season, staff recommends that the Board approve amending Contract No. 3205 to extend the term by one year to October 31, 2010 and increase the contract amount by \$85,000, from \$297,000 to \$382,000.

In accordance with Los Angeles Administrative Code Section 10.5, the amendment does not require Council approval as the annual payment to the contractor will not exceed \$133,888.

This agreement is solely for use at Pershing Square Park. No revenue is generated or collected by this activity; however, the Winter-themed exterior lighting enhances the recreational activity for the public during the winter season and contributes to the overall enjoyment and success of the "Downtown On Ice" Outdoor Winter Ice Skating Rink which was visited by over 350,000 patrons last season.

Charter Section 1022 Finding

On December 29, 2008 the Personnel Department completed a Charter Section 1022 review (Attachment A) and determined that there were City classifications that could perform some of the work. However, there are no City classifications with sufficient expertise or experience to provide all of the services required; specifically the design and maintenance of the holiday lighting. It is therefore more feasible to secure these services through an independent contractor.

FISCAL IMPACT STATEMENT:

Funding for this contract will be provided from Fund No. 302, Department 89, Account 810M, Pershing Square Parking Operations. There is no impact to the Department's General Fund.

This report was prepared by Nancy Jeffers, Management Analyst II, Service Contracts Group, Administrative Resources Section, Finance Division.

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Department of Recreation and Parks

2. Contacts

Department: Raymond Chang Phone No. (818) 243-6488 Fax No. 818-243-6451

CAO: Veronica Salumbides Phone No. (213) 473-7561 Fax No. 213-473-7514

3. Work to be performed:

Department of Recreation and Parks is seeking a contractor for the design, installation, maintenance, and removal of contractor provided winter-themed exterior lighting décor for Pershing Square Park. The contractor will provide a design proposal to include pictures, diagrams of products, product sizes/dimensions materials. The contractor will be required to provide requested maintenance within 48 hours, and provide other service guarantees as required by design and entertainment schedules. Approximate eight workdays are allowed for installation and removal of holiday lights and other ornaments provided by the contractor.

4. Is this a contract renewal? Yes No

5. Proposed length of contract: One year (two, one-year renewal options)

Proposed Start Date: November 1, 2009

6. Proposed cost of contract (if known): \$85,000

7. Name of proposed contractor: Unknown.

8. Unique or special qualifications required to perform the work:

The contractor must have exterior holiday lighting equipment in stock and the expertise to design, incorporate new and/or incorporate existing structures and landscape to meet an approved thematic holiday design.

9. Are there City employees that can perform some of the work being proposed for contracting?

Yes No

Classification	Departments	List Expires
Maintenance Laborer	Public Works, Airports, other	Continuous Exam
Maintenance and Construction Helper	Public Works, Airports, other	Continuous Exam
Mechanical Helper	Various	Continuous Exam
Electrical Craft Helper	Various	Continuous Exam

If yes,

a. Which class(es) and Department(s): See above.

b. Is there sufficient Department staff available to perform the work? Yes No

c. Is there a current eligible list for the class(es)? Yes No Expiration Date: See above.

- d. Estimated time to fill position(s) through CSC process? 2 to 8 months depending on the class.
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes No
- f. Are there City employees currently performing the some of the work? Yes No

10. Findings

- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform some of the work

Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

SUMMARY:

Cathy J. Tanaka
Submitted by

Shirley DeRose
Approved by

12-29-20
Date

REPORT OF GENERAL MANAGER

NO. 09-218

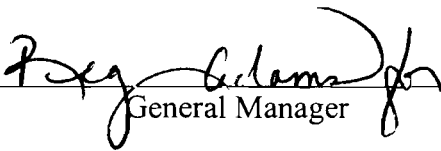
DATE August 12, 2009

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BALBOA PARK TENNIS PROFESSIONAL – AWARD OF INTERIM CONCESSION AGREEMENT TO MATCH POINT MANAGEMENT

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



 General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the proposed Concession Agreement between the City of Los Angeles Department of Recreation and Parks and Match Point Management for the operation and maintenance of the Balboa Park Tennis Professional Concession, for a term of one (1) year with one (1) one-year renewal option exercisable at the General Manager's sole discretion, substantially in the form on file in the Board Office, subject to the approval of the Mayor, the City Attorney as to form, and the United States Army Corp of Engineers, as required by the Sepulveda Flood Control Basin Lease No. DACW09-1-67-11;
2. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible and more economical to secure these services by contract;
3. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that obtaining proposals would not be reasonably practicable or desirable due to the previously selected operator rejecting the concession, and that in order to provide continued service to the public and avoid a revenue shortfall, a competitive bidding process is not practicable or advantageous at this time. It will therefore be in the City's best interest to enter into this Concession Agreement until the completion of a formal Request for Proposal (RFP) process when a multi-year agreement is executed;

REPORT OF GENERAL MANAGER

PG. 2

NO. 09-218

4. Find, in accordance with Charter Section 371 (e)(2), that the services to be provided by the contractor are professional services of a temporary character for which competitive bidding is not practicable or advantageous while the Department conducts a formal RFP process;
5. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for work to be performed pursuant to this agreement is not reasonably practicable or compatible with the Department's interests of having professional tennis lessons and a tennis pro shop available to the public while the Department conducts a formal RFP process;
6. Direct the Board Secretary to transmit the proposed Concession Agreement, concurrently, to the Mayor in accordance with Executive Directive No. 3, the City Attorney for approval as to form, and the Army Corps of Engineers, as required by the Sepulveda Flood Control Basin Lease No. DACW09-1-67-11; and,
7. Authorize the Board President and Secretary to execute the Concession Agreement upon receipt of the necessary approvals.

SUMMARY:

The Balboa Park Tennis Professional Concession is located at 5651 Balboa Boulevard, Encino, CA 91316 and is part of the Sepulveda Basin Recreation Area. The Balboa Sports Center has sixteen newly-resurfaced lighted tennis courts, making it one of the largest tennis court complexes in the City of Los Angeles. The City-operated pay-tennis system at this park is among the busiest in the Department. In addition to the tennis activities, the Balboa Sports Center is home to a gymnasium, basketball courts, baseball diamonds, soccer fields, playgrounds, and picnic areas.

The concession has operated under various concessionaires over the years, with each operator bringing their unique style of teaching to the concession. On-Court Tennis Management Systems operated the concession on a 30-day revocable permit from June 2000 through December 2006, offering numerous programs, including private lessons, adult clinics, and junior programs. In 2006, the concession generated over \$97,030 in gross receipts and paid \$9,706 in rent to the Department.

On November 19, 2007, the Board approved the award of the concession agreement to Innovative Tennis, LLC (Board Report No. 07-276). In May 2008, staff received the agreement and made preparations for execution. On October 31, 2008, Innovative Tennis, LLC, sent a formal notification to the Department of their intent to not proceed with the concession agreement.

REPORT OF GENERAL MANAGER

PG. 3

NO. 09-218

On February 4, 2009, the Board approved the release of a Request for Proposal (Board Report No. 09-022) in order to select a proposer to enter into a multi-year agreement. As the RFP process is expected to take up to one year to complete, it is recommended that an interim agreement be approved in order to continue service at the concession.

On February 12, 2009, staff sent a letter inviting interim proposals to all interested parties from a mailing list maintained by the Concessions Unit to operate the Balboa Park Tennis Professional Concession on an interim basis (approximately twelve months). This was not a formal process, but was designed to deal with an unexpected situation that arose on a temporary basis until formal proposals could be obtained.

On March 2, 2009, staff received the following eleven (11) proposals:

1. Daniel J. Mabe
2. Elaine Lampert
3. iTennis, Inc.
4. LA Tennis, Inc.
5. Match Point Management
6. Mommy, Daddy and Me Tennis
7. Nicole Robbins and Stacey Cohen
8. Northridge Tennis Patrons
9. Sergiu Boerica
10. The Tennis Key
11. Tito Arenal

Staff reviewed the proposals and found that while several of the proposals were highly qualified to run the concession operation, Match Point Management (MPM) was the overall best responsive proposer meeting the immediate needs of the Department. With over twenty-five years of combined experience in the tennis industry, the two members of MPM bring their business and teaching experience directly to the concession and the community.

Tennis Instruction and Business Experience

Mr. Tim Schnaible is a USPTA certified instructor with over 11 years experience as owner and operator of the Schnaible Tennis Academy. He is the primary coach to over 15 number 1 high school ranked players and has taught players who have become USTA National Open champions. Mr. Daryl Ahrens is a USPTA certified instructor with over 15 years experience in tennis instruction and in pro shop operations. Both Mr. Schnaible and Mr. Ahrens will provide tennis instructions directly to the patrons and will be hands on operators of the concession.

REPORT OF GENERAL MANAGER

PG. 4

NO. 09-218

Business Plan

MPM plans on advertising in local publications, recreation centers, Boys and Girls clubs, YMCAs, and to local schools. MPM will promote the tennis professional business through a website that will be created for this concession and through the United States Tennis Association. MPM plans on holding monthly professional exhibits to expose the public to the benefits of tennis and showcase tennis accessories and services. MPM plans on reaching out to the community to build a strong junior tennis program and senior tennis program in order to expose the community to the benefits of tennis, primarily improved cardiovascular ability, muscle tone and improvement mobility.

Concession Agreement

For this concession, the operator is permitted to use four courts Monday through Saturday and two courts on Sundays. The remaining courts are for pay-tennis reservations and/or free play by the public during specified hours. Under the terms of the interim concession agreement, MPM will provide professional tennis lessons and operate the tennis professional shop at Balboa Park and pay 12% of gross revenue produced from lessons and pro shop sales as monthly rent.

Charter Section 1022

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

The Personnel Department previously completed a Charter Section 1022 review for another Tennis Professional Concession and determined that the Department had City classifications which met the minimum qualifications to provide tennis lessons to the public. However, the quality of the lessons and the ability to independently manage a tennis program on a day-to-day basis requires expertise that a Park Service Attendant, Recreation Assistant, or a Recreation Instructor is unable to provide. Also, the tennis instructors are required to hold certifications from the United States Professional Tennis Association (USPTA). Compensation at the rate of the City classifications would make it extremely difficult to find and retain qualified instructors; it is therefore more feasible to contract out the service to ensure a sufficient level of instruction to meet the needs of the public.

Contract Cost Analysis

Based on a contract cost analysis performed for this interim agreement, staff determined that it would cost the Department \$97,413.33 to perform the service in-house (Attachment B). With gross concession revenue of \$97,030 for calendar year 2006, the Department would operate at a loss of \$383.33. The concessionaire's rent is proposed to be twelve percent (12%) of the gross revenue, or \$11,643.60. After contract administrative costs are considered, the Department would realize a net gross of \$2,784.95 by contracting out the operation; it is therefore more economical to contract out the service.

REPORT OF GENERAL MANAGER

PG. 5

NO. 09-218

Formal Competitive Bid

In order to ensure that the level of tennis service is continued to the public and to avoid revenue shortfall, a formal competitive bid process, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), was found to be impracticable and disadvantageous due to the need to expeditiously obtain a temporary operator while an RFP process is conducted and a multi-year concession agreement is executed.

The concession agreement is to enhance the recreational experience at Balboa Park by providing professional level tennis instruction to patrons of the park. The agreement is revenue generating and the Department will not incur costs for the operation of a tennis professional concession at the location.

Staff has reviewed the submittal documents, verified background and experience, reviewed financial documents, and interviewed MPM. It is recommended that the interim concession agreement be awarded to MPM as the interim operator for the Balboa Park Tennis Professional Concession until a formal RFP process may be completed and a multi-year concession agreement executed.

FISCAL IMPACT STATEMENT:

It is estimated that during the term of this concession agreement, the Department will receive approximately \$11,644 in rent during the first year of operation. Of that amount, \$10,480 will be deposited into the Department's General Fund and \$1,164 will be deposited into the Concession Improvement Account.

Report prepared by Melanie Torres, Senior Management Analyst I, Concessions Unit, Administrative Resources Section, Finance Division.

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

2. Contacts

Department: Robert Morales Phone (818) 243-6421 Fax No. (818) 243-6451
 CAO: Veronica Salumbides Phone (213) 473-7561 Fax No. (213) 473-7514

3. Work to be performed:

The Department of Recreation and Parks is seeking an individual or vendor to operate the tennis professional concession at Balboa Park. The services to be provided consist of: top-quality instruction, including private and group lessons; junior programs; and may provide other tennis-related services such as racquet stringing, tennis merchandise sales, etc. In addition, the Department expects the contractor to optimize visitor participation; assess, provide and install any necessary furnishings or equipment; and display awareness of the demographics and special needs of the community.

4. Is this a contract renewal? Yes No

5. Proposed length of contract: 3 years Proposed Start Date: May 2, 2007

6. Proposed cost of contract (if known): \$103,000 (gross revenue generating)

7. Name of proposed contractor: Unknown

8. Unique or special qualifications required to perform the work:

Knowledge of the rules and regulations for the game of tennis and experience in providing tennis instruction, racquet stringing, etc.

9. Are there City employees that can perform the work being proposed for contracting?

Yes No

If yes,

a. Which class(es) and Department(s):

Class	Departments	Eligible list expires
Park Service Attendant	El Pueblo, Rec & Parks, Zoo	7/28/07
Recreation Assistant	Rec & Parks	No list
Recreation Instructor	Rec & Parks	No list

b. Is there sufficient Department staff available to perform the work? Yes No

c. Is there a current eligible list for the class(es)? Yes No Expiration Date See above

d. Estimated time to fill position(s) through CSC process? Unknown

e. Can the requesting department continue to employ staff hired for the project after project completion? Yes No

f. Are there City employees currently performing the work? Yes No

0. Findings

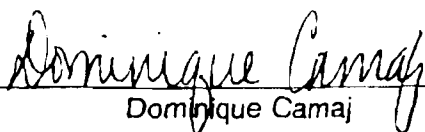
- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

SUMMARY: A Park Service Attendant, Recreation Assistant, and Recreation Instructor can perform the work described above. For instance, the sale of tennis merchandise can be done by a Park Service attendant. A Recreation Instructor conducts specialized classes in sports and can specifically instruct tennis at a professional level. A Recreation Assistant can assist in the delivery of services and employ specialized skills, such as racquet stringing.

Submitted by:



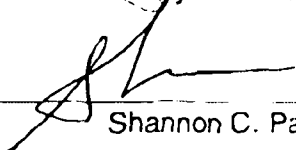
Dominique Camaj

Reviewed by:



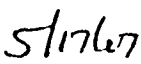
Shelly Del Rosario

Approved by:



Shannon C. Pascual

Date:



DEPARTMENT OF RECREATION AND PARKS
CONTRACT COST ANALYSIS

BALBOA TENNIS PROFESSIONAL CONCESSION

Cost to the Department to Self Operate

Position Title	No. of Positions	Monthly Salary	Total Monthly Salary Cost	Overhead Cost (4.5%)	Flex Costs	Duration (months)	TOTAL COST
Recreation Instructor (Lessons)	6	\$ 1,000.50	\$ 6,003.00	\$ 270.14	\$ -	12	\$ 75,277.62
Park Service Attendant (Pro Shop)	1	\$ 1,430.28	\$ 1,430.28	\$ 64.36	\$ -	12	\$ 17,935.71
Equipment (Tennis Balls, Racquets, Buckets)							\$ 4,200.00
Total Cost to Operate and Maintain the Concession (1 year):							\$ 97,413.33
Projected Revenue (1 year):							\$ 97,030.00
TOTAL PROFIT/LOSS TO CITY:							\$ (383.33)

Cost to Contract Out the Operation

Position Title	No. of Positions	Monthly Salary	Total Monthly Salary Cost	Overhead Cost (22.4%)	Flex Costs	Duration (months)	TOTAL COST
Management Analyst II	0.077	\$ 6,230.40	\$ 479.26	\$ 107.35	\$ 57.06	12	\$ 7,724.09
Accounting Clerk I	0.019	\$ 4,171.20	\$ 77.24	\$ 17.30	\$ 13.74	12	\$ 1,134.57
TOTAL SALARIES:							\$ 8,858.65

Expected Revenue from Contracting Concession (12% of Projected Revenue): \$ 11,643.60
 Management Analyst II (monitor contract) and Accounting Clerk I (monitor rent): \$ (8,858.65)

TOTAL PROFIT/LOSS TO CITY: \$ 2,784.95

REPORT OF GENERAL MANAGER

NO. 09-219

DATE August 12, 2009

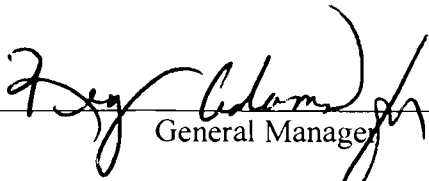
C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GREEK THEATRE – CONCESSION RENT AMORTIZATION FOR PUBLIC SAFETY IMPROVEMENT

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____

J. Kolb _____
*F. Mok fm
K. Regan _____
M. Shull _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board approve Nederlander-Greek, Inc., to credit amortization in the amount of \$75,451.70 for the installation and replacement of public safety items at the Greek Theatre Concession.

SUMMARY:

The Greek Theatre was officially dedicated in 1929 and has been providing entertainment and cultural events to the public ever since. The award-winning open-air amphitheatre is host to an average of 56 shows annually, with an average annual attendance of 245,232.

The Concession has been operated by Nederlander-Greek, Inc. (Concessionaire) under Concession Agreement Number 245 since May 21, 2002. In 2008, the concession generated \$22,750,207.00 in gross receipts and paid \$1,650,031.00 in rent to the Department.

The Department and the Concessionaire share the responsibility of ensuring that various equipment items are maintained in proper working order and if not, that the items are repaired in a timely manner. The Concessionaire has identified the following items to be repaired or replaced in order to address public safety concerns:

1.	Install a hydraulic vertical wheelchair lift.	\$ 66,570.00
2.	Replace and paint fire sprinkler heads that have corroded:	6,405.75
3.	Reprogram the fire sprinkler tamper switches:	<u>2,475.95</u>
	TOTAL	\$ 75,451.70

REPORT OF GENERAL MANAGER

PG. 2

NO. 09-219

As the items are Department-owned fixed equipment, it is requested that rent amortization be authorized in order to allow the Concessionaire to repair and replace the items. The Concessionaire will provide invoices and receipts in order to verify the cost of the improvements and staff will inspect the repair and replacement of the items prior to the Concessionaire deducting the amount from the rent.

Ten percent (10%) of all rent paid by the concessionaire is deposited into the Concessions Improvement Account. This report approves the rent amortization of ten percent (10%) of the total rent amount owed each month up to \$75,451.70. The remaining ninety percent (90%) will continue to be deposited into the General Fund in order to avoid a revenue short fall.

FISCAL IMPACT STATEMENT:

There is no negative impact to the Department's General Fund.

Report prepared by Robert N. Morales, Senior Management Analyst II, Administrative Resources Section, Finance Division

REPORT OF GENERAL MANAGER

NO. 09-220

DATE August 12, 2009

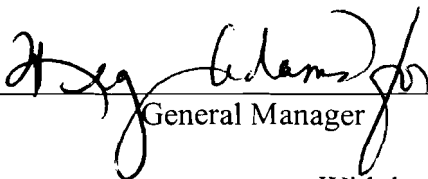
C.D. VARIOUS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RESIDENT CARETAKER PROGRAM POLICY AND RENTAL AGREEMENT FOR RECREATION AND PARK FACILITIES

R. Adams _____
H. Fujita _____
S. Huntley _____
V. Israel _____

J. Kolb _____
*F. Mok 2.m.
K. Regan _____
M. Shull _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the Resident Caretaker Program Policy and Rental Agreement regarding the rental of caretaker residential facilities to Department of Recreation and Parks employees;
2. Authorize the Chief Accounting Employee to deposit fifty percent (50%) of the caretaker rent into the Resident Caretaker Facilities Account for the administration and maintenance of residential facilities and fifty percent into the Department's General Fund for administrative expenses;
3. Authorize the General Manager, or designee, to approve residence locations, rent applications, rental terms, and applicants to serve as resident caretakers.

SUMMARY:

The Department's parks and facilities are vulnerable to vandalism, theft, and other anti-social activities, especially during the hours when the parks and facilities are not staffed and are empty of park patrons. Security lights assist to deter such activities and alarm systems signal for assistance from appropriate emergency personnel. However, such devices are not a substitute for a human presence at the parks and in the facilities.

REPORT OF GENERAL MANAGER

PG. 2

NO. 09-220

The Resident Caretaker program provides suitable and experienced Department employees to act in the capacity of a “neighborhood watch” for the park property in which they reside. In general, the resident caretakers will report: 1) security problems to the Los Angeles Police Department, the Office of Public Safety, or the Park Rangers; 2) operational problems to the appropriate Regional Superintendent; and 3) maintenance problems through the Department’s job order program.

The resident caretakers may perform such security tasks as: 1) locking and unlocking gates and doors; 2) checking security lights and alarms; and 3) monitoring the facility perimeter for inappropriate activities. The resident caretakers have no law enforcement authority and will not place themselves in potentially harmful or confrontational situations.

While this program has been in place for a number of years, it is necessary to review and update policies to ensure the program is run effectively and efficiently. The attached policy (Attachment A) sets forth the roles and responsibilities, as well as uniform standards to ensure that all employees have an opportunity to apply and that the application of rules are consistent. In summary:

As facilities become available, the affected region prepares a notice inviting applicants to apply and submit to the General Manager for approval to fill. The Public Information Division will distribute the notice through a Department-wide e-mail. Appropriate rent and utility payment will be determined by the Planning and Development Division. Interviews will be coordinated by the affected region and conducted at the Superintendent level. The selected application will then be submitted for a background check by the Human Resources Division and for approval by the General Manager, or designee.

Resident caretakers will be required to sign a formal rental agreement (Attachment B), pay a monthly rent, and maintain insurance throughout the term of the agreement. The Finance Division will maintain a central file of all agreements and insurance documents and receive and deposit all rent payments.

All operations, maintenance, and landlord issues, including termination of agreements, will be coordinated by the affected region or division. Issues requiring employee discipline will be handled by the affected region or division and the immediate supervisor of the resident caretaker, with the assistance of the Human Resources Division.

Upon approval by the Board, all current Resident Caretaker facilities (Attachment C) will be advertised and rent terms updated to meet requirements intended to limit liability and ensure a fair market value is paid to the Department, with consideration given for the service provided by the employee.

REPORT OF GENERAL MANAGER

PG. 3

NO. 09-220

Currently, rent paid by the resident caretakers is deposited into the Resident Caretakers Facilities Account. It is recommended that fifty percent (50%) of all future rent be deposited into the Department's General Fund to cover Department administrative costs and fifty percent (50%) be deposited into the Resident Caretakers Facilities Account to cover administrative costs for the collection of rent, preparation of advertisements, maintenance and review of agreements, and various other duties for the program and to cover maintenance costs for general upkeep of the residences.

FISCAL IMPACT STATEMENT:

There is no negative impact to the General Fund as all costs will be expended from the Resident Caretaker Facilities Account.

Report prepared by Robert N. Morales, Senior Management Analyst II, Administrative Resources Section, Finance Division

**DEPARTMENT OF RECREATION AND PARKS
RESIDENT CARETAKER PROGRAM
POLICIES**

It is the policy of the Board of Recreation and Park Commissioners that certain Department facilities, as identified and approved by the General Manager, may be utilized as caretaker residences under the following conditions:

1. Subject to the approval of the General Manager, or designee, the Department may identify a suitable facility to be used as a caretaker residence. Various types of facilities may be designated, such as houses, living areas within historic buildings, house trailers, and trailer spaces.
2. Resident caretakers shall have no law enforcement authority and must not place themselves in dangerous or potentially harmful situations.
3. Resident caretakers will act as a “neighborhood watch” for the facility and park premises on behalf of the Department during normal off-hours. The presence of the resident caretakers will serve to deter potential criminal activities and enhance emergency response time. Resident caretakers will report security, safety, maintenance, and other related activities on park properties to the appropriate agencies.
4. Resident caretakers are selected by the Department among full-time Department employees. The General Manager, or designee, may designate the inclusion of part-time Department employees for facilities on a case-by-case basis.
5. The Department will make known such opportunities as they arise and afford equal opportunity for all full-time Department employees to apply. The General Manager, or designee, may designate temporary interim resident caretakers for periods of no longer than six (6) months when conditions require an immediate resident caretaker at a facility and while the Department conducts a selection process.
6. The selected resident caretakers must be familiar with established policies and procedures, have experience dealing effectively with the public, maintain full-time employment with the Department, and conduct themselves at all times in a manner befitting a representative of the Department and the City.
7. Resident caretakers unconditionally accept the conditions and responsibilities of the resident caretaker program in exchange for living quarters at a rate reduced from fair market value, as determined by the Department, for services rendered. Residence at a facility is not a condition of employment with the City or the Department.

**DEPARTMENT OF RECREATION AND PARKS
RESIDENT CARETAKER PROGRAM
POLICIES**

8. Resident caretaker agreements are authorized for terms of up to thirty-six (36) months, at which time the agreement terminates and, if applicable, the Department will make the facility available to all full-time Department employees. Incumbent resident caretakers may reapply.
9. The fair market value and reduction for services rendered will be appraised by the Department at the time the facility is made available or, at a minimum, every thirty-six (36) months. In such cases where it is impracticable for an assessment to be made by the Department, the monthly fees will be increased by 2.5% per annum, until such assessment is performed.
10. Resident caretaker agreements are authorized solely for the purpose and intent as described herein. All persons authorized to reside in an authorized facility must be named in such caretaker agreement. No overnight guests are allowed without prior written approval by the General Manager, or designee. Assignment, sublease, or transfer of authority is prohibited and is grounds for immediate termination of the agreement. No fees of any kind may be collected by the resident caretaker for the use of the facility or park premises.
11. The Department or the resident caretaker may terminate the rental agreement upon delivery of a thirty (30) day written notice to the other party. Such action may be given without cause by either party.
12. A standard Department resident caretaker agreement shall be used for all facilities and approved by the General Manager, or designee. Such agreement must be accompanied by appropriate and current insurance documentation as approved by the Risk Manager, including, but not limited to, property, liability, and automobile insurance.
13. All disputes arising from the resident caretaker agreement or program shall be determined and resolved by the General Manager, or designee, and the resident caretaker shall be bound by such decision.
14. At no time will the resident caretaker program be considered an employee entitlement or benefit by the participants. Disputes or grievances arising from the resident caretaker program will not be governed by any employee association or employee agreement, unless formal Department employee discipline is considered for actions and/or behavior caused by an employee during the course of the resident caretaker agreement.

**DEPARTMENT OF RECREATION AND PARKS
Resident Caretaker Rental Agreement**

The General Manager of the Department of Recreation and Parks (hereinafter "GENERAL MANAGER") of the City of Los Angeles (hereinafter "CITY") hereby grants permission to:

NAME OF EMPLOYEE

(hereinafter "TENANT") to occupy and use as a residence the property described below, which is under the control of CITY acting through its Board of Recreation and Park Commissioners (hereinafter "BOARD"), subject to the following terms and conditions:

SECTION 1. INFORMATION

TO BE COMPLETED BY CITY		
Name of Residence:	Address of Residence:	Tenant Name:
Civil Service Classification:	Employee ID No.:	First Date of Tenancy:
Office Telephone No.:	Cell Phone No.:	Work Section / Location:

TO BE COMPLETED BY TENANT		
Other Residents:		
Name:	Relationship to TENANT:	Age:
Name:	Relationship to TENANT:	Age:
Name:	Relationship to TENANT:	Age:
Pet(s) Type and No. of Each (Approved Pet(s) Must be Covered Under Renter's Liability Insurance Policy):		
TENANT SIGNATURE:		DATE OF SIGNATURE:

2. DEFINITIONS

CITY:	The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.
DEPARTMENT:	The Department of Recreation and Parks.
BOARD:	The Board of Recreation and Park Commissioners.
GENERAL MANAGER:	The General Manager of the Department of Recreation and Parks, or authorized designee.
SUPERINTENDENT:	The head of the Region or Division in which the subject resident caretaker facility is located.
TENANT:	The individual authorized by the DEPARTMENT to occupy and use the referenced facility as a Resident Caretaker.
RESIDENCE:	The subject resident caretaker facility.
AGREEMENT:	This agreement for the subject resident caretaker facility.
PREMISES:	The geographical location as stated in Section 3 where the resident caretaker facility is located.

3. RESIDENCE AND PREMISES

The RESIDENCE (Exhibit A) subject to this AGREEMENT is located at:

NAME OF RESIDENCE
ADDRESS OF RESIDENCE
NAME OF PREMISES (PARK)

TENANT shall not use or allow the RESIDENCE to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY.

4. PERMISSION GRANTED

- A. The RESIDENCE shall be used as a residence only by TENANT. No other person(s) shall occupy RESIDENCE in whole or in part unless such person(s) is specifically named in Section 1 of this AGREEMENT or has been authorized in writing subsequent to the execution of this AGREEMENT by the GENERAL MANAGER.
- B. TENANT shall not use or permit RESIDENCE to be used, in whole or in part, for any purpose other than as stated herein during the term of this AGREEMENT.
- C. Any person(s) residing at a DEPARTMENT facility must provide complete information regarding their background and must be fingerprinted prior to assuming occupancy. Should an individual's background or conviction record be considered unsuitable to act in the capacity of a Resident Caretaker, that person will be required to vacate the RESIDENCE as soon as possible, but under no circumstances beyond thirty (30) calendar days following a "Notice to Quit" issued in writing by DEPARTMENT.
- D. No guest(s) of TENANT may occupy RESIDENCE overnight without the prior written approval of the GENERAL MANAGER.
- E. No right of storage is given or assumed by this AGREEMENT, other than for normal household items and personal effects.

5. TERM OF AGREEMENT

This AGREEMENT shall be effective for twelve (12) months from the date of execution with two (2) twelve-month options to renew, exercisable at the sole discretion of GENERAL MANAGER.

Neither CITY, nor any BOARD member, officer of DEPARTMENT, or employee thereof shall be liable in any manner to TENANT because of any action taken to decline to exercise an option, revoke or disapprove renewal of the AGREEMENT.

6. PARKING

- A. TENANT is authorized XX parking spaces to be used for personal vehicles at RESIDENCE.
- B. All TENANT vehicles are to be confined to said parking spaces.

- C. Vehicles which, in the sole opinion of the GENERAL MANAGER, are considered unsightly, noisy, dangerous, inoperable, or unregistered are not permitted on RESIDENCE or PREMISES. TENANT shall remove the vehicle(s) immediately upon written notice by DEPARTMENT. TENANT shall assume all towing and removal costs if such vehicle is not removed.

7. RENT PAYMENT

- A. As part of the consideration for CITY granting the rights herein above set forth, TENANT shall pay to CITY a monthly rental fee of \$XXX.XX.
- B. Rent payment shall be paid on a monthly basis and are due on the first day of the month for the month the residence is occupied. Payment shall be considered late if paid after the fifteenth (15th) day of the month for the month the residence is occupied.

Payment shall be mailed to:

DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Resident Caretaker Program
P.O. Box 5385
Glendale, CA 91221-5385

- C. TENANT understands and agrees that DEPARTMENT has the right to increase the monthly rent amount in order to reflect changes in appraisal of the value of RESIDENCE. TENANT shall be provided thirty (30) days written notice from the DEPARTMENT prior to the effective date of any such change in the rent amount.

8. LATE PAYMENT FEE

- A. Failure of TENANT to pay any of rental payments, utility payments, or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.
- B. Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by TENANT, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, TENANT agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from any late or delinquent payments.
- C. The charges for late or delinquent payments shall be \$50.00 for each month late. Payments shall be considered past due if received after the fifteenth (15th) day of the month in which payment is due.

- D. The acceptance of late rent by CITY shall not be deemed as a waiver of any other breach by TENANT of any term or condition of this AGREEMENT other than the failure of TENANT to timely make the particular rent payment so accepted.
- E. TENANT will be charged an amount of \$35.00 for each check returned for Non-Sufficient Funds (NSF) or other reasons. Such payment shall be made by the next monthly rental payment due date after written notice is given by DEPARTMENT to TENANT of such returned check.

9. SECURITY DEPOSIT

Prior to the execution of AGREEMENT, TENANT shall provide DEPARTMENT with a security deposit in the amount equal to two times the rent payment amount as stated in Section 7.A of this AGREEMENT.

- A. The Security Deposit will be retained during the entire term of this AGREEMENT to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.
- B. The Security Deposit will be in any one of the following forms, but may not be a combination of two or more types:
 - a. A cash deposit made at the Cashier's window of the DEPARTMENT.
 - b. A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the City of Los Angeles.
 - c. A check or money-order drawn on and certified by any bank that is a member of the Los Angeles Clearing House Association, payable to the order of the City of Los Angeles.
- C. The Security Deposit will be returned to TENANT after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit any amounts up to and including the full amount of the Performance Deposit as stated herein, owed to the CITY by TENANT as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.
- D. The Security Deposit may be increased during the TERM of this AGREEMENT if, in the opinion of GENERAL MANAGER, the original amount becomes insufficient due to an increase in property value and/or an increase of the rent payment. If such additional deposit is not received by the DEPARTMENT within thirty (30) calendar days after the mailing of

written notice as such, all default provisions may be exercised at the discretion of CITY and the AGREEMENT may be terminated.

10. UTILITIES

- A. TENANT shall be responsible for all utility charges. Utility charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, water and other utility services to RESIDENCE, and shall be paid by TENANT regardless of whether such utility services are furnished by CITY or by other utility service providers.
- B. In the event that individual utility meters are not available for the RESIDENCE, TENANT shall remit, on a monthly basis in conjunction with monthly rental payments to DEPARTMENT, the amount of \$XXX.XX.
- C. TENANT hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the RESIDENCE which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and TENANT hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

11. TAXES

- A. TENANT understands that TENANT may incur a Federal and/or State Income Tax liability related to the rental of DEPARTMENT property if the rental amount paid by TENANT is less than the "fair market value" of the rented RESIDENCE. The tax(es) is the responsibility of TENANT to determine and pay.
- B. TENANT understands that by the execution of AGREEMENT and benefits thereof, a property interest known as a "Possessory Interest Tax" may be created and such property interest may be subject to property taxation by the County of Los Angeles Office of the Assessor. The tax is the responsibility of TENANT to determine and pay.

12. ELIGIBILITY FOR OCCUPANCY

TENANT understands that only employees of the DEPARTMENT are eligible to act in the capacity of a Resident Caretaker for the DEPARTMENT. If TENANT ceases to be an employee of the DEPARTMENT (e.g., retirement, transfer or promotion to another CITY department, resignation, termination, etc.)

TENANT shall vacate RESIDENCE within thirty (30) days of change in status. In the event DEPARTMENT received unearned rent, DEPARTMENT will refund the amount to TENANT.

13. TENANT DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the TENANT are contained in the "Resident Caretaker Tenant Duties and Responsibilities" (Exhibit A).

Failure to perform any of the duties or responsibilities in an acceptable manner, in the sole opinion of the GENERAL MANAGER, will be cause to immediately terminate this AGREEMENT in its entirety.

14. INDEMNITY

Except for the active negligence or willful misconduct of the Department, TENANT shall at all times relieve, indemnify, protect, and hold harmless Department and any and all of its boards, officers, agents and employees from any and all claims and demands, action, proceedings, losses, liens, costs, judgments, civil fines and penalties of any kind and nature whatsoever, including expenses incurred in defending against legal actions for death or of injury to persons, or damage to property including property owned by or under the care and custody of the Department, that may arise or be caused directly or indirectly by:

- A. Any dangerous, hazardous, unsafe or defective condition of, in or on RESIDENCE or PREMISES, or any nature whatsoever, which may exist by reason of any act, omission or any use or occupation of RESIDENCE by TENANT or TENANT'S invitees.
- B. Any acts, omissions, negligence or willful misconduct of TENANT, or TENANT'S invitees.
- C. Any failure of TENANT to comply with any of the terms and conditions of this agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation.

15. INSURANCE

- A. TENANT shall, at TENANT'S expense, procure and maintain in full force and effect during the term of this agreement a renter's insurance policy of broad form comprehensive third party liability with coverage to any approved pet(s) if applicable and property damage insurance protecting TENANT and naming DEPARTMENT as an additional insured with coverage in an amount not less than five hundred thousand dollars (\$500,000) per occurrence.

- B. The policy shall contain a provision that the policy will not be canceled or reduced in amount until DEPARTMENT has been given minimum notice required by law, but in no event less than thirty (30) calendar days notice by registered mail. TENANT shall provide evidence of insurance acceptable to the DEPARTMENT prior to occupancy of RESIDENCE.
- C. Evidence of insurance shall be submitted to and approved by CAO, Risk Management prior to commencement of tenancy under this AGREEMENT.

16. LIMITS OF LIABILITY

Department shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to any property belonging to TENANT or located in said RESIDENCE. TENANT'S personal property is the responsibility of TENANT and is not insured by the Department. In addition, Department shall not be liable for nondelivery or misdelivery of messages, nor shall Department be liable for any interruption of or interference with services or accommodation due TENANT, caused by strike, riot, orders of public authorities, or any other cause beyond Department's control.

17. GENERAL RESTRICTIONS

Unless stated in Section 1 of this Agreement or subsequently authorized in writing by the GENERAL MANAGER, or designee, TENANT shall not:

- A. Allow any other person(s) to reside in the RESIDENCE;
- B. Bring, keep or maintain any animals. Department's consent to keep animals may be revoked at Department's option upon five (5) days written notice to TENANT. TENANT agrees to remove such animals from RESIDENCE and PREMISES upon receipt of such notice;
- C. Bring, keep, or maintain combustible materials or hazardous materials on RESIDENCE or PREMISES;
- D. Bring, keep, or maintain firearms or other weapons on RESIDENCE or PREMISES;
- E. Operate any commercial business on RESIDENCE or PREMISES;
- F. Allow the storage, distribution, sale, manufacture, or usage of controlled substances on RESIDENCE;
- G. Allow or participate in any criminal behavior on RESIDENCE or participate in any criminal behavior on PREMISES;

- H. Permit any waste or nuisance in or about RESIDENCE, nor in any way annoy or interfere with CITY employees or neighbor(s);
- I. Do or keep anything in or about the RESIDENCE or PREMISES that will detract from the general appearance of the park or detract from the public's right of enjoyment of the RESIDENCE or PREMISES.

18. ALTERATIONS TO RESIDENCE

TENANT shall make no alterations to the structure of RESIDENCE, nor shall TENANT cause any modification to the exterior or interior of RESIDENCE without the prior written approval of the GENERAL MANAGER.

19. CONDITION OF PREMISES

- A. TENANT has inspected RESIDENCE and accepts same as is and acknowledges that same is in good, clean and sanitary order and condition. No officer or employee of CITY has made any representation or warranty with respect to the RESIDENCE.
- B. TENANT shall be responsible for all loss, breakage and damage other than damage arising out of ordinary wear and tear, caused while TENANT is in possession of RESIDENCE, including but not limited to plumbing and electrical fixtures.
- C. TENANT shall pay Department on demand for such loss, breakage, and damage.

20. MAINTENANCE AND REPAIR

During the entire term of this AGREEMENT, TENANT shall:

- A. Keep RESIDENCE in a clean and sanitary condition;
- B. Dispose of all rubbish, garbage and waste in a clean, sanitary, and timely manner;
- C. Properly use and operate all electrical, gas, and plumbing fixtures and keep the same in clean condition;
- D. Not permit any person(s) in or about RESIDENCE with TENANT's permission to deface, damage or remove any part of the structure of RESIDENCE or RESIDENCE equipment or appurtenances thereto, nor themselves do any such thing;
- E. Notify the SUPERINTENDENT of any damage to the interior or exterior of RESIDENCE.

- F. Notify the SUPERINTENDENT of any maintenance or repair of RESIDENCE, including, but not limited to, the plumbing, range, heating apparatus, and electric and gas fixtures.
- G. Be responsible for the repair of RESIDENCE and appurtenances which are found to have been damaged due to TENANT's misuse, waste, or neglect or that of the TENANT's family or visitors.

21. INSPECTIONS

- A. The SUPERINTENDENT, or designee, may enter and inspect RESIDENCE during normal business hours and upon twenty-four (24) hour advance notice to TENANT with or without TENANT'S presence, for any lawful purpose.
- B. The SUPERINTENDENT, or designee, may enter RESIDENCE without advance notice to TENANT in case of an emergency.
- C. The SUPERINTENDENT, or designee, may enter RESIDENCE without advance notice to TENANT in the case of abandonment (Section 23), without being liable for any prosecution for such entering and without becoming liable to TENANT for any damages to TENANT's personal property.

22. RESIDENCE KEYS

- A. The SUPERINTENDENT will provide RESIDENCE keys to the TENANT as stated in Section 1. No other person(s) is authorized to collect RESIDENCE keys from any DEPARTMENT representative.
- B. TENANT shall not add or change any lock, locking device, bolt or latch on RESIDENCE without Department approval. TENANT acknowledges that Department is entitled to a key to RESIDENCE and may use the same for entry, as provided herein.
- C. Should SUPERINTENDENT authorize TENANT to change such locks as stated in Section 21.B, TENANT, at TENANT'S own expense, shall provide the SUPERINTENDENT with two (2) complete sets of duplicate keys thereto.

23. ABANDONMENT

TENANT agrees to occupy RESIDENCE continuously, except for approved vacation periods, and TENANT agrees that any absence therefrom for more than four (4) calendar days shall be conclusively presumed to be an abandonment of RESIDENCE and shall be grounds for immediate termination of AGREEMENT.

Upon the termination of AGREEMENT for abandonment, all personal property belonging to TENANT and remaining in RESIDENCE may be considered abandoned, in which case SUPERINTENDENT may dispose of all such personal property in any manner SUPERINTENDENT deems proper and is relieved of all liability for doing such.

24. ABSENCES

TENANT understands that TENANT has caretaking duties and responsibilities for RESIDENCE as a condition of rental of RESIDENCE. TENANT shall notify the SUPERINTENDENT at least forty-eight (48) hours prior to leaving RESIDENCE unattended overnight, and must obtain written authorization at least two weeks in advance for absences of three (3) or more calendar days. Failure of TENANT to provide proper notice shall be grounds for immediate termination of this agreement by the GENERAL MANAGER.

25. TERMINATION OF AGREEMENT

- A. This AGREEMENT may be terminated by either party upon thirty (30) days written notice to the other party. In the event TENANT fails to give the required notice of intention to terminate, TENANT shall, at the discretion of DEPARTMENT, be liable for the rent due.
- B. Tenancy shall not be considered terminated until TENANT has vacated the RESIDENCE.
- C. On the termination of tenancy, other than by forfeiture, TENANT shall quit and surrender possession of RESIDENCE to DEPARTMENT and shall, without cost to DEPARTMENT, remove any and all works, structures, and other improvements located thereon, except works, structures, or other improvements owned by DEPARTMENT, and TENANT shall restore RESIDENCE to the same, or as good condition, ordinary wear and tear excepted, as the RESIDENCE was in at the time of the first occupancy thereof by TENANT.

26. WAIVER OF CONDITIONS

No waiver by either party at any time of any terms or conditions of this AGREEMENT shall be a waiver at any subsequent time of the same or any other term or condition.

27. RIGHTS OF OTHERS

The RESIDENCE shall at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the Office of the Recorder of the County of Los Angeles, California, or in the official records of CITY or any of its various departments.

28. RELOCATION ASSISTANCE

TENANT acknowledges that TENANT is not entitled to relocation assistance or any other benefits under the Uniform Relocation Act or any other provisions of law upon termination of AGREEMENT and therefore waives any and all claims for assistance or benefits.

29. ENCUMBRANCE OF AGREEMENT

No assignment, sublease, transfer, gift, grant of control, or other encumbrance of this AGREEMENT, or any interest therein or any right of privilege thereunder, whether voluntary or by operation of the law, shall be valid for any purpose without the prior written approval of GENERAL MANAGER. Any such assignment, sublease, transfer, gift, grant of control, or other encumbrance of this AGREEMENT without the prior written approval of GENERAL MANAGER will be cause to immediately terminate this AGREEMENT.

30. WRITTEN NOTICES

A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to the Department of Recreation and Parks, Attn: Resident Caretaker Program / MS 628, 3900 West Chevy Chase Drive, Los Angeles, California, 90039.

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide TENANT with written notice of any address change within thirty (30) days of the occurrence of said address change.

B. To TENANT:

All notices may either be delivered personally to the TENANT or to any person authorized to occupy RESIDENCE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon delivery.

Written notices to TENANT shall be addressed to the RESIDENCE as stated in SECTION 1 of AGREEMENT.

31. DESTRUCTION OF RESIDENCE

Should RESIDENCE be partially or fully destroyed by fire, casualty, earthquake or other cause to the extent that it becomes unrentable in the opinion of the DEPARTMENT, this AGREEMENT shall automatically terminate and any unearned rent paid in advance by TENANT shall be refunded to TENANT.

32. COMPLIANCE WITH APPLICABLE RULES AND LAWS

TENANT shall comply with all federal, state, regional laws and all ordinances, rules and regulations during the term of AGREEMENT.

33. LEGAL ACTIONS

The venue of any action brought under the AGREEMENT shall lie in Los Angeles County.

34. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following exhibits are attached to and made part of this AGREEMENT by reference:

- Exhibit A: Resident Caretaker Tenant Duties and Responsibilities.
- Exhibit B: Resident Caretaker Rental Application Form.

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of exhibits, 2) Exhibit A, and 3) Exhibit B.

(SIGNATURE PAGE TO FOLLOW)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
221 N. Figueroa Street, Suite 1550
Los Angeles, CA 90017

BY: _____
NAME OF SUPERINTENDENT
Superintendent

Date: _____

BY: _____
JON KIRK MUKRI
General Manager

Date: _____

The undersigned TENANT agrees that each of the terms of AGREEMENT constitute a covenant and condition on the TENANT's right to possession of the RESIDENCE. Any failure by TENANT to comply with any such term shall constitute a default hereunder and Department may terminate TENANT's right or possession of the RESIDENCE and/or forfeit this AGREEMENT, in any manner provided by law. TENANT further understands that employees who fail to comply with this AGREEMENT shall be subject to discipline, which may include actions up to and including suspension and/or discharge.

BY: _____
TENANT NAME
Tenant

Date: _____

APPROVED AS TO FORM
CARMEN TRUTANICH
City Attorney

BY: _____
Senior Assistant City Attorney

Date: _____

**DEPARTMENT OF RECREATION AND PARKS
RESIDENT CARETAKER
TENANT DUTIES AND RESPONSIBILITIES**

LOCATION NAME: _____

LOCATION ADDRESS: _____

The following are the general duties required of all Resident Caretakers. Specific duties may be required as designated by the Department and revised from time to time. The Resident Caretaker TENANT agrees to fulfill the following duties and responsibilities:

SECURITY

- Caretaker may be called 24 hours in case of emergencies;
- Report any vandalism, attempted entry, and other unusual occurrences;
- Report problems with perimeter lights and/or nearby t-bar gates;
- Secure facility (e.g., lock doors, gates, turn off lights, etc.);
- Department representative with police, fire and paramedics.

MAINTENANCE OF RESIDENCE

- Report through job order system interior and exterior maintenance needs of residence;
- Perform routine maintenance and minor repairs.

FACILITY RESPONSIBILITIES

- Cooperate with other Department employees in emergency maintenance repairs;
- Fire suppression;
- Erosion control;
- Catch basin inspection.

PUBLIC RELATIONS

- Provide information, assistance and guidance to park patrons;
- Cooperate with Department approved events/activities;
- Interact with the public to resolve community problems. Attend Community meetings as needed;
- Assist with staff if residence to be used as Voting Poll for community.

DEPARTMENT OF RECREATION AND PARKS
RESIDENT CARETAKER RENTAL APPLICATION FORM

APPLICANT'S NAME: _____
(please print or type)

CLASSIFICATION: _____

DIVISION / SECTION NAME: _____

DRIVER'S LICENSE NUMBER: _____

DRIVER'S LICENSE EXPIRATION DATE: _____

FACILITY FOR WHICH YOU ARE APPLYING: _____

FACILITY ADDRESS: _____

DATE OF ORIGINAL OCCUPANCY (If applicable): _____

OTHER PROPOSED OCCUPANTS / RELATIONSHIP TO YOU:

Name	Relation	Age
------	----------	-----

Pets (Type of pet and number of pets)

AUTOMOBILE(s): _____
(make) (model) (year) (license number)

(make) (model) (year) (license number)

AUTOMOBILE INSURANCE: Policy Number: _____

Expiration Date: _____

The undersigned applicant represents that all statements made above are true and correct and hereby authorizes the Department to verify any or all of the information:

(SIGNED) _____ Date: _____

**DEPARTMENT OF RECREATION AND PARKS
RESIDENT CARETAKER FACILITIES**

ATTACHMENT C

Residence Region	Residence Name	Residence Address	Employee Last Name	Employee First Name	Classification	Total Square Footage (approx)	No. of Bedrooms	No. of Bathrooms
1	Fern Dell Ranger Station	5375 Red Oak Drive Los Angeles, CA 90068	Joyce	Patrick	Senior Park Ranger	1,500 sq ft	2	1
2	Nursery Cottage	2650 N. Commonwealth Ave Los Angeles, CA 90027	Grijalva	Bernard	Park Maintenance Supervisor	1,700 sq ft	2	1
3	Wattles Mansion	1824 N. Curson Avenue Los Angeles, CA 90046	VACANT					
4	Golf House	4730 Crystal Springs Drive Los Angeles, CA 90027	Rivera	Hector	Park Maintenance Supervisor	450 sq ft	1	1
5	South Seas House	2301 West 24th Street Los Angeles, CA 90018	VACANT					
6	Angels Gate	3601 S. Gaffey Street San Pedro, CA 90731	VACANT					
7	Augustus Hawkins	5790 Compton Avenue Los Angeles, CA 90011	Dowell	Fred	Gardener Caretaker		2	2
8	Drum Barracks Civil War Museum	1052 Banning Boulevard Wilmington, CA 90744	VACANT			700 sq ft	1	1
9	Mulholland Park	12201 Mulholland Drive Beverly Hills, CA 90210	Ramirez	Bernabe	Senior Gardener	650 sq ft	1	1
10	O'Melveny Park	17300 Sesnon Avenue Granada Hills, CA 91344	Johnson	Blake	Senior Gardener	550 sq ft	1	1
11	Orcutt Ranch	23600 Roscoe Boulevard West Hills, CA 91304	Osier	Terry	Carpenter	900 sq ft	2	2
12	Oro Vista	11101 Oro Vista Avenue Sunland, CA 91040	VACANT					
13	Stoney Point	Topanga Canyon Boulevard	VACANT					

REPORT OF GENERAL MANAGER

NO. 09-221

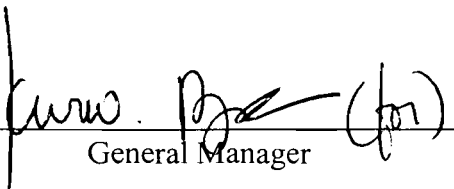
DATE: August 12, 2009

CD Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE LOS ANGELES COUNTY PROBATION DEPARTMENT FOR THE JUVENILE JUSTICE CRIME PREVENTION ACT AFTER-SCHOOL ENRICHMENT AND SUPERVISION PROGRAM FOR FISCAL YEAR 2009-2010

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve a proposed Memorandum of Understanding (MOU), substantially in the form on file in the Board Office subject to approval of the Mayor, City Council, and the City Attorney as to form, between the Department of Recreation and Parks (Department) and the Los Angeles County Probation Department (County) for continued Juvenile Justice Crime Prevention Act (JJCPA) (formerly known as the Schiff-Cardenas Crime Prevention Act) grant funding up to \$482,558 to provide youth services during specified hours of peak juvenile criminal occurrences for a ninth fiscal year (2009-2010) at selected recreational facilities, for the period of July 1, 2009 through June 30, 2010;
2. Direct the Board Secretary to transmit forthwith the proposed MOU to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review as to form; and,
3. Authorize the Board President and Secretary to expeditiously execute the MOU, subsequent to the necessary approvals.

REPORT OF GENERAL MANAGER

PG. 2

NO. 09-221

SUMMARY:

The County awards and administers funding for the State's JJCPA grant funding and the Department has received over \$5.1 million in JJCPA funding during the past eight years to continue programs designed to serve at-risk youths through the Clean and Safe Spaces (CLASS) Parks Youth Employment Internship Program (YEIP). This program provides participants with positive activities and alternatives for new learning experiences. The County has offered the Department an additional \$482,558 for Fiscal Year 2009-10.

One new eight-week (8) program will be included in the proposed MOU for Fiscal Year 2009-10. The Culinary Arts Internship will provide participants with hands-on training in one of the fastest growing industries in the nation. The program will offer youth training in food preparation, chef preparation, banquet management, menu design, food handling certificate, proper etiquette and hygiene, and exposure to entry level career opportunities in hotels, restaurants, catering companies, and school lunch programs. This will further the Department's mission to provide positive alternatives to at risk youth who are in jeopardy of being recruited by gang members within their community.

As stated in previous MOU's, staff will continue the Camp Counselor Leadership, Sports Management and Officiating, Crime Scene Investigation and Multi-media Production programs. These programs have been approved through various board reports related to JJCPA Grant (May, 2002, Board Report 02-210; May, 2003 Board Report 03-145; August, 2003, Board Report 03-271; March, 2005 Board Report 05-69; May, 2006 Board Report 06-110; June 2006 Board Report 06-166; April 2007 Board Report 07-94; May, 2008 Board Report 08-121).

FISCAL IMPACT STATEMENT:

This MOU will allow the Department to advance funds to provide the negotiated services, and then submit requests for reimbursement from the County. The Department may realize a financial benefit as participants enrolled in the Camp Counselor Leadership Training program successfully complete the course and begin to serve as volunteers at Department facilities. There is no fiscal impact to the Department's General Fund.

This report was prepared by Anita Meacham, Principal Recreation Supervisor I, CLASS Parks.

This item not included in the package

09-222 Pershing Square Park - Award of Professional Services
Contract with Willy Bietak Productions, Inc. for the
2009-2010 "Downtown on Ice" Outdoor Winter Ice Skating
Rink

REPORT OF GENERAL MANAGER

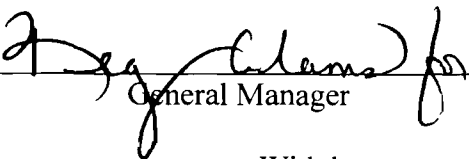
NO. 09-223

DATE August 12, 2009

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) Mayor, relative to a proposed Agreement with the Los Angeles Unified School District relative to Angels Gate Park.

Refer to staff for further processing.

2) Mayor, relative to a proposed Agreement with Freetime, Inc., for the operation of the Lake Balboa Bicycle Rental Concession.

Refer to staff for further processing.

3) Mayor, relative to proposed agreements for brush clearance services.

Refer to staff for further processing.

4) Mayor, relative to a proposed Gift Agreement with Nike, Inc., and the LA84 Foundation for the design and construction of a street skate plaza at Ritchie Valens Park.

Refer to staff for further processing.

5) Mayor, relative to a proposed contract for the operation of the Travel Town Museum mobile food service concession.

Refer to staff for further processing.

REPORT OF GENERAL MANAGER

PG. 2

NO. 09-223

- | | |
|--|--|
| 6) Mayor, relative to a proposed Gift Agreement with Nike, Inc., and the LA84 Foundation for a street skate plaza at Nickerson Gardens Recreation Center. | Refer to staff for further processing. |
| 7) Mayor, relative to a proposed Amendment No. 3 to the Operating License Agreement with the Housing Authority relative to a skate plaza at Imperial Courts. | Refer to staff for further processing. |
| 8) City Attorney, to the City Council, requesting a closed session in the case of Michael Hunt, Matthew Dowd v. Los Angeles, U.S. District Court Case No. CV 07-04691. | Note and file. |
| 9) City Clerk, relative to a transfer of funds concerning the African Marketplace. | Note and file. |
| 10) City Clerk, relative to funding for the development of Wilshire Boulevard Public Park. | Refer to General Manager. |
| 11) City Clerk, relative to declaring the "Fourth of July at Hansen Dam" a Special Event. | Refer to General Manager. |
| 12) City Clerk, relative to the funding for Oro Vista Park. | Refer to General Manager. |
| 13) City Clerk, relative to declaring Movies in the Park 2009 in Benny H. Potter West Adams Avenues Memorial Park a Special Event. | Note and file. |
| 14) City Clerk, relative to funding for the 2008-09 "Downtown on Ice" in Pershing Square Park. | Note and file. |
| 15) City Clerk, relative to declaring the "American Heroes Air Show" in Hansen Dam a Special Event. | Refer to General Manager. |
| 16) City Clerk, relative to the opening dates for pools and splash pads. | Refer to General Manager. |

REPORT OF GENERAL MANAGER

PG. 3

NO. 09-223

- 17) City Clerk, relative to a Supplemental Agreement to the contract with EPTDESIGN, Inc., for as-needed landscape architectural design services. Refer to staff for further processing.
- 18) City Clerk, relative to declaring the MacArthur Park 4th of July Festival a Special Event. Note and file.
- 19) City Clerk, relative to funding the Summer Night Lights program. Note and file.
- 20) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending June 12, June 19, June 26, and July 10, 2009. Note and file.
- 21) Susan Huntley, Chief Management Analyst, responding to the request for information made by Commissioner Valles at the July 8, 2009 Board Meeting regarding whether the Department can apply for County CDBG funds. Note and file.
- 22) Friends of the Banning Museum, relative to current events and projects. Note and file.
- 23) Two communications, relative to incidents at the Los Angeles Youth Athletic Club. Refer to General Manager.
- 24) Tawfiq Khan, to Manual Droz, Senior Recreation Director I, relative to obtaining a permit to use Shatto Recreation Center for community events. Note and file.
- 25) Ronald De Mey, relative to the acquisition of land for Spring Street Park. Refer to General Manager.
- 26) K.C. Hochderffer, relative to the fountain in MacArthur Park. Refer to General Manager.
- 27) Michael Johnson, relative to problems in the Sepulveda Basin Wildlife Refuge. Refer to General Manager.
- 28) Two communications, relative to how the Municipal Sports Soccer League season is scheduled. Refer to General Manager.

REPORT OF GENERAL MANAGER

PG. 4

NO. .09-223

- 29) Ron Litils, relative to the Senior Lunch Program at Penmar Recreation Center. Refer to General Manager.
- 30) John Ferreira, suggesting the use of artificial turf in off-leash dog parks. Refer to General Manager.
- 31) Wendy Jones, relative to the closure of Lake Balboa on holidays. Refer to General Manager.
- 32) Layne Murphy, relative to the procedure for signing up for a CLASS Parks program. Refer to General Manager.
- 33) Audrey Matoesian, relative to alleged problems with the Human Resources Section. Refer to General Manager.
- 34) Twenty communications, relative to the Proposed Development of a Ball Field for Persons with Special Needs at Anthony C. Beilenson Park. Refer to General Manager.
- 35) Joyce Dillard, relative to the proposed Lincoln Park - Pool and Bathhouse Replacement (W.O. #E1906492) project. Refer to General Manager.
- 36) Dorothy Sundbye, relative to Verdugo Hills Pool. Refer to General Manager.
- 37) Jennifer Pontius, relative to pool closures. Refer to General Manager.
- 38) Friends of Hermon Dog Park, to Melinda Gejer, City Planning Associate, rescinding a request to name Hermon Park in Arroyo Seco Dog Park. Note and file.
- 39) Mia Tirado, relative to shade trees at children's play areas. Refer to General Manager.
- 40) Matthew Kovacevich, Conejo Recreation and Park District, two communications relative to various statistics about the Department. Refer to General Manager.

This report was prepared by Paul Liles, Clerk Typist, Commission Office.

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.

BIDS TO BE RECEIVED:

09/15/09 109th Street RC - Pool and Bathhouse Replacement
(W.O.#E1906494)

09/22/09 Lou Costello RC - Pool and Bathhouse Replacement
(W.O.#E1906493)

09/29/09 Lincoln Park - Pool and Bathhouse Replacement (W.O.#E1906492)

TBD Tommy Lasorda Field of Dreams - Service Building (W.O.#RP-897003)

PROPOSALS TO BE RECEIVED:

09/01/09 As-Needed Booking Agent Services

09/01/09 As-Needed Entertainment Services

09/08/09 Balboa Park Tennis Professional Concession

09/08/09 Hansen Dam Golf Course Professional Concession

09/08/09 Hansen Dam Golf Course Restaurant Concession

09/22/09 Parkland Tree Trimming and Removal Services

09/22/09 Woodley Lakes Golf Course Professional Concession

09/22/09 Woodley Lakes Golf Course Restaurant Concession

10/13/09 Winter Theme Lighting at Pershing Square Park

10/27/09 Pershing Square Park - "Downtown on Ice" Outdoor Winter Ice Skating Rink

TBA Bar and Beverage Services Concession

TBA Cheviot Hills Recreation Center - Tennis Professional Concession

TBA Film Production Instruction (CLASS Parks)

TBA Pershing Square Park Food and Beverage Service Concession

TBA RFP - Vending Machines Concession