

# REVISED

(Effective May 28, 2015)

## CITY OF LOS ANGELES BOARD OF RECREATION AND PARK COMMISSIONERS SCHEDULE OF MEETINGS - 2015 -

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>
January 7, 2015	EXPO Center	9:30 am
January 21, 2015	EXPO Center	9:30 am
February 4, 2015	EXPO Center	9:30 am
February 18, 2015	EXPO Center	9:30 am
March 4, 2015	EXPO Center	9:30 am
March 19, 2015	EXPO Center	9:30 am
<i>Note that the preceding Meeting has been moved to Thursday.</i>		
April 1, 2015	EXPO Center	9:30 am
April 15, 2015	EXPO Center	9:30 am
May 6, 2015	EXPO Center	9:30 am
May 20, 2015	EXPO Center	9:30 am
June 4, 2015	EXPO Center	9:30 am
<i>Note that the preceding Meeting has been moved to Thursday.</i>		
June 18, 2015	EXPO Center	9:30 am
<i>Note that the preceding Meeting has been moved to Thursday.</i>		
July 8, 2015	EXPO Center	9:30 am
August 12, 2015	EXPO Center	9:30 am
September 2, 2015	EXPO Center	9:30 am
September 16, 2015	EXPO Center	9:30 am
October 7, 2015	EXPO Center	9:30 am
October 21, 2015	EXPO Center	9:30 am
November 5, 2015	EXPO Center	9:30 am
<i>Note that the preceding Meeting has been moved to Thursday.</i>		
November 18, 2015	EXPO Center	9:30 am
December 9, 2015	EXPO Center	9:30 am

EXPO Center is located at: 3980 S. Bill Robertson Lane, Los Angeles, CA 90037

The Meetings are held on the second floor, in Comrie Hall.

(Parking located in "Lot 1", at the corner of Martin Luther King Boulevard and Bill Robertson Lane)

Please contact the Commission Office to obtain the location of a meeting in a Region  
Info line: (213) 482-6941      Phone: (213) 202-2640      Fax: (213) 202-2610

\*Schedule subject to change

A G E N D A

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

Thursday, June 18, 2015 at 9:30 a.m.

EXPO Center  
Comrie Hall  
3980 S. Bill Robertson Lane  
Los Angeles, CA 90037

(Parking located in "Lot 1", at the corner of Martin Luther King  
Boulevard and Bill Robertson Lane)

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. APPOINTMENT OF BOARD SECRETARY:

Appointment of Armando Bencomo, Commission Executive Assistant II,  
as Board Secretary

2. APPROVAL OF THE MINUTES:

Approval of the Minutes of the Meeting of May 20, 2015

3. GENERAL MANAGER'S REPORTS:

15-114 Various Communications

15-115 EXPO Center - Donation from the Friends of EXPO Center  
for the Intel Computer Clubhouse Video/Film and Music  
Program

15-116 EXPO Center Donation from Friends of Expo Center for  
Summer Youth Job Corps Program

15-117 Runyon Canyon Park - Early Closure for the 2015  
Independence Day Holiday

15-118 Fiscal Year 2015-16 Personnel Resolution

15-119 Signature Authority as Acting General Manager and Acting  
Chief Accounting Employee

15-120 Reimbursement for Petty Cash, Expenses, and Refund

June 18, 2015

Resolutions for Fiscal Year 2015-2016

- 15-121 Reimbursement of Salaries and Related Expenses from the Municipal Recreation Program Fund and Grant Fund Accounts - Resolution for Fiscal Year 2015-2016
- 15-122 Transfer of Expenditures to Bogdanovich Trust Fund for Fiscal Year 2015-2016
- 15-123 Establishment of the Greek Theatre Special Fund
- 15-124 Golf Youth Instructor - Tregnan Golf Academy (TGA) - Second Amendment to Professional Services Contract No. 3321 with Jeffrey T. Barber, a Sole Proprietor, to Extend the Term and Increase the Contract Amount
- 15-125 Lou Costello Ball Fields Project (PRJ20913) - National Recreation and Park Association/The Coca-Cola Foundation - Authorization to Submit Grant Proposal; Acceptance of Grant Funds; Exemption from the California Environmental Quality Act
- 15-126 Mid-Valley Intergenerational Multipurpose Center (W.O. #E170239F) - Release of Stop Payment Notice on Construction Contract No. 3442
- 15-127 Brand Park - Community Building (PRJ2800N) (W.O. #ED170935F) - Release of Money Withheld Under Contract No. 3212
- 15-128 Sycamore Grove Park - Park Improvements (PRJ20911) Project - Allocation of Quimby Fees and Exemption from the California Quality Act
- 15-129 Palisades Recreation Center - Park Improvements (PRJ20904) Project - Allocation of Quimby Fees and Exemption from the California Quality Act
- 15-130 Old Fire Station 84 Pocket Park - Approval of Formal Naming as Costanso Fire Station 84 Park
- 15-131 50 Parks Initiative - Caballero Creek Project - Acquisition, Development, and Construction of a New Park - Authorization to Accept Transfer of Jurisdiction of 6353 Lindley Avenue; Approval of Conceptual Plan; Amendment to Donation Agreement between the Department of Recreation and Parks and the Mountains Recreation and Conservation Authority for the Acquisition, Development, and Construction of New Parks in Los Angeles; Preliminary Authorization to Acquire Property; Twenty-Five Year Use Agreement with the Los Angeles County Flood Control District
- 15-132 Master Lease Agreement with California Internet - Cellular Telecommunication Equipment on Park Property

June 18, 2015

- 15-133 50 Parks Initiative - Vermont Gage Park - Final Authorization to Acquire Property for Park Purposes; Approval of Conceptual Park Design Plan; Exemption from the California Environmental Quality Act
- 15-134 Gaffey Street Pool (a.k.a., Hey Rookie Pool) - (Pool & New Bathhouse) (PRJ20726) (W.O. #E1907453) Project - Transfer and Allocation of Funds
- 15-135 Ocean View Farms Community Garden - Amendment to Agreement No. 3401 with Ocean View Farms, Inc., to Extend the Term of the Agreement
- 15-136 Los Angeles Center for Enriched Studies - Facility Use Permit for Joint Use of Recreational Facilities from July 2015 through June 2016
- 15-137 Partnership Division - 7-Eleven, Inc., Sponsorship from Franchisees in Support of "7-11 Day" - One Day Free Swim for Youth at Aquatic Facilities
- 15-138 Griffith Park - Greek Theatre - Addendum to Request for Proposals for Griffith Park - Addendum No. 2 to Request for Proposals for Oversight of the Greek Theatre's Open Venue Model (CON-M15-001)
- 15-139 Griffith Park - Greek Theatre - Open Venue Operating Policies & Procedures - Booking Policy, Venue Rental Application, User Agreement and Commercial Promoter Incentive Program
- 15-140 Ascot Hills Park - Approval of Conceptual Park Design for the Habitat Restoration and Greening Project; Memorandum of Agreement with North East Trees; and Exemption from the California Environmental Quality Act
- 15-141 Chatsworth Park South - Rehabilitation Project (PRJ20361) (W.O. #E170331F) Project - Review of Bids and Award of Contract
- 15-142 Amendment to the Agreement with URS Corporation, Contract No. 3417, for As-Needed Environmental Site Assessment Services



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15-143 Pan Pacific Park - Cancellation of the Donation Agreement with the Los Angeles Memorial Holocaust Fund for the Construction and Maintenance of the Holocaust Monument at Pan Pacific Park; Release of Trust Fund

4. COMMISSION TASK FORCES:

Commission Task Force on Concessions (Commissioners Alvarez and Zuniga)

Commission Task Force on Facility Repair and Maintenance (Commissioners Culpepper and Sanford)

5. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities

6. CLOSED SESSION:

The Commission may recess to closed session pursuant to California Government Code Section 54956.9(d)(1) in order to confer with legal counsel concerning a proposed settlement in *Downtown Lofts, L.P. v. City of Los Angeles, Department of Recreation and Parks*, Los Angeles Superior Court Case No. BC508000.

7. 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.

8. FUTURE AGENDA ITEMS:

Requests by Commissioners to Schedule Specific Items on Future Agendas

9. NEXT MEETING:

The next scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, July 8, 2015 at 9:30 a.m., at EXPO Center, Comrie Hall, 3980 S. Bill Robertson Lane, Los Angeles, CA 90037.

10. ADJOURNMENT:

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

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

June 18, 2015

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/Residents/CouncilPhone/index.htm>

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](http://www.laparks.org).

REPORT OF GENERAL MANAGER

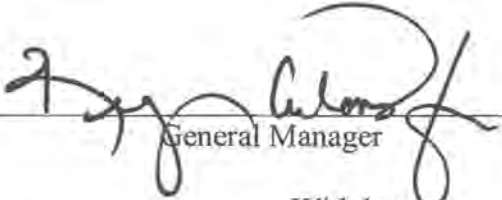
NO. 15-114

DATE June 18, 2015

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:

1) Mayor, relative to a proposed Agreement with Single Room Occupancy Housing Corporation for San Julian Park.

2) Mayor, relative to a proposed Contract with Electro Construction Corp. for As-Needed Electrical Construction, Retrofit, Maintenance, and/or Repair Services.

3) City Clerk, relative to the Department's Greek Theatre Open Venue Operational Plan.

4) City Clerk, relative to the transfer of the property at 6353 Lindley Avenue to Department for the Los Angeles River and Caballero Creek Confluence Park project.

5) City Clerk, relative to splitting the parcel located at 694 South Oxford Avenue to make room for a pocket park.

Recommendation:

Referred to staff for further processing.  
(Report No. 15-060)

Referred to staff for further processing.  
(Report No. 14-050)

Note and File.  
(Report No. 15-082)

Referred to General Manager.  
(Report No. 15-019)

Referred to General Manager.

REPORT OF GENERAL MANAGER

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NO. 15-114

- |  |   |
|--|---|
| 6) City Clerk, relative to a grant from the National Recreation and Park Association's 2015 Out-of-School Time Programs.   | Referred to General Manager.<br>(Report No. 15-062) |
| 7) City Clerk, relative to an Operation Splash Program 2015 grant from Kaiser Permanente.  | Referred to General Manager.<br>(Report No. 14-274) |
| 8) City Clerk, relative to approval for a grant from the LA84 Foundation's 2015 Summer Swim Program.   | Referred to General Manager.<br>(Report No. 15-034) |
| 9) City Clerk, relative to assignment to the Amigos De Los Rios of the right to apply for Proposition A Cities Excess Funds for the Wellness Center Park Project.  | Referred to General Manager.<br>(Report No. 15-045) |
| 10) City Clerk, relative to assignment to the Los Angeles River Revitalization Corporation of the right to apply for Proposition A Cities Excess Funds for the completion of the La Kretz Crossing Bridge Project. | Referred to General Manager.<br>(Report No. 15-046) |
| 11) City Clerk, requesting the City Attorney to draft the necessary Ordinance to prohibit certain behaviors in the City's wildlife areas.  | Note and File.                                      |
| 12) City Clerk, relative to CDBG funds for the Daniel's Field Skate Park Project.  | Note and File.                                      |
| 13) City Clerk, relative to ensuring the continued benefits of the Geographic Information System software and maintenance support services during Fiscal Year 2015-16.   | Referred to General Manager.                        |
| 14) City Clerk, relative to closing Runyon Canyon early during July 4th weekend.   | Referred to General Manager.                        |
| 15) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending April 24, May 1, May 8, and May 15, 2015.  | Note and File.                                      |

REPORT OF GENERAL MANAGER

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NO. 15-114

- 16) Three communications, relative to the Greek Theatre. Note and File.  
(Report No. 15-082)
- 17) Barbara Tulipane, President and CEO, National Recreation and Park Association, relative to "The World's Largest Swimming Lesson". Referred to General Manager.
- 18) Heather Hamza, two communications relative to the Hollywoodland neighborhood near Griffith Park. Note and File.
- 19) Michael Miller, relative to graffiti in Griffith Park. Referred to General Manager.
- 20) Robin Lewin, relative to Mt. Hollywood Drive. Referred to General Manager.
- 21) Tom Cabela, relative to the Glassellland sign. Note and File.  
(Report No. 15-092)
- 22) James Mercado, to the General Manager, relative to the morale of the Department's construction forces. Note and File.
- 23) Marian Dodge, President, Federation of Hillside and Canyon Associations, to the General Manager, relative to the possibility of a zip line in Runyon Canyon, with a response from the General Manager. Note and File.
- 24) Michael H. Miller & Stephanie R. Scher, relative to an alleged violation of proper use of public property in Griffith Park. Referred to General Manager.
- 25) Julian Montoya, President, Burrito King, Inc., to the General Manager, relative to property at 17015 Burbank Boulevard. Note and File.

REPORT OF GENERAL MANAGER

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NO. 15-114

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|--|---|
| 26) Nathan Pratt, Chairman, Venice Skatepark Foundation, Inc., relative to entering into an Agreement for the operation and maintenance of the Venice Skatepark. | Note and File.                                      |
| 27) Joyce Dillard, relative to a proposed contract with Solarworld Americas Inc.   | Referred to General Manager.<br>(Report No. 15-112) |
| 28) Darynne Jessler, to the General Manager, relative to opening Mt. Hollywood Drive to vehicular traffic.   | Note and File.                                      |
| 29) Larry Dudley, three communications relative to water in Dearborn Park.   | Referred to General Manager.                        |
| 30) Eric Rowen, relative to the roller hockey rink at the Lincoln Heights Youth Center.  | Referred to General Manager.                        |
| 31) Anonymous ("Replace Nederlander"), relative to the Greek Theatre Concession.   | Note and File.                                      |

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

REPORT OF GENERAL MANAGER

NO. 15-115


DATE June 18, 2015

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER FOR THE INTEL COMPUTER CLUBHOUSE VIDEO/FILM AND MUSIC PROGRAM

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel   
\*K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
General Manager 

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board accept the following donation from The Friends of Expo Center as noted in the Summary of this Report and that appropriate recognition be given to the donor.

SUMMARY:

The Friends of EXPO Center received a \$31,000.00 grant from The Ahmanson Foundation to be used to purchase equipment and software for the Intel Computer Clubhouse Video/Film and Music Program. The video/film program will introduce 500 youth, ages 11 – 17, to the artistic and technical process of digital filmmaking by offering a thorough overview of the production process from script to screen. The music program will partner with the EXPO Center Youth Orchestra, to explore the areas where technology and music intersect.

The Intel Computer Clubhouse Network is an international community of 100 Computer Clubhouses located in over 20 different countries around the world. The Computer Clubhouse provides a creative and safe out-of-school learning environment where young people from underserved communities work with adult mentors to explore their own ideas, develop skills, and build confidence in themselves through the use of technology. EXPO Center has the largest number of youth participants in the entire Network with over 500 members.

Originally named Exposition Park Intergenerational Community Center, Inc., the Friends of EXPO Center was established as a 501(c)(3) non-profit organization in 1998 to develop the site of the 1932 Los Angeles Swim Stadium and construct a state-of-the-art recreational and community center. Today, a thirty-two (32) member volunteer board comprised of community and business leaders continues to provide strategic support and fiscal assistance to EXPO Center.

REPORT OF GENERAL MANAGER

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FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund, except unknown savings, as the donations may offset some expenditures.

This report was prepared by Belinda Jackson, Executive Director, EXPO Center.



REPORT OF GENERAL MANAGER

NO. 15-116

DATE June 18, 2015

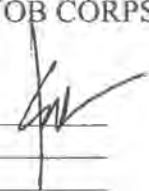
C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPO CENTER – DONATION FROM FRIENDS OF EXPO CENTER FOR SUMMER YOUTH JOB CORPS PROGRAM

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

\*K. Regan \_\_\_\_\_  
M. Shull \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Accept the following donation for the Summer Youth Job Corps program from the Friends of EXPO Center in the amount of Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00), and give appropriate recognition to the donor;
2. Authorize the Chief Accounting Employee to approve, encumber and disburse stipend payments to participants of the program from funds deposited in Fund 302, Department 89, EXPO (EPICC) Donation Account 89837M, sub-account PG and in Fund 301, Department 88, EXPO Aquatics Municipal Recreation Program (MRP) Account 88060M, sub-account MRPXX752;
3. Grant retroactive approval to begin this program and pay the interns for work performed prior to the approval of this Report;
4. Authorize the Department's Chief Accounting Employee to make technical correction as necessary to carry out the intent of this Report.

SUMMARY:

The Friends of EXPO Center was established as a 501 (c) organization in 1998 to develop the site of the 1932 Los Angeles Swim Stadium and construct a state-of-the-art recreational and

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-116

community center. Today, a thirty-two (32) member volunteer boards comprised of community and business leaders continue to provide strategic support and fiscal assistance to EXPO Center. EXPO Center will receive Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00) for the EXPO Center Summer Youth Job Corps program. The funds will be deposited into the EXPO (EPICC) Donation Account 837M/PG. The funds will be used for the sole purpose of paying stipends to the thirty (30) interns who participate in the program. In addition, ten (10) Aquatics Summer Youth Job Corps interns will be paid stipends from program donations already deposited in the EXPO Aquatics MRP Account 752.

The Friends of EXPO Center have supported this program for six (6) years donating a total of Two Hundred Ninety-Seven Thousands Dollars (\$297,000.00) to support EXPO Center's Summer Youth Job Corps program. This year, EXPO Center will be employing fifty (50) interns. The Natural History Museum of Los Angeles County, a program partner, will hire an additional twenty (20) EXPO Center teens to intern at the museum during the summer. In total, seventy (70) teens will have an opportunity to receive a paid internship.

The EXPO Center Summer Youth Job Corps Program is committed to positive youth development by providing healthy alternatives through job and life skills training to teen members at EXPO Center. Program elements include: learning about teamwork, building job skills and a strong work ethic, improving leadership skills, learning tolerance of others, and developing a sense of responsibility. Interns will participate in and conduct activities in a day camp setting, aquatics, work in the Exposition Park Rose Garden, as well as gain administrative experience. All participants will work a maximum of two hundred (200) hours and receive a stipend of Eight Dollars and Twenty-Five Cents (\$8.25) per hour worked.

FISCAL IMPACT STATEMENT:

Acceptance of this donation has no fiscal impact on the Department's General Fund.

This report was prepared by Belinda Jackson, Executive Director, EXPO Center.

REPORT OF GENERAL MANAGER

NO. 15-117

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – EARLY CLOSURE FOR THE 2015 INDEPENDENCE DAY HOLIDAY

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
\*K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board approve a temporary modification of the operating hours of Runyon Canyon Park to close at 5:00 p.m. on July 2, 3, and 4, 2015.

SUMMARY:

Our nation’s independence is celebrated with a number of fireworks displays in the skies over Los Angeles. Runyon Canyon Park is a popular viewing area where many people gather on hill tops to view fireworks displays from afar. However, there is also the potential that people who gather to view legal fireworks displays can bring and discharge illegal fireworks in the park.

Illegal fireworks pose a potential fire risk to the various hillsides and brush areas throughout the City, including Runyon Canyon. Due to the risk that these fireworks pose to the hillsides, it is therefore imperative that measures be taken to ensure that the public is safe from any potential fire danger. Therefore, it is recommended that Runyon Canyon be closed early on July 2, 3, and 4, 2014. Runyon Canyon’s current hours of operation per Los Angeles Municipal Code (LAMC) Section 63.44 B.14.(c), are “closed from one [1] hour after sunset, [and] one [1] hour before sunrise.” Park Rangers and officers from the Los Angeles Police Department’s Security Services Division plan to have units available to perform this early closure and to perform extra patrols until all fire danger from possible fireworks has subsided.

Council District 4, Region Operations staff, and Maintenance staff concur with this recommendation to temporarily modify the hours of operation at Runyon Canyon Park to close at 5:00 p.m. on July 2, 3, and 4, 2015.

REPORT OF GENERAL MANAGER

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NO. 15-117

FISCAL IMPACT STATEMENT:

This temporary change in hours of operation for Runyon Canyon Park may result in some accumulated overtime for Park Rangers, but will have no other fiscal impact on the Department's General Fund.

This report was prepared by Kevin Regan, Assistant General Manager, Operations Branch.

REPORT OF GENERAL MANAGER

NO 15-118

DATE June 18, 2015

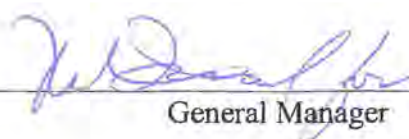
C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FISCAL YEAR 2015-16 PERSONNEL RESOLUTION

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
\*H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Adopt the Fiscal Year 2015-16 Personnel Resolution substantially in the form on file in the Board Office, effective July 1, 2015; and,
2. Authorize substitute positions for Fiscal Year 2015-16 as listed in the Fiscal Year 2015-16 Personnel Resolution.

SUMMARY:

The Board of Recreation and Park Commissioners establishes the Department's employment authority on an annual basis through the Personnel Resolution.

The Fiscal Year (FY) 2015-16 Personnel Resolution authorizes 1,391 regular positions (including 55 positions whose salaries will be reimbursed by the Harbor Department), five (5) Commissioner positions, nine (9) positions subject to renewal on an annual basis, 35 substitute positions, 22 in-lieu positions, 98 positions funded by special funding sources other than the golf operations fund, and 142 positions funded by the golf operations fund. It also authorizes 31 classifications (some of which have multiple pay grades or salary rates) that may be used to employ as-needed employees, and 24 classifications (some of which have multiple pay grades or salary rates) that may be used to bring on hiring hall craft employees.

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-118

The following is a comparison between positions authorized at the beginning of FY 2014-15 and those positions that will be authorized for FY 2015-16 upon approval of this report:

	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>Difference</u>
Regular	1,367	1,391	+24
Commissioner	5	5	no change
One-time	23	9	-14
Substitute	58	35	-23
In-lieu	32	22	-10
Other Special Funded	98	98	no change
Golf Funded	142	142	no change

REGULAR POSITIONS – ADDED

Sixty-two (62) positions were added in regular authority in the Mayor and Council adopted FY 2015-16 budget as follows:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	1223-2	Accounting Clerk II	03
1	3353	Cement Finisher	02
1	1253	Chief Clerk	20
1	2500	Community Program Director	20
1	3364-1	Cook I	15
1	1593-4	Departmental Chief Accountant IV	36
2	1702-1	Emergency Management Coordinator I	20
1	7310-3	Environmental Specialist III	08
1	7304-2	Environmental Supervisor II	17
1	3734-1	Equipment Specialist I	21
1	7213	Geographic Information Systems Specialist	21
1	3112	Maintenance Laborer	04
1	9184-2	Management Analyst II	01
1	1539	Management Assistant	01
1	3585	Motor Sweeper Operator	04
1	3145	Park Maintenance Supervisor	12
8	1966	Park Ranger	18
1	1525-2	Principal Accountant II	20
1	2424	Principal Park Services Attendant	20
1	9134	Principal Project Coordinator	00
1	1431-3	Programmer/Analyst III	08



REPORT OF GENERAL MANAGER

PG. 3

NO. 15-118

REGULAR POSITIONS – ADDED (continued)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
12	2434	Recreation Facility Director	11
1	1368	Senior Clerk Typist	03
1	9171-1	Senior Management Analyst I	20
2	9171-2	Senior Management Analyst II	20
3	3146	Senior Park Maintenance Supervisor	36
1	1967-1	Senior Park Ranger I	12
1	1967-2	Senior Park Ranger II	12
2	9167-1	Senior Personnel Analyst I	00
3	2446-1	Senior Recreation Director I	11
4	2446-2	Senior Recreation Director II	11
1	7957-4	Structural Engineering Associate IV	08
2	2472	Superintendent of Recreation and Parks Operations	36

REGULAR POSITIONS – DELETED

Thirty-eight (38) positions were deleted in regular authority in the Mayor and Council adopted FY 2015-16 budget as follows:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
2	1555-1	Fiscal Systems Specialist I	20
1	1593-2	Departmental Chief Accountant II	36
3	3525	Equipment Operator	04
1	7310-2	Environmental Specialist II	08
1	7304-1	Environmental Supervisor I	17
4	3141	Gardener Caretaker	04
1	3115	Maintenance and Construction Helper	04
1	9184-1	Management Analyst I	01
1	3451	Masonry Worker	02
2	3423	Painter	02
1	1731-2	Personnel Analyst II	20
18	2469	Recreation Coordinator	11
1	1727	Safety Engineer	20
1	2422	Senior Park Services Attendant	20

REPORT OF GENERAL MANAGER

PG. 4

NO. 15-118

REGULAR POSITIONS – REIMBURSED BY HARBOR DEPARTMENT

The detail on the 55 positions that will continue to be reimbursed by the Harbor Department, and which are included in the 1,390 regular authority positions, is as follows:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1513-2	Accountant II	Cabrillo Aquarium
1	2419	Aquatic Director	Pacific Aquatics
4	2400-1	Aquarist I	Cabrillo Aquarium
1	2400-2	Aquarist II	Cabrillo Aquarium
3	2493-1	Aquarium Educator I	Cabrillo Aquarium
2	2493-2	Aquarium Educator II	Cabrillo Aquarium
1	2423-1	Aquatic Facility Manager I	Cabrillo Beach
1	2423-2	Aquatic Facility Manager II	Cabrillo Beach
1	1191-1	Archivist I	Maritime Museum
1	3333-1	Building Repairer I	Cabrillo Aquarium
5	1358	Clerk Typist	Cabrillo Aquarium (2), Maritime Museum, and Pacific Aquatics (2)
8	3141	Gardener Caretaker	Cabrillo Bath House, John Gibson Park, Marina (2), Point Fermin District, Point Fermin Lighthouse, Point Fermin Park, and Wilder Park
1	1670-1	Graphics Designer I	Cabrillo Aquarium
1	2398	Historic Site Curator	Point Fermin Lighthouse
1	3523	Light Equipment Operator	Point Fermin District
1	9184-2	Management Analyst II	Cabrillo Aquarium
1	2404	Marine Aquarium Administrator	Cabrillo Aquarium
3	2425-2	Marine Aquarium Curator II	Cabrillo Aquarium
1	2402	Marine Aquarium Exhibits Director	Cabrillo Aquarium
1	2403	Marine Aquarium Program Director	Cabrillo Aquarium
1	2407	Maritime Museum Curator	Maritime Museum
1	2406	Maritime Museum Director	Maritime Museum
1	3145	Park Maintenance Supervisor	Point Fermin District
3	2412-2	Park Services Attendant II	Maritime Museum (2), and Cabrillo Aquarium
1	1793-1	Photographer I	Cabrillo Aquarium



REPORT OF GENERAL MANAGER

PG. 5

NO. 15-118

REGULAR POSITIONS – REIMBURSED BY HARBOR DEPARTMENT (continued)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1542	Project Assistant	Cabrillo Aquarium
1	1116	Secretary	Cabrillo Aquarium
3	1368	Senior Clerk Typist	Cabrillo Aquarium, Pacific Aquatics, and Maritime Museum
3	3143	Senior Gardener	Cabrillo Museum, Marina, and Point Fermin
1	2446-2	Senior Recreation Director II	Cabrillo Bath House

ONE-TIME POSITIONS

The following nine (9) positions, subject to renewal on an annual basis, were authorized in the Mayor and Council adopted FY 2015-16 budget:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Program/Service</u>
1	1513-2	Accountant II	Sidewalk Repair
1	9182	Chief Management Analyst	Sustainability Plan
1	1358	Clerk Typist	Film Industry
2	9184-2	Management Analyst II	Sidewalk Repair
1	1539	Management Assistant	Sidewalk Repair
1	2412-1	Park Services Attendant I	Film Industry
1	1368	Senior Clerk Typist	Sidewalk Repair
1	9134	Principal Project Coordinator	Hollywood Central Park Project

No funding was provided for the Chief Management Analyst position, which is intended to act as RAP's Chief Sustainability Officer and oversee the implementation of its Sustainability Plan.

A transfer of funds in October 2013 per Council and Mayoral action (Council File No. 13-1248) provides the means by which RAP will pay the salary of the Principal Project Coordinator responsible for exploring the feasibility of the Hollywood Central Park Project.

Only six (6) months of funding was provided for the Park Services Attendant and Clerk Typist positions intended to support filming on RAP property.

REPORT OF GENERAL MANAGER

PG. 6

NO. 15-118

GOLF FUNDED POSITIONS

The following 142 positions will continue to be funded by the golf operations fund:

<u>No.</u>	<u>Code</u>	<u>Classification</u>
1	1513-2	Accountant II
1	1358	Clerk Typist
1	1549-2	Financial Analyst II
40	3141	Gardener Caretaker
1	2458	Golf Manager
1	2457	Golf Operations Supervisor
23	2453	Golf Starter
8	2479-1	Golf Starter Supervisor I
2	2479-2	Golf Starter Supervisor II
7	3913	Irrigation Specialist
5	3523	Light Equipment Operator
2	9184-2	Management Analyst II
9	3145	Park Maintenance Supervisor
1	3147-2	Principal Grounds Maintenance Supervisor II
1	1116	Secretary
35	3143	Senior Gardener
2	3146	Senior Park Maintenance Supervisor
1	2446-1	Senior Recreation Director I
1	1596-2	Systems Analyst II

This report has been reviewed by staff of the City Administrative Officer.

FISCAL IMPACT STATEMENT:

Approval of this Board Report will not have a fiscal impact on RAP's General Fund inasmuch as the staffing authority contained in the FY 2015-16 Personnel Resolution is limited by the amount of money available on the records of the City Controller for the payment of salaries and wages within RAP.

Prepared by Harold T. Fujita, Director, Human Resources Division.

REPORT OF GENERAL MANAGER

NO. 15-119


DATE June 18, 2015

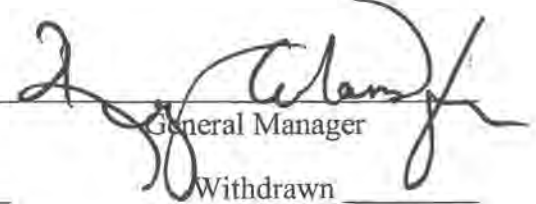
C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SIGNATURE AUTHORITY AS ACTING GENERAL MANAGER AND ACTING CHIEF ACCOUNTING EMPLOYEE

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams 

  
General Manager  
Withdrawn \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

RECOMMENDATION:

That the Board adopt a Resolution authorizing the list of Department staff in this Report as Acting General Manager and Acting Chief Accounting Employee.

SUMMARY:

In the absence of the General Manager, the following individuals listed below are authorized to act as the Acting General Manager:

- |               |   |
|---------------|---|
| Kevin Regan   | Assistant General Manager, Operations                             |
| Vicki Israel  | Assistant General Manager, Partnerships and Revenue               |
| Ramon Barajas | Assistant General Manager, Planning, Construction and Maintenance |
| Noel Williams | Chief Financial Officer   |

Since only one (1) person is authorized as Acting General Manager at any given time, the Assistant General Manager for Operations would act as the Acting General Manager in the absence of the General Manager; and the Assistant General Manager for Partnerships and Revenue would act as the Acting General Manager in the absence of the General Manager and the Assistant General Manager for Operations; the Assistant General Manager for Planning, Construction and Maintenance would act as the Acting General Manager in the absence of the General Manager, the Assistant General Manager for Operations and the Assistant General Manager for Partnerships and Revenue. And the Chief Financial Officer would act as the Acting General Manager in the absence of the General Manager, and all three (3) of the Assistant General Managers.

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-119

In the absence of the General Manager, the following individuals in the order the names appear below, are authorized to act in place of the General Manager for the purpose of signing and approving accounting documents only:

Noel Williams	Chief Accounting Employee
Eleanor Chang	Departmental Chief Accountant III
Emily Lau	Principal Accountant II
Putthachart Yip	Principal Accountant II

In the absence of the Chief Accounting Employee, the following individuals are authorized to act as the Acting Chief Accounting Employee; however, no individual can sign in two (2) capacities on the same document. The following individuals, in the order the names appear below, are authorized to act as the Acting Chief Accounting Employee in the absence of the Chief Accounting Employee:

Eleanor Chang	Departmental Chief Accountant III
Emily Lau	Principal Accountant II
Putthachart Yip	Principal Accountant II
Cynthia Hirata	Senior Accountant II

In the absence of the Chief Accounting Employee and the Acting Chief Accounting Employee, the following individuals in the order the names appear below, are authorized to act in place of the Acting Chief Accounting Employee for the purpose of signing and approving of accounting documents only; however, no individual can sign in two (2) capacities on the same document:

Connie Sarmiento	Senior Accountant II
Blas Rafols	Senior Accountant II

FISCAL IMPACT STATEMENT:

Approval of this report results in no fiscal impact to the Department's General Fund. This report was prepared by Sondra Fu, Senior Management Analyst I, Finance Division.

REPORT OF GENERAL MANAGER

NO. 15-120

DATE June 18, 2015

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: REIMBURSEMENT FOR PETTY CASH, EXPENSES, AND REFUND RESOLUTIONS FOR FISCAL YEAR 2015-2016

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NW

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board adopt the Resolutions enumerated in the Summary of this Report in order to smoothly transition financial operations into the 2015-2016 Fiscal Year.

SUMMARY:

The Board of Recreation and Parks Commissioners shall have the power to control, appropriate and expend all money in the Recreation and Parks Fund (per City of Los Angeles Charter, Sec. 591 (b)). In order to provide authorities for certain types of expenditures from the Recreation and Parks Fund, it is necessary that the following resolutions be adopted for the fiscal year ending June 30, 2016.

BE IT RESOLVED, that authority is hereby granted to reimburse the Petty Cash Fund in the Department of Recreation and Parks for reimbursements made to staff entitled to the same during the fiscal year ending June 30, 2016.

BE IT RESOLVED, that authority is hereby granted to advance to or to reimburse officers and employees of the Department of Recreation and Parks for traveling and personal expenses incurred in connection with their official duties for the fiscal year ending June 30, 2016.

BE IT RESOLVED, that authority is hereby granted to reimburse officers and employees of the Department of Recreation and Parks for carfare, telephone, mileage, parking, and transportation expenses incurred in connection with their official duties for the fiscal year ending June 30, 2016.

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-120

BE IT RESOLVED, that authority is hereby granted to the General Manager of the Department of Recreation and Parks to make refunds on the Recreation and Parks fund to persons entitled to the same during the fiscal year ending June 30, 2016.

BE IT RESOLVED, that the General Manager is hereby authorized to incur and to be reimbursed for such miscellaneous work related expenditures as may be necessary in the course of conducting Department of Recreation and Parks business for taxi fares, parking fees, and other job related expenses in the amount not to exceed \$2,000 for the fiscal year ending June 30, 2016.

BE IT FURTHER RESOLVED, that such expenditures shall be properly vouched on regular City accounting forms by the General Manager and certified by the Chief Accounting Employee.

FISCAL IMPACT STATEMENT:

There is minimal fiscal impact to the Department's General Fund because most of these expenditures come from special funds.

Report prepared by Noel Williams, Chief Financial Officer, Finance Division.



REPORT OF GENERAL MANAGER

NO. 15-121

DATE June 18, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: REIMBURSEMENT OF SALARIES AND RELATED EXPENSES FROM THE MUNICIPAL RECREATION PROGRAM FUND AND GRANT FUND ACCOUNTS – RESOLUTION FOR FISCAL YEAR 2015-2016

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NW

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board adopt a Resolution authorizing the City Controller to reimburse the Department's budgetary accounts for salaries and related expenses by transfer of expenditures from the Department's budgetary accounts to the appropriate Recreation and Parks Grant Fund accounts, Departmental Capital Improvement accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and the Recreation and Parks Municipal Recreation Program (MRP) Fund for Fiscal Year 2015-2016.

SUMMARY:

Fees are collected from participants to pay for programming in sports, classes, childcare, camping, special events, and additional hours of operation on a facility-by-facility basis. The salaries for staff that run these programs are paid initially from the Department's operating budget. Adoption of this resolution will authorize the Chief Accounting Employee to request the Controller to reimburse the Department's budgetary accounts. Reimbursement comes from the MRP accounts into which the fees are deposited.

The Department manages many capital improvement projects and grant programs which provide funds for salaries and related expenses. These funds are used to employ personnel who administer these projects. In addition, many of these capital projects are constructed and/or installed by Department forces. Their salaries and related expenses are paid from the Department's budgetary accounts. It is necessary to transfer these expenditures to the

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-121

appropriate accounts on a periodic basis so that the Department's budgetary accounts are not overspent. The yearly resolution will avoid the necessity of many separate Board actions.

FISCAL IMPACT STATEMENT:

The Department's General Fund would be depleted without reimbursement of expenses from the Recreation and Parks Grant Fund accounts, Departmental Capital Improvement accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and the Recreation and Parks Municipal Recreation Program Fund that should actually be charged for these expenses.

This report was prepared by Noel D. Williams, Chief Financial Officer, Finance Division.



REPORT OF GENERAL MANAGER

NO. 15-122

DATE June 18, 2015

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TRANSFER OF EXPENDITURES TO BOGDANOVICH TRUST FUND FOR FISCAL YEAR 2015-2016

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NYW

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board adopt a Resolution authorizing the City Controller to transfer expenditures for sports and other activities associated with the Martin J. Bogdanovich Recreation Center from Municipal Sports Account, Fund 301, Department 88, to Recreation and Parks, Fund 302, Department 89, Bogdanovich Trust Account 89050K, for Fiscal Year 2015-2016.

SUMMARY:

The Department received a donation of \$135,000.00 from several members of the Bogdanovich family in August 1998. It is the donors' wish that income generated from these funds be used for recreation programming activities with an emphasis on sports. The disbursement of funds for sports activities is generally transacted through Fund 301 – Municipal Sports Account (Department 88, Account 88031M, MRPXX375, Bogdanovich Recreation Center). Expenditures for expenses such as, but not limited to, scoreboards, uniforms, and play equipment are initially posted in Fund 301 and are then transferred to Fund 302, Department 89, Account 89050K for reimbursement, with approval by the Bogdanovich Advisory Committee, which was established by the family to oversee the use of the trust funds.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund as this is a cash flow mechanism used to reimburse the Department's Municipal Sports Account (Fund 301, Department 88) for expenditures related to sports and other eligible activities, as approved by the Bogdanovich Advisory Committee, from the Bogdanovich Trust Account (Fund 302, Department 89, Account 89050K). Expenses not approved by the Bogdanovich Advisory Committee will not be

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-122

reimbursed from the Bogdanovich Trust Account and will be covered from fees collected under the Bogdanovich Recreation Center Account in the Municipal Sports Account.

This report was prepared by Noel Williams, Chief Financial Officer, Finance Division.

REPORT OF GENERAL MANAGER

NO. 15-123

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ESTABLISHMENT OF THE GREEK THEATRE SPECIAL FUND

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NOW

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Adopt a Resolution, substantially on file in the Board Office, to establish an interest bearing Special Fund for the Greek Theatre to be effective July 1, 2015;
2. Authorize the Department's Chief Accounting Employee to establish new Greek Theatre appropriation accounts on an as-needed basis for operation of the Greek Theatre;
3. Authorize the Department's Chief Accounting Employee to transfer Two Million Dollars (\$2,000,000.00) from the Department's Unreserved and Undesignated Fund Balance (UUFB), Fund 302, Department 88, upon establishment, to the new Greek Theatre Special Fund; and
4. Authorize the Department's Chief Accounting Employee to make any necessary technical corrections.

SUMMARY:

The Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park and was officially dedicated in 1929. Since that time, it has provided entertainment and cultural events to the general public and residents of Los Angeles. The current operator's exclusive contract naturally expires on October 31, 2015. On April 15, 2015, the Board of Recreation and Park Commissioners approved staff recommendations to operate the Greek Theatre utilizing the "Open Venue" model. This model will allow for-profit and not-for-profit organizations to "rent" the Greek Theatre to present and promote events on a non-exclusive basis during the 2016 and 2017 seasons.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-123

Staff is proposing to establish a new special fund for the Greek Theatre in order to capture all financial transactions in one separate fund. Previously, Greek Theatre revenues and costs were recorded in the Concession Improvement Account and some RAP General Fund Accounts. The establishment of this special fund will allow the Department to more clearly monitor the financial performance of the Greek Theatre by concentrating all activities in one, separate fund. As requested in Recommendation No. 2, examples of accounts to be created include: revenue, maintenance expenses, capital improvement and other accounts determined to be necessary to conduct business in accordance with Generally Accepted Accounting Principles (GAAP).

Staff is also recommending that \$2,000,000 from the UUFB be transferred into the newly established fund to cover start-up costs that may be incurred prior to beginning of the new season. These funds will be used primarily for capital improvement and repair of the Greek Theatre. These funds will be returned to RAP budgetary accounts through transfers to the RAP General Fund as profits are recognized from operation of the Greek Theatre.

Funds from the UUFB are budgeted funds appropriated to the Department of Recreation and Parks (RAP) which are uncommitted or unencumbered at the end of the fiscal year (FY) and revert to an uncommitted status. These funds are used to meet unforeseen RAP funding needs.

### FISCAL IMPACT STATEMENT:

The establishment of the new special fund will have no effect on the RAP General Fund. It will increase the Department's oversight ability to more clearly track and monitor the financial performance of the Greek Theatre's operations. Funds are available in the UUFB to cover start up operations for the Greek Theatre.

This report was prepared by Noel Williams, Chief Financial Officer, Finance Division.

REPORT OF GENERAL MANAGER

NO. 15-124

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR – TREGNAN GOLF ACADEMY (TGA) – SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT NO. 3321 WITH JEFFREY T. BARBER, A SOLE PROPRIETOR, TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NYC

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a Second Amendment to Personal Services Contract No. 3321, substantially in the form on file in the Board Office, and subject to the approval of the Mayor and City Attorney as to form, between the City of Los Angeles Department of Recreation and Parks and Jeffrey T. Barber, a sole proprietor, to continue serving as youth golf instructor at Tregnan Golf Academy (TGA). The Second Amendment will extend the term of the contract one (1) additional year, that is for a seventh year. The Second amendment does not change the rate of compensation.
2. Find, in accordance with Charter Section 1022, that the City does not have personnel available in its employ with sufficient expertise to provide these professional services and that it is more economical and feasible to secure the services of an independent contractor;
3. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that for the temporary continuation of professional services for the TGA, competitive bidding is not practicable or advantageous and that further studies for the determination of the best business model for golf operations will be completed within the next year, and may require inclusion of these services in a concession RFP;
4. Find, in accordance with Administrative Code Section 10.5(b)(2), this contract amendment does not require approval by the Council, as annual payments to or by the City do not exceed the current annual Consumer Price Index (CPI) adjusted Contract



REPORT OF GENERAL MANAGER

PAGE 2

NO. 15-124

Exemption Limit of One Hundred Forty-One thousand, Nine Hundred Forty-Nine Dollars (\$141,949.00);

5. Direct the Board Secretary to transmit forthwith the proposed Amendment to the Mayor in accordance with Executive Directive No. 3 and, concurrently, to the City Attorney for review and approval as to form; and,
6. Authorize the Board President and Secretary to execute forthwith the Amendment, upon receipt of the necessary approvals.

SUMMARY:

In July 2000, the Golf Division began the operation of the Tregnan Golf Academy (TGA) in Griffith Park. Since the opening of the facility, over fourteen thousand (14,000) youths have participated in the golf youth and family program. Participants acquire the skills, knowledge and ability to compete in various golf tournaments and learn to play the game at an advanced level.

This most recent golf youth instructor contract (Professional Services Contract No. 3321) was awarded on May 17, 2010 (Board Report No. 10-127), after the Request for Proposal (RFP) process was completed [approved for release on July 8, 2009 (Board Report No. 09-195)], to Jeffrey T. Barber.

On July 14, 2010, the contract with Jeffrey T. Barber was executed for a term of one (1) year, with two (2) one-year options to renew, which were exercised by the General Manager, in an amount not to exceed Sixty-Two Thousand Four Hundred Dollars (\$62,400.00) per year. The contract was amended to add two (2) one-year options to renew, and is set to expire June 30, 2015. Jeffrey Barber proposed an hourly amount of Thirty Dollars (\$30.00) for year three of the contract, he agreed to the same hourly amount for years four and five, and is now in agreement that the hourly and not-to-exceed yearly compensation of Thirty Dollars (\$30.00) and Sixty-Two Thousand Four Hundred Dollars (\$62,400.00), respectively, remain the same for the proposed sixth and possibly seventh year of the contract.

Staff recommends increasing the contract ceiling for Professional Services Contact No. 3321 from Three Hundred Twelve Thousand Dollars (\$312,000.00) to Four Hundred Thirty-Six Thousand and Eight Hundred Dollars (\$436,800.00) and extending the term from sixty (60) months to a potential maximum of eighty-four (84) months through June 30, 2017. Months sixty-one (61) through seventy-two (72) are approved by execution of the Second Amendment and months seventy-three (73) through eighty-four (84) are an option to renew in a yearly increment at the sole discretion of the General Manager.

## REPORT OF GENERAL MANAGER

PAGE 3

NO. 15-124

The 2013 extension, to June 30, 2015, for Contract No. 3321, was in anticipation of the final Golf Business Analysis and Services study with a report to advise requirements for a new Request for Proposal (RFP) for the Golf Youth Instructor Services. The Golf Business Analysis and Services Development contract was executed in March 2014 and a report for the Golf Youth Instructor Services has not yet been completed. The Golf Youth RFP is proposed to be finalized with a best business model for the TGA Instructor within the next six (6) months. This contract extension will allow the Department to continue to meet the on-going needs of TGA while the Golf Business Analysis and Services report for the Golf Youth Instructor services is finalized.

In accordance with Section 10.5(b)(2) of the Los Angeles Administrative Code (LAAC), Council approval is not required as annual payments will not exceed One Hundred Thousand Dollars (\$100,000.00) plus increases to the consumer price index, currently set at a maximum of One Hundred Forty-One Thousand Nine Hundred Forty Nine Dollars (\$141,949.00).

### Charter Section 1022 Determination

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

On April 18, 2008, as part of the initial award process, the Personnel Department completed a Charter Section 1022 review (Attachment A) and determined that City employees do not have the expertise to perform the work. It is therefore more feasible to contract out the service.

### FISCAL IMPACT:

Funding for this contract amendment will be provided from Fund 52H, Department 89, Golf Account 3150 and there will be no impact upon the Department's General Fund.

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

REPORT OF GENERAL MANAGER

NO. 15-125

DATE June 18 2015

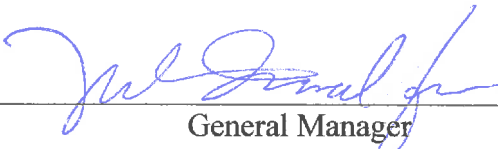
C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOU COSTELLO BALL FIELDS (PRJ20913) PROJECT – NATIONAL RECREATION AND PARK ASSOCIATION/THE COCA-COLA FOUNDATION – AUTHORIZATION TO SUBMIT GRANT PROPOSAL; ACCEPTANCE OF GRANT FUNDS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams Now

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Retroactively approve the submission of The Coca-Cola Foundation Refreshing Community Spaces Program grant proposal to the National Recreation and Park Association (NRPA) for the Lou Costello Ball Fields (PRJ20913) project in the approximate amount of \$148,000.00, subject to the approval of the Mayor and the City Council;
2. Authorize the Department of Recreation and Parks' (RAP) General Manager to accept and receive the NRPA/The Coca-Cola Foundation Refreshing Community Spaces Program grant for the Lou Costello Ball Fields (PRJ20913) project in the approximate amount of \$148,000.00, subject to the approval of the Mayor and City Council;
3. Designate RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Lou Costello Ball Fields (PRJ20913) project;
4. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the NRPA/The Coca-Cola Foundation grant in the approximate amount of \$148,000.00 for the Lou Costello Ball Fields (PRJ20913) project;



## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-125

5. Direct staff to transmit a copy of the grant award to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA) and to the City Clerk for committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
6. Approve the scope of the Lou Costello Ball Fields (PRJ20913) project, as described in the Summary of this Report;
7. Find that the actions taken by the Board herein are exempt from the California Environmental Quality Act (CEQA); and,
8. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY:

On March 31, 2015, the National Recreation and Parks Association (NRPA), a Virginia-based not-for-profit 501(c)(3) organization, announced a funding opportunity through the Refreshing Community Spaces Program of The Coca-Cola Foundation, the philanthropic branch of The Coca-Cola Company that supports projects and programs that are most important to local communities around the world and promote healthy living through physical activity and nutrition. In collaboration with the NRPA, The Coca-Cola Foundation was seeking to fund an active recreation space capital project that encourages social interaction; is located within one of the East Los Angeles area ZIP Codes of: 90022, 90023, 90031, 90032, 90033, or 90063; is able to be completed by October 2015; and is within a \$125,000-\$150,000 funding range.

Based on the grant criteria, particularly with regards to the short completion date of October 2015, RAP's Planning, Construction and Maintenance Branch staff determined that non-complex baseball field improvements could be accomplished within the requisite timeframe, potential funding range, and eligible project area. Thus, staff proposed ball field improvement projects located at the following sites: 1) Ramon Garcia Recreation Center, Msgr., located within the 90023 ZIP Code; 2) Lou Costello Recreation Center, located within the 90023 ZIP Code; 3) Lincoln Park Recreation Center, located within the 90031 ZIP Code; and 4) Rose Hills Recreation Center, located within the 90032 ZIP Code, for funding consideration.

On June 8, 2015, NRPA notified RAP that The Coca-Cola Foundation had selected the Lou Costello Ball Fields project to receive the Refreshing Community Spaces Program grant in the amount of \$148,000.00. Located at the Lou Costello Recreation Center, 3141 E. Olympic

## REPORT OF GENERAL MANAGER

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NO. 15-125

Boulevard, Los Angeles 90023, the Lou Costello Ball Fields (PRJ20913) project will consist of the renovation of baseball diamonds #1 and #2, new shade structures, new bleachers with new concrete pad, new bollards to protect the new bleachers, picnic shelter with new concrete pad, new dugout benches, and new park benches. The proposed project improvements are estimated to cost \$153,000.00, of which \$5,000.00 from Fund 302/Department 88/Account 3040 will supplement the awarded grant funds. The work will be performed by in-house maintenance staff in conjunction with a City approved/contracted vendor and is anticipated to be completed by October 2015.

Staff has determined that the subject project will consist of modifications to existing park facilities involving negligible or no expansion of use and installation of accessory structures. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) and Class 11(3) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT:

It is anticipated that the proposed project will impact RAP's General Fund with the use of Fund 302/Department 88/Account 3040 funds in the amount of \$5,000.00 to supplement project costs. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance services.

This Report was prepared by Isophine Atkinson, Senior Management Analyst, Grants Administration.

REPORT OF GENERAL MANAGER

NO. 15-126

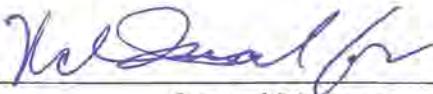
DATE June 18, 2015

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MID-VALLEY INTERGENERATIONAL MULTIPURPOSE CENTER  
(W.O. #E170239F) – RELEASE OF STOP PAYMENT NOTICE ON  
CONSTRUCTION CONTRACT NO. 3442

<i>for</i>	R. Adams _____	V. Israel _____
	*R. Barajas <u>CD</u>	K. Regan _____
	H. Fujita _____	N. Williams _____

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board accept the following request for the Release of Stop Payment Notice.

SUMMARY:

RELEASE OF STOP PAYMENT NOTICE:

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

<u>Contract 3442</u>	CD 6	General
Mid-Valley Multipurpose Intergenerational		Contractor: Mallcraft, Inc.
Center (W.O. #E170239F) Project		Claimant: I & E Cabinets, Inc.
Project Status: Complete		Amount: \$4,293.00
Project Impact: none		

FISCAL IMPACT STATEMENT:

The release of funds does not impact the contract amount, and therefore, approval of the release of funds will have no fiscal impact to the Department's General Fund.

This report was prepared by Iris Davis, Secretary.

REPORT OF GENERAL MANAGER

NO. 15-127

DATE June 18, 2015

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BRAND PARK – COMMUNITY BUILDING (PRJ2800N) (W.O. #E170935F) –  
RELEASE OF MONEY WITHHELD UNDER CONTRACT NO. 3212

R. Adams	_____	V. Israel	_____
<i>for</i> R. Barajas	<u>CS</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the forfeiture of \$300,309.50 on the Brand Park – Community Building (PRJ2800N) (W.O. #E170935F) project, Contract No. 3212 for wage restitution and state penalties;
2. Authorize the Chief Accounting Employee to transfer funds in the amount \$1,500.00 to Revenue Source 4331 - Penalties and Forfeitures for Fund 100 Department 76 of the City's General Fund; and
3. Direct the Chief Accounting Employee to prepare a draft in the amount of \$298,809.50 payable to the State of California, Department of Industrial Relations, Public Works Unit with reference to Tek-Up Construction, Inc., and forward the draft to the Bureau of Contract Administration, Office of Contract Compliance for processing to the California Labor Commission.

SUMMARY:

The Board of Recreation and Park Commissioners entered into construction Contract No. 3212 with Tek-Up Construction, Inc., on June 20, 2007 to perform work on the Brand Park – Community Building (PRJ2800N) (W.O. #E170935F) project. The project was accepted by the Board on October 6, 2010. However, when the project was reviewed by the City of Los Angeles' Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC), several labor violations were assessed against the prime contractor, Tek-Up

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-127

Construction, Inc. (Tek-Up). Tek-Up challenged the City's assessment, first through the State of California's hearing process, then through the Superior Court. The City prevailed in each case.

The labor violations for which Tek-Up was assessed involved non-payment of prevailing wages, misclassification of crafts, and underreporting of manpower counts and hours worked.

Based on the judgment of the Court in Tek-Up vs. Department of Industrial Relations (DIR) (Case No. BC431345), the City is collecting from Tek-Up the total amount of \$300,309.50. The amount is broken down as follows:

Wage Restitutions	\$298,809.50
<u>Penalties</u>	<u>\$1,500.00</u>
TOTAL:	\$300,309.50

FISCAL IMPACT STATEMENT:

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

This Report was prepared by LaTonya D. Dean, Commission Executive Assistant II, Department of Recreation and Parks and reviewed by Hannah Choi, Program Manager, Department of Public Works, Office of Contract Compliance, and Neil Drucker, Public Works, Bureau of Engineering.



REPORT OF GENERAL MANAGER


NO. 15-128

DATE June 18, 2015

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SYCAMORE GROVE PARK – PARK IMPROVEMENTS (PRJ20911)  
PROJECT - ALLOCATION OF QUIMBY FEES AND EXEMPTION FROM  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

	R. Adams _____	V. Israel _____
	*R. Barajas <u>CSD</u> _____	K. Regan _____
	H. Fujita _____	N. Williams _____

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the scope of the Sycamore Grove Park– Park Improvements (PRJ20911) project, as described in the Summary of this Report;
2. Authorize the Department’s Chief Accounting Employee to transfer Quimby Funds in the amount of \$123,902.00 from Quimby Fees Account No. 89460K-00 to Sycamore Grove Park Account No. 89460K-S8;
3. Approve the allocation of \$123,902.00 in Quimby Fees from Sycamore Grove Park Account No. 89460K-S8 for the Sycamore Grove Park – Park Improvements (PRJ20911) project, as described in the Summary of this report; and,
4. Find that the actions taken by the Board herein are exempt from the California Environmental Quality Act (CEQA).
5. Authorize the Department’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## REPORT OF GENERAL MANAGER

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### SUMMARY:

Sycamore Grove Park is located at 4702 North Figueroa Street in the Mount Washington community of the City. This 13.62 acre property includes picnic areas, tennis courts, a play area, outdoor fitness equipment, and a band shell. Approximately 6,454 City residents live within a one half (1/2) mile walking distance of Sycamore Grove Park. Due to the facilities, features, programs and services it provides, Sycamore Grove Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Department of Recreation and Parks' staff has determined that renovation of the existing parking lot and adjacent walkways and landscaped open space areas are necessary and will be of benefit to the surrounding community.

Upon approval of this report, \$123,902.00 in Quimby Fees can be transferred from the Quimby Fees Account No. 89460K-00 to the Sycamore Grove Park Account No. 89460K-S8 and allocated to the Sycamore Grove – Park Improvements (PRJ20911) project.

The total Quimby Fees allocation for the Sycamore Grove Park – Park Improvements (PRJ20911) project is \$123,902.00. These Fees were collected within two (2) miles of Sycamore Grove Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities. It is anticipated that the funds being allocated to this project are sufficient to meet the recommended project scope.

Staff has determined that the subject project will consist of modifications to existing park facilities 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(1,3) and Class 11(3) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT:

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the Department's General Fund. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.



REPORT OF GENERAL MANAGER

NO. 15-129

DATE June 18, 2015

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PALISADES RECREATION CENTER – PARK IMPROVEMENTS (PRJ20904)  
PROJECT - ALLOCATION OF QUIMBY FEES AND EXEMPTION FROM  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

R. Adams

V. Israel



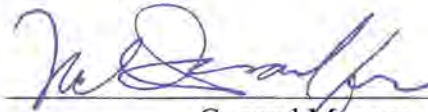
\*R. Barajas



K. Regan

H. Fujita

N. Williams



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the scope of the Palisades Recreation Center – Park Improvements (PRJ20904) project, as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Quimby Funds in the amount of \$160,166.00 from Quimby Fees Account No. 89460K-00 to Palisades Recreation Center Account 89460K-PL;
3. Approve the allocation of \$160,166.00 in Quimby Fees from Palisades Recreation Center Account 89460K-PL for the Palisades Recreation Center – Park Improvements (PRJ20904) project, as described in the Summary of this Report; and,
4. Authorize the Department’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-129

### SUMMARY:

Palisades Recreation Center is located at 851 Alma Real Drive in the Pacific Palisades area of the City. This 17.14 acre facility provides two recreation center, tennis courts, basketball courts, a children's play area, and multipurpose fields for the use of the surrounding community. Approximately 2,595 City residents live within a one-half (1/2) mile walking distance of Palisades Recreation Center. Due to the facilities, features, programs and services it provides, Palisades Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Department of Recreation and Parks' staff has determined that renovation of the tennis courts, park lighting and parkways, the Frontera Avenue driveway and parking area, the installation of new benches and trash cans, and the renovation of an office space area within the recreation center, are necessary and will be of benefit to the surrounding community.

Upon approval of this Report, \$160,166.00 in Quimby Fees can be transferred from the Quimby Fees Account No. 89460K-00 to the Palisades Recreation Center Account 89460K-PL and allocated to the Palisades Recreation Center – Park Improvements (PRJ20904) project.

The total Quimby Fees allocation for the Palisades Recreation Center – Park Improvements (PRJ20904) project is \$160,166.00. These Fees were collected within two (2) miles of Palisades Recreation Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities. It is anticipated that the funds being allocated to this project are sufficient to meet the recommended project scope.

Staff has determined that the subject project will consist of modifications to existing park facilities 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(1,3) and Class 11(3) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT:

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the Department's General Fund. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.

REPORT OF GENERAL MANAGER

NO. 15-130

DATE June 18, 2015

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OLD FIRE STATION 84 POCKET PARK – APPROVAL OF FORMAL NAMING AS COSTANSO FIRE STATION 84 PARK

*for*

R. Adams

CRD

V. Israel

\_\_\_\_\_

\*R. Barajas

K. Regan

\_\_\_\_\_

H. Fujita

N. Williams

\_\_\_\_\_

General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Grant approval to formally name Old Fire Station 84 Pocket Park as “Costanso Fire Station 84 Park”; and,
2. Authorize the installation of appropriate park signage.

SUMMARY:

Old Fire Station 84 Pocket Park is one of the 50 Parks Initiative new parks. This pocket park is approximately 0.34 acres in size and is located at 5340 Canoga Avenue in the Canoga Park Neighborhood at the intersection of Canoga Avenue and Costanso Street. The Board accepted the transfer of this property via Report No. 14-067, on March 19, 2014 and at the same time approved recommendation number three which states, “Declare that upon approval of said transfer by City Council and completion of the jurisdictional transfer, the site be set apart and dedicated as park property in perpetuity, to be known until formally named, as the "Old Fire Station 84 Pocket Park"

The Department of Recreation and Parks (RAP) worked closely with the Council Office on the design of this pocket park. After an extensive community outreach program, including a design charrette, it was determined that components of the park would include a fire station themed play area including a gaming/Wi-Fi zone, picnic tables, turf areas, drought tolerant landscaping, trees, and shade structures. Though the park had been named administratively Old Fire Station 84 Pocket Park



## REPORT OF GENERAL MANAGER

PG. 2                      NO. 15-130

in keeping with Department policy, the community expressed interest in participating in a park-naming process. Therefore, as part of the Park development process, the Council Office hosted an online survey regarding the naming of the new park and, in response to community input, have requested that this new pocket park be formally named 'Costanso Fire Station 84 Park.' Please see the attached letter of request from the Councilmember attached hereto as Exhibit A.

Per the Councilmember, "The 'Costanso Fire Station 84 Park' honors both the geography and history of the park. It embodies the goals of the majority of respondents to my survey – to honor the previous use as a fire station and to maintain a sense of place."

Staff has evaluated the proposed naming and finds it to be in compliance with the Board adopted Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities as the name Costanso Fire Station 84 Park is neutral in connotation and is representative of both the surrounding neighborhood and the history of the park site.

RAP's management and staff are in support with the recommendations. This proposal was reviewed by the Facility Repair and Maintenance Task Force at the May 6, 2015 meeting at which time it was recommended that the proposal be forwarded to the full Commission for consideration.

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

### FISCAL IMPACT STATEMENT:

There shall be no fiscal impact to the Department for the naming of this park as the park signage will be paid for through previously approved construction funds.

This report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.



# EXHIBIT A

## BOB BLUMENFIELD

Councilmember, Third District

September 23, 2014

Los Angeles City Recreation and Parks Department  
Office of Board of Commissioners  
221 N Figueroa Street, Suite 1510  
Los Angeles, CA 90012

Dear Commissioners:

Last year, I conducted an extensive outreach effort to determine the future of the former Fire Station 84 site at the corner of Canoga Avenue and Costanso Street. Hundreds of people gave feedback, both from mailed and online surveys as well as in person. Dozens of community volunteers joined me and my staff for a series of neighborhood canvasses that involved door knocking and tabling at a local grocery store. There was overwhelming support to convert the property into a parklet.

Following this important community decision, I hosted a design charrette to allow the community to work collaboratively with the City to mold and shape the plans for the future park and to hear and address issues and concerns. Now, with construction well underway, it was fitting to continue to hear from the community with suggestions for naming the new park.

My online survey asking for park name suggestions generated more than 50 responses. I am putting forward the name "Costanso Fire Station 84 Park" based on a suggestion from a local resident. The "Costanso Fire Station 84 Park" honors both the geography and history of the park. It embodies the goals of the majority of respondents to my survey—to honor the previous use as a fire station and to maintain a sense of place.



## BOB BLUMENFIELD

Councilmember, Third District

Thank you for your time and consideration of naming the site at the corner of Canoga Avenue and Costanso Street to "Costanso Fire Station 84 Park". If you have any questions, please contact me or my Chief of Staff, Lisa Hansen, at (213) 473-7003. I look forward to your support during this exciting process.

Sincerely,

BOB BLUMENFIELD  
Councilmember  
City of Los Angeles

Cc: Michael Shull, General Manager, Department of Recreation and Parks  
Melinda Gejer, City Planning Associate, Department of Recreation and Parks  
Cathie Santo Domingo, Civil Engineer, Department of Recreation and Parks  
Craig Raines, Landscape Architect Associate III, Department of Recreation and Parks  
Ramon Barajas, Superintendent, Department of Recreation and Parks  
Sonia Robinson, Executive Assistant, Department of Recreation and Parks  
Judith Kieffer, LA Parks Foundation



REPORT OF GENERAL MANAGER

NO. 15-131

DATE June 18, 2015

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 50 PARKS INITIATIVE – CABALLERO CREEK PROJECT – ACQUISITION, DEVELOPMENT, AND CONSTRUCTION OF A NEW PARK – AUTHORIZATION TO ACCEPT TRANSFER OF JURISDICTION OF 6353 LINDLEY AVENUE; APPROVAL OF CONCEPTUAL PLAN; AMENDMENT TO DONATION AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY FOR THE ACQUISITION, DEVELOPMENT, AND CONSTRUCTION OF NEW PARKS IN LOS ANGELES; PRELIMINARY AUTHORIZATION TO ACQUIRE PROPERTY; TWENTY-FIVE YEAR USE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

R. Adams

V. Israel

*[Signature]*

\*R. Barajas

*[Signature]*

K. Regan

H. Fujita

N. Williams

*[Signature]*  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual plan for the Caballero Creek Project, as described in the Summary of this Report and shown on Attachment A;
2. Take the following actions regarding the acquisition of the City owned surplus property at 6353 Lindley Avenue:
  - A. Preliminarily approve the transfer of jurisdiction to the Department of Recreation and Parks (RAP) through Council Files (CF) No. 14-1664-S1 of 1.57 acres of City-owned surplus property, located at 6353 Lindley Avenue (Los Angeles County Assessor's Property Number (APN) 2124-018-905), for the purpose of creating a new neighborhood park;



REPORT OF GENERAL MANAGER

PG. 2

NO. 15-131

- B. Authorize staff to work with the Department of General Services (GSD) to complete a transfer of jurisdiction of the City surplus property located at 6353 Lindley Avenue; and,
  - C. Direct staff to return to the Board for final authorization to accept the transfer of jurisdiction of said property upon the completion of due diligence requirements.
2. Take the following actions regarding the Donation Agreement (Agreement) between the RAP and the Mountains Recreation and Conservation Authority (MRCA) for the acquisition, development, and construction of new parks in Los Angeles:
- A. Approve a proposed Amendment, substantially in the form on file in the Board Office, to the Donation Agreement between RAP and MRCA for the acquisition, development, and construction of new parks in Los Angeles, subject to the approval of the Mayor and the City Attorney as to form;
  - B. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
  - C. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.
3. Take the following actions regarding the proposed Use Agreement (Use Agreement) between RAP and the Los Angeles County Flood Control District (LACFCD) for use of LAFCD property for public recreational purposes:
- A. Approve the proposed Use Agreement, substantially in the form on file in the Board Office, between RAP and LACFCD for use of LACFCD property for public recreational purposes, subject to the approval of the Mayor and the City Council, and the City Attorney as to form;
  - B. Authorize staff to coordinate with LACFCD, and other City Departments as necessary, to expedite the Use Agreement for said property, complete due diligence requirements, and obtain any necessary environmental clearances;
  - C. Direct the Board Secretary to transmit the proposed Use 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,

REPORT OF GENERAL MANAGER

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- D. Authorize the Board President and Secretary to execute the Use Agreement upon receipt of the necessary approvals.

SUMMARY:

On July 19, 2012, the Board approved an Agreement between the RAP and MRCA, a local public entity established pursuant to Government Code Section 6500 *et. seq.*, for the acquisition, development, and construction of new parks in Los Angeles (Report No. 12-223). Said Agreement was executed on March 20, 2013 (Agreement No. C-121940 of City Contracts).

RAP and MRCA have identified an additional prospective park project, the Caballero Creek Project (Project), which staff recommends be added to the Agreement.

Caballero Creek Project

The Project proposes to develop an approximately 1.90 acre public park at 6353 Lindley Avenue in the Reseda community of the City. The Project site, which is generally located adjacent to the confluence of Caballero Creek and the Los Angeles River, was identified as an opportunity site to be developed as a part of both the City's Los Angeles River Revitalization Master Plan and RAP's 50 Parks Initiative. An estimated 3,022 residents live within a one-half mile walking distance of the proposed new park. Of those 3,022 residents, an estimated 676 residents currently do not have access to any improved green spaces or neighborhood parks within a one-half mile walking distance of their homes.

The Project site is publicly owned property and is currently vacant and unused. The City owns approximately 1.57 acres of the site and the Los Angeles County Flood Control District (LACFCD) owns fee and easement interests over the remainder of the site. The City-owned portion of the site is currently under the jurisdiction of GSD.

The Project would develop the site with improvements that will include a walking path, fitness equipment, benches and seating, native planting and new trees, stormwater management elements, an outdoor classroom, decorative gates, and educational and interpretive signs. The proposed new park would also include various environmental water-quality features and stormwater management elements that are designed to capture and treat stormwater runoff from the park and the surrounding streets.

The conceptual plan for the Project is attached as Attachment A. The conceptual plan was developed by MRCA, which has been working in collaboration with many partners, including community partners and stakeholders, governmental agencies, and local residents.

## REPORT OF GENERAL MANAGER

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The Project would be designed and developed by MRCA. MRCA has secured a total of \$1,396,500 in funding (\$1,146,500 from the Proposition 84 Urban Greening Grant Program and \$250,000.00 from the Santa Monica Mountains Conservancy) for the Project. MRCA staff anticipates that this funding is sufficient to meet the current scope of the Project.

### Donation Agreement - Amendment

The proposed Amendment to the Agreement between RAP and MRCA would revise Exhibit A of the Agreement in order to add the Project to the list of prospective park projects to be implemented by MRCA. All the other terms of the Agreement would remain the same.

As detailed in the Agreement, MRCA is required to prepare, in coordination with RAP, grant applications and conceptual plans for the prospective park projects identified in Exhibit A of the Agreement. If any of those grant applications are successful, MRCA is responsible to coordinate the acquisition (if necessary), development, and construction of each park project. MRCA is required to develop a conceptual plan for each park project successfully awarded grant funding and present those plans to RAP for review and approval. Once RAP approves a project's conceptual plan, MRCA will prepare a detailed set of final plans and specifications for that project. MRCA is also responsible for securing any and all permits and approvals necessary to construct each park project. Upon completion of construction of each prospective park by MRCA, RAP staff will submit the completed project to the Board for final approval and acceptance. If accepted by the Board, RAP will be responsible for long-term maintenance and operation of each park developed and constructed under the terms of the Agreement.

### LACFCD Use Agreement

A portion of the proposed Project will be developed on property under the control of LACFCD. This LACFCD property includes portions of the Los Angeles River generally located at the confluence of Caballero Creek and Los Angeles River between Wynne Avenue and Lindley Avenue.

In order to utilize the LACFCD portion for the Project, RAP would need to enter into a Use Agreement with LACFCD. The Use Agreement would allow RAP to operate and maintain a public park on LACFCD property and requires RAP to maintain the property in a safe, clean, and orderly condition. The Use Agreement carries a term of twenty-five (25) years. There is no consideration required under the proposed Use Agreement.

Exhibit A of the Use Agreement identifies the LACFCD property that will be developed or improved by the Project. Exhibit B (Scope of Work: Landscape Maintenance) of the Use Agreement identifies LACFCD's maintenance guidelines and standards for the LACFCD property.

REPORT OF GENERAL MANAGER

PG. 5

NO. 15-131

California Environmental Quality Act

Staff has determined that the subject project will consist of the development of a new park. The proposed park will include a walking path, fitness equipment, benches and seating, native planting and new trees, stormwater management elements, an outdoor classroom, decorative gates, and educational and interpretive signs. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6), Class 4(1,3), Class 11(3) of the City CEQA Guidelines and Section 15325 of the State CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The approval and execution of the proposed Amendment will not have any impact on the General Fund.

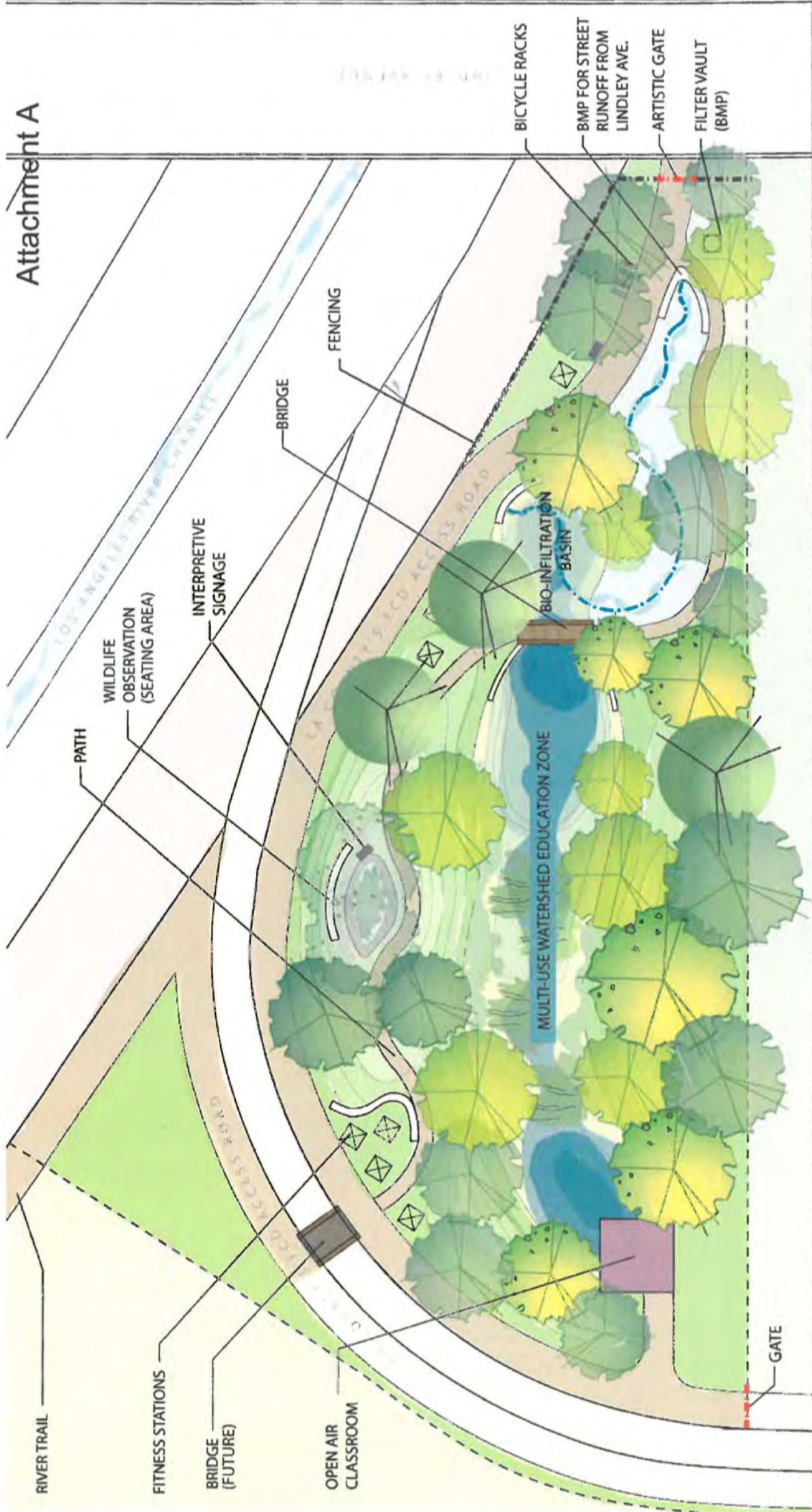
The development of the Project is anticipated to be funded by grant funds or funding sources other than the Department's General Fund.

The annual maintenance cost of the park is estimated at \$20,000. Maintenance funds for the new park will be requested as part of the annual City budget process. This budget includes part time staff, materials and supplies. This will provide maintenance seven days a week, year round.

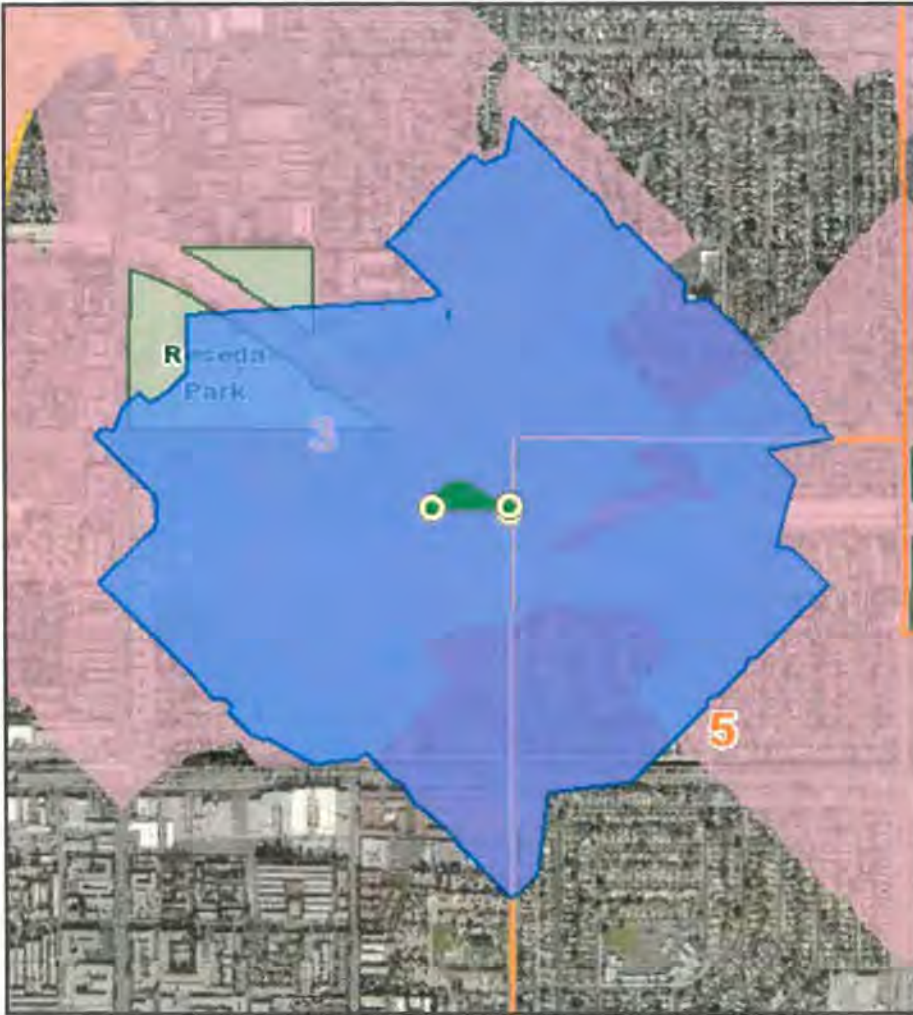
This report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.



# Attachment A







## Scenario Information

Scenario Name:

Cabellero Creek Park

Description:

Opening FY 16/17

To be built by MRCA

Scenario Type:

New Park

Park Class:

Neighborhood

Baseline Dataset\*:

All Parks (RAP and Non-RAP)

*\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.*

## Population and Age Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	3,022	676

### Residents Served by Age

Age Group	Total Residents Served	Currently Non-Served Residents Served
Under Age 5:	166	40
Age 5 to 9:	171	42
Age 10 to 14:	165	29
Age 15 to 17:	99	20
Age 18 to 64:	1,959	443
Age 65 and Over:	462	102

## Household and Income Breakdown

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	1,023	239

### Households Served by Annual Income

Income Bracket	Total Households Served	Currently Non-Served Households Served
Under \$25,000:	145	30
\$25,000 to \$34,999:	57	3
\$35,000 to \$49,999:	158	25
\$50,000 to \$74,999:	263	75
\$75,000 and Over:	400	106

Source: Census/ACS 2010

REPORT OF GENERAL MANAGER

NO. 15-132

DATE June 18, 2015

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MASTER LEASE AGREEMENT WITH CALIFORNIA INTERNET –  
CELLULAR TELECOMMUNICATION EQUIPMENT ON PARK PROPERTY

<i>for</i> R. Adams _____	V. Israel _____
R. Barajas <i>CBP</i> _____	K. Regan _____
H. Fujita _____	N. Williams _____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the Master Lease Agreement, substantially in the form on file in the Board Office, subject to the approval of the Mayor, City Council and the City Attorney as to form, with California Internet; and,
2. Authorize the Board Secretary to forward the Master Lease Agreement to the Mayor and to City Attorney for approval as to form.

SUMMARY:

On June 15, 2011, the Board of Recreation and Parks Commissioners (Board), through Report No. 11-185 approved a proposed model Master Lease Agreement (MLA) and Site Lease Agreement (SLA). The Board also approved, in that same Report, a revised set of "Procedures and Guidelines for Installation of Cellular Equipment on Park Property". The Procedures state, "any installation of cellular equipment on RAP property will require: a. a fully executed MLA, approved by both the Board and the City Attorney as to form and, if applicable, the City Council." The Guidelines state, in part, "Exercise of the initial term of the MLA and each option will require Board approval."

Any entity seeking to install telecommunication equipment on the Department of Recreation and Park (Department) property will be required to enter into a MLA with the Department. This revocable lease agreement clearly assigns responsibilities to both the applicant and the Department, however it does not authorize the installation of any specific equipment. A



REPORT OF GENERAL MANAGER

PG. 2                      NO. 15-132

supplemental application, known as a Site Lease Agreement, would have to be made for each individual installation and would be subject to the approval of the Board.

The MLA sets forth basic terms and conditions for leased sites and assigns responsibilities to the applicant and the Department, but does not authorize the installation of any specific equipment. The initial term of each MLA is five (5) years. The MLA will remain in effect and be followed by successive one (1) year renewal options with respect to each existing SLA. The MLA and SLA approved by the Board (Report No. 11-185) were the templates to be used for all future MLA's and SLA's.

The Department has been approached by California Internet, L.P., a telecommunications company, for the purposes of entering into a MLA with the Department. Entering into this lease agreement does not, in any way, guarantee subsequent approval for the installation of any specific equipment at any specific location. Each and every individual installation proposed by the applicant, subsequent to entering into this MLA, will be evaluated and approved by the Board based upon its own merit.

Staff has determined that entering into this MLA does not make a commitment to any specific project that may result in physical environmental impacts. Therefore no environmental review is required under the California Environmental Quality Act until such time as a specific project is proposed.

FISCAL IMPACT STATEMENT:

Approval of this MLA shall have no fiscal impact to the Department's General Fund.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.

REPORT OF GENERAL MANAGER

NO. 15-133

DATE: June 18, 2015

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 50 PARKS INITIATIVE – VERMONT GAGE PARK – FINAL AUTHORIZATION TO ACQUIRE PROPERTY FOR PARK PURPOSES; APPROVAL OF CONCEPTUAL PARK DESIGN PLAN; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

*jea*  
R. Adams  
\*R. Barajas  
H. Fujita

*CSD*  
\_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

- 1 Approve the conceptual plan for the Vermont Gage Park, as described in the Summary of this Report and shown on Attachment B;
- 2 Adopt the draft Resolution, on file in the Board Office, authorizing the acceptance of the donation of a vacant property parcel via Grant Deed, contingent on the clearance of all environmental conditions, review of title and approval for acquisition by the Department of General Services (GSD), for the conveyance of approximately 15,973 square foot (0.37 acres) of vacant property located at 960 West 62<sup>nd</sup> Place, near the corner of South Vermont Avenue, 62<sup>nd</sup> Place, and West Gage Avenue;
- 3 Authorize the Board Secretary to execute the escrow instructions and Grant Deed for the subject property, as approved by General Services and by the City Attorney's Office;
- 4 Authorize GSD to acquire and process the conveyance of a portion of the 960 West 62<sup>nd</sup> Place parcel to Department of Recreation and Parks (RAP) identified by Los Angeles County's Assessor's Parcel Numbers (APN): 6004-015-900 and -018 and also as Parcel 1 as identified in Attachment C , the donation parcel; and,

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-133

- 5 Authorize RAP or GSD Staff to execute a Purchase and Sale Agreement if necessary upon completion of all due diligence and approvals: and,
- 6 Make conveyance and acceptance of the approximately 15,973 square foot (0.37 acres) portion of the parcel located at the northeast corner of the intersection and corners of Vermont Avenue and Gage Avenue and 62<sup>nd</sup> Place contingent upon the following prior conditions and actions taking place:
  - A. Lot adjustment by property owner will have been completed before the acquisition of the approximately 15,973 square foot (0.37 acre) site for the purpose of creating a new neighborhood park;
  - B. The Department of General Services (GSD), will have completed the title review of said property and shall have instructed the City Attorney's Office to draft a Purchase and Sale Agreement if necessary, and, upon completion of preliminary work and all due diligence,
  - C. Completion of all the necessary environmental, zoning, and funding clearances for the acquisition of said property;
  - D. Approval of Survey and Legal Description identifying correctly the Donation parcel by City Staff.

SUMMARY:

The Vermont Gage Park project (Project) proposes to acquire and develop an approximately 15,973 square foot (0.37 acre) vacant lot located at the northeast corner of the intersection of Vermont Avenue and Gage Avenue in the South Los Angeles area of the City. The Project site was identified by RAP and the former Community Redevelopment Agency of Los Angeles as an opportunity site to be developed as a part of RAP's 50 Parks Initiative. An estimated 10,981 residents live within a ½ mile walking distance of the proposed new park. Of those 10,981 residents, an estimated 1,676 residents currently do not have access to any improved green spaces or neighborhood parks within a ½ mile walking distance of their homes.

The property where the Project is proposed to be developed currently contains a 79 unit affordable housing development, which is currently undergoing extensive renovations, and a vacant lot. The housing development is located on the eastern side of the property and the vacant lot is located on the western side of the property. The housing development and the vacant lot are separated by a masonry wall. The Project is proposed to be developed on the portion of the site that is currently vacant. A map of the Project site is shown on Attachment A.

## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-133

In order to enable RAP to acquire the vacant lot for use for the Project, the property owner has applied, at their own cost, for a lot line adjustment to separate the property into two lots. The property owner's lot line adjustment is being processed by the City Planning Department and it is anticipated that it will take several months to complete. Once the lot line adjustment is complete, the property owner has agreed to transfer the vacant lot to RAP for no consideration.

The conceptual design for the public park includes playground areas with resilient surfacing, a walking path, fencing and landscaping, and typical park amenities including benches, trash receptacles, and lighting. The conceptual plan for the Project is shown on Attachment B.

RAP has secured a total of \$1,743,850 in funding (\$1,000,000 from Proposition K and \$743,850 from Proposition 1C Housing Related Park Program) for the Project. Staff anticipates that the secured funding is sufficient to meet the current scope of the Project.

### Environmental Review

A Phase I Environmental Site Assessment (ESA) was prepared in April 2012 for the parcel proposed to be dedicated for park purposes in accordance with the standards for All Appropriate Inquiries. The Report concluded that there were no recognized environmental conditions or controlled recognized environmental conditions on or near the parcel. An updated Phase I ESA will be prepared to determine if any new environmental conditions have occurred since 2012.

Staff has determined that the subject project has been previously evaluated for potential environmental effects and was determined to be exempt from the California Environmental Quality Act (CEQA). A Notice of Exemption was filed with the Los Angeles County Clerk on June 20, 2013. The current Board action is consistent with the existing CEQA exemption and the project will not result in any additional environmental impacts. No additional CEQA documentation is required pending the results of the updated Phase I ESA.

### FISCAL IMPACT STATEMENT:

The approval and execution of the conceptual plan for the project will not have any impact on the Department's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by funding sources other than the Department's General Fund.

REPORT OF GENERAL MANAGER

PG. 4

NO. 15-133

The annual maintenance cost of the park is estimated at \$20,000. Maintenance funds for the new park will be requested as part of the annual City budget process. This budget includes part time staff, materials and supplies and would provide maintenance seven days a week, year round.

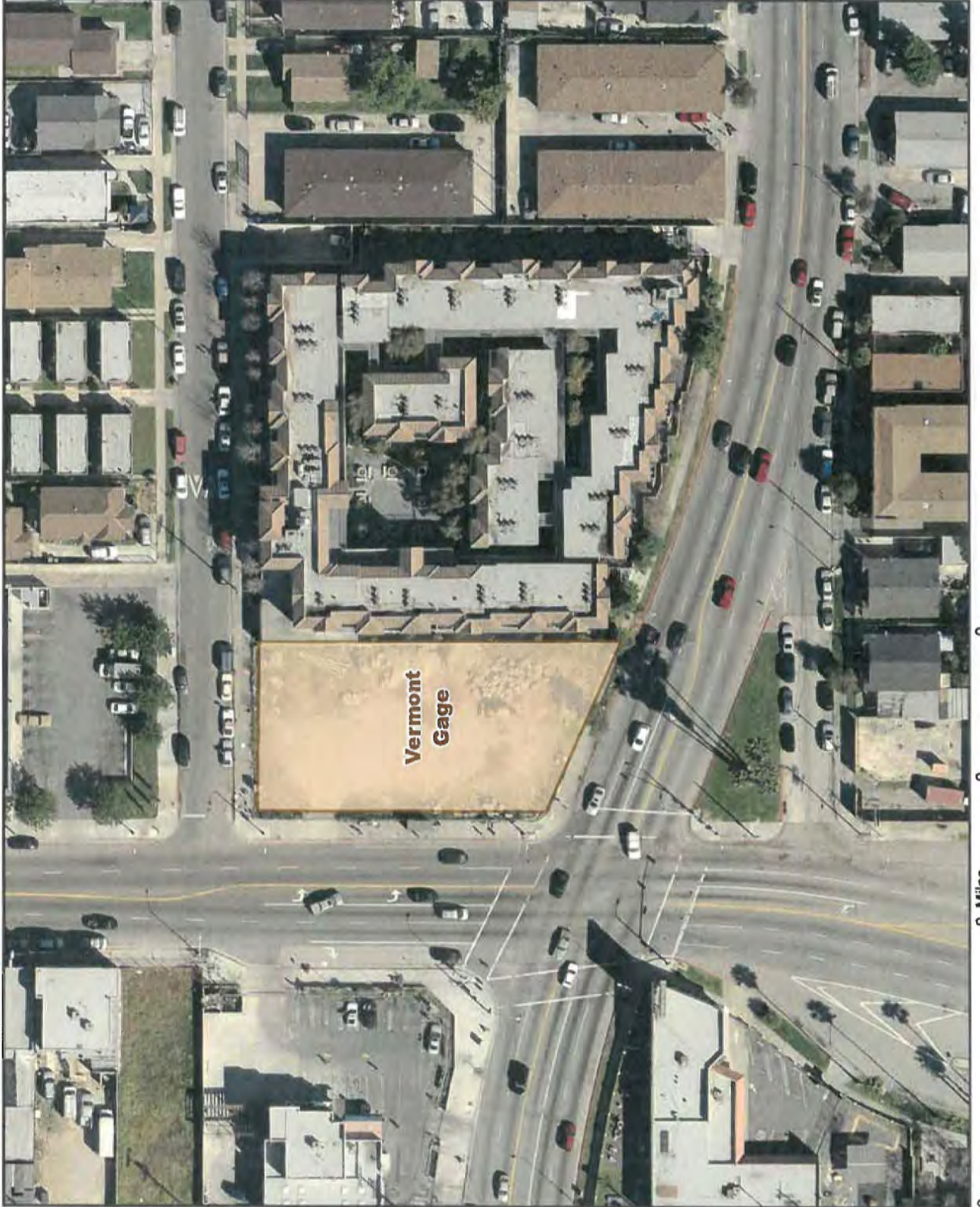
This report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

# Vermont Gage Project Site



## LEGEND

- Existing Parks
  - Non-RAP
  - RAP
- Future Parks
  -
- City Limits
  -

## NOTES

Vermont Gage Project Site

Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

0 Miles

0 0

SCALE 1: 1,128



# Vermont-Gage Inclusive Playground Scale: 1"=10'-0"

VERMONT AVENUE



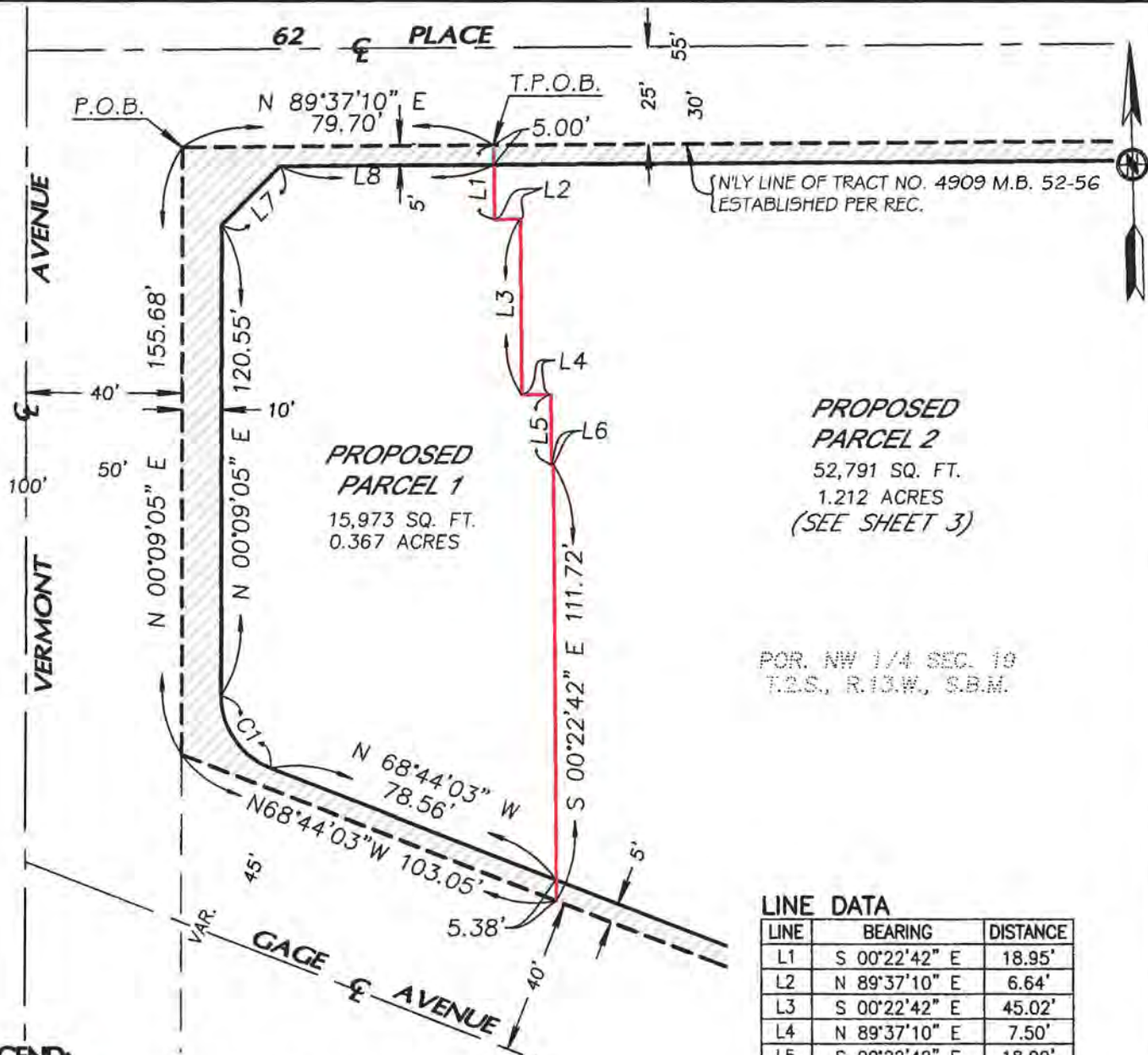
Dept. of Recreation & Parks - City of Los Angeles, California ~ February 12, 2015







CAD FILE: 12-1007-145-PRCE-02.dwg  
 FILE PATH: P:\12-1007 - 980 W. 5th Phase\145 - Lot Line Adjustment\Chk-Survey\Draw\LLA.MXD  
 BY: Mfgaerick  
 PLOT DATE: Dec 02, 2014 - 1:40pm



**LEGEND:**

- PROPOSED LOT LINES PER LLA
- - - EXISTING RECORD LOT LINES TO BE ADJUSTED PER LLA
- CENTER LINES
- - - RECORD LOT LINE LINES
- STREET RIGHT-OF-WAY LINES
- - - FEE-TITLE LINES PER LEGAL DESCRIPTION
- BOUNDARY LINES OF PROPERTY IN QUESTION
- EASEMENT FOR PUBLIC STREET PURPOSES REC. 1/26/1990 AS INST. NO. 90-145870 O.R.

**LINE DATA**

LINE	BEARING	DISTANCE
L1	S 00°22'42" E	18.95'
L2	N 89°37'10" E	6.64'
L3	S 00°22'42" E	45.02'
L4	N 89°37'10" E	7.50'
L5	S 00°22'42" E	18.00'
L6	N 89°37'10" E	0.50'
L7	N 44°53'07" E	21.31'
L8	N 89°37'10" E	54.75'

**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	68°53'08"	20.00'	24.05'	13.72'

NOTE: SEE SHEETS 2 TO 5 INCLUSIVE FOR DETAILS OF PROPOSED PARCELS 1 AND 2, AND SEE SHEET 6 FOR NOTES.

**DIAMOND WEST**  
 INCORPORATED  
 civil engineering • land surveying • land planning  
 24005 Ventura Boulevard, Suite 100  
 Calabasas, California 91302  
 Voice: (818) 444-1800  
 Facsimile: (818) 223-9215  
 www.diamondwest.net

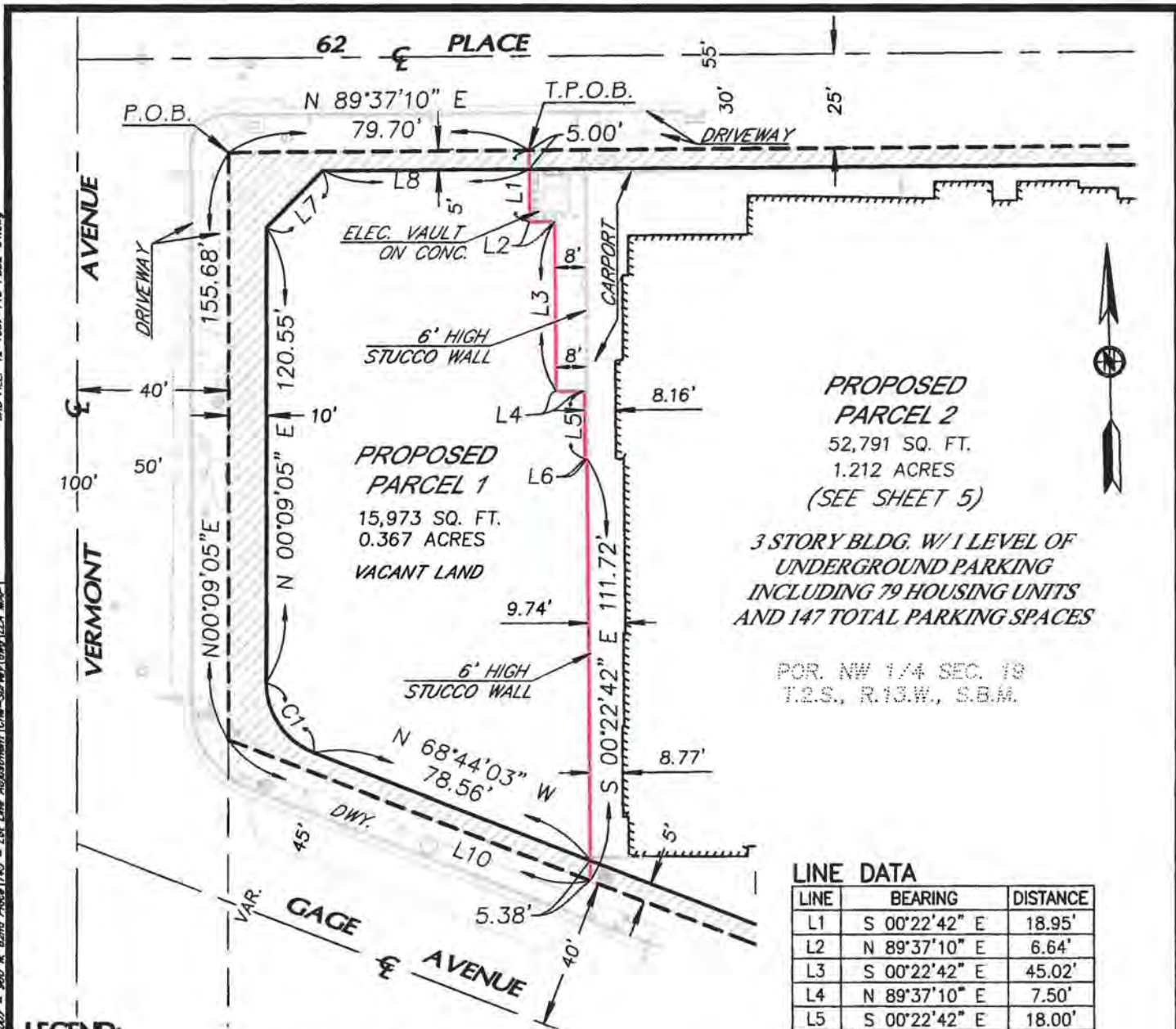
**LOT LINE ADJUSTMENT MAP**  
 PMEX-LA-2014-NO  
 SURVEY PREPARED FOR:  
**THOMAS SAFRAN**  
**AND ASSOCIATES**

DRAWN: MHK, TCF  
 CHECKED: MHK  
 DATE: 12/01/14  
 SCALE: 1"=40'  
 DWEI JOB #: 12-1007  
**SHEET NO. 2 OF 6 SHEETS**





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 P:\12-1007-145-PROJ-04.dwg  
 PLOT DATE: Dec 02, 2014 - 1:43pm



**PROPOSED PARCEL 2**  
 52,791 SQ. FT.  
 1.212 ACRES  
 (SEE SHEET 5)

3 STORY BLDG. W/ 1 LEVEL OF UNDERGROUND PARKING INCLUDING 79 HOUSING UNITS AND 147 TOTAL PARKING SPACES

POR. NW 1/4 SEC. 19  
 T.2.S., R.13.W., S.B.M.

**LINE DATA**

LINE	BEARING	DISTANCE
L1	S 00°22'42" E	18.95'
L2	N 89°37'10" E	6.64'
L3	S 00°22'42" E	45.02'
L4	N 89°37'10" E	7.50'
L5	S 00°22'42" E	18.00'
L6	N 89°37'10" E	0.50'
L7	N 44°53'07" E	21.31'
L8	N 89°37'10" E	54.75'
L10	N 68°44'03" W	103.05'

**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	68°53'08"	20.00'	24.05'	13.72'

**LEGEND:**

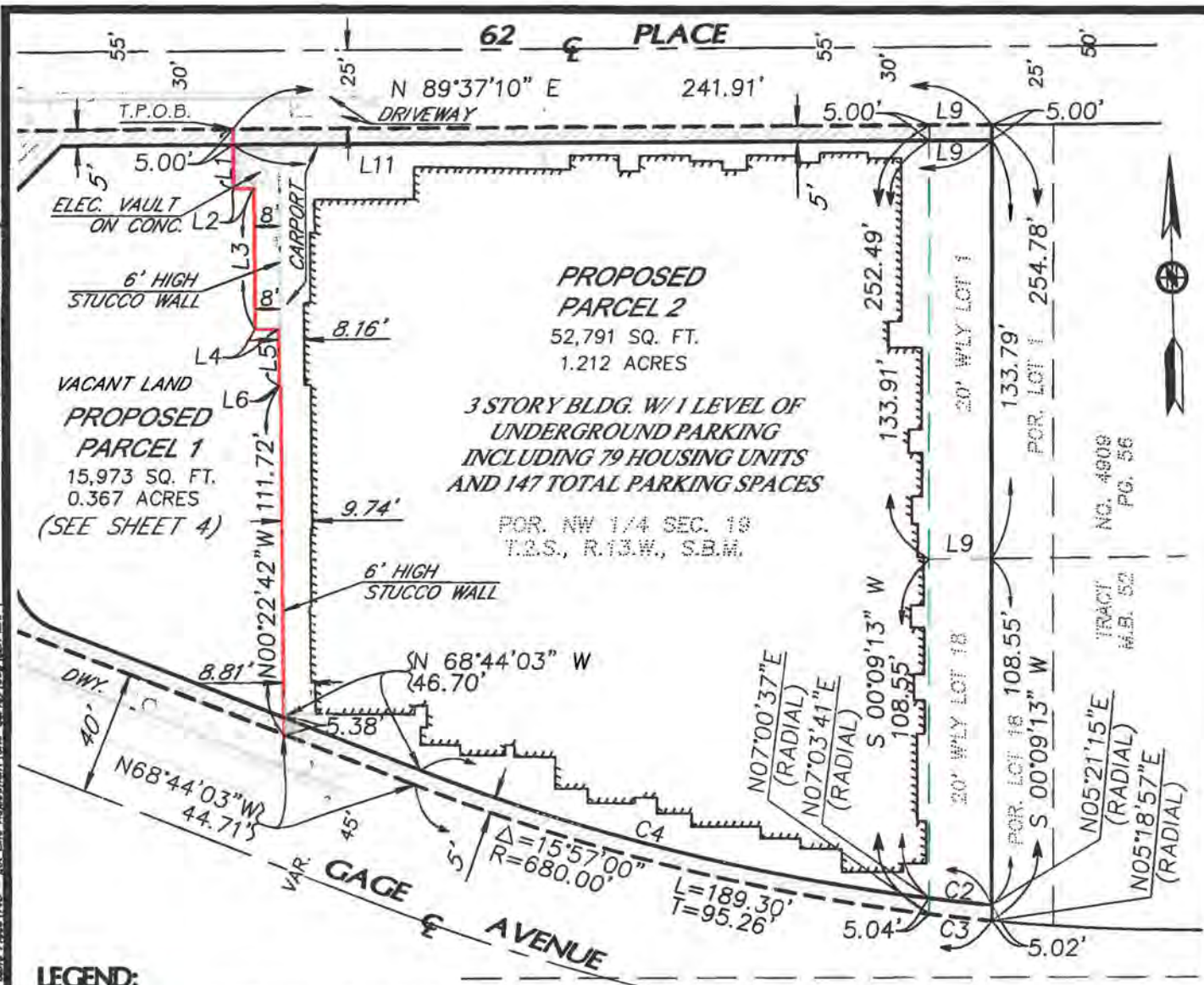
- PROPOSED LOT LINES PER LLA
- - - - - EXISTING RECORD LOT LINES TO BE ADJUSTED PER LLA
- — — — — CENTER LINES
- - - - - RECORD LOT LINE LINES
- — — — — STREET RIGHT-OF-WAY LINES
- - - - - FEE-TITLE LINES PER LEGAL DESCRIPTION
- — — — — BOUNDARY LINES OF PROPERTY IN QUESTION
- EASEMENT FOR PUBLIC STREET PURPOSES REC. 1/26/1990 AS INST. NO. 90-145870 O.R.

NOTE: SEE SHEETS 2 TO 5 INCLUSIVE FOR DETAILS OF PROPOSED PARCELS 1 AND 2, AND SEE SHEET 6 FOR NOTES.

<p style="text-align: center; font-weight: bold; font-size: 1.2em;">DIAMOND WEST</p> <p style="text-align: center; font-weight: bold; font-size: 0.8em;">INCORPORATED</p> <p style="text-align: center;">civil engineering • land surveying • land planning</p> <p>24005 Ventura Boulevard, Suite 100          Calabasas, California 91302          Voice: (818) 444-1800          Facsimile: (818) 223-9215</p> <p style="text-align: center;">www.diamondwest.net</p>	<p style="font-size: 1.2em;">LOT LINE ADJUSTMENT MAP</p> <p style="font-size: 1.2em;">PMEX-LA-2014-NO</p>	<p>DRAWN: MHK, TCF</p> <p>CHECKED: MHK</p> <p>DATE: 12/01/14</p> <p>SCALE: 1"=40'</p> <p>DWEI JOB #: 12-1007</p>
	<p>SURVEY PREPARED FOR:</p> <p style="font-weight: bold; font-size: 1.1em;">THOMAS SAFRAN AND ASSOCIATES</p>	



CAD FILE: 12-1007-145-PMEX-03.dwg  
 FILE PATH: P:\12-1007-145-145 - Lot Line Adjustment\CHG - Survey\Map\LLA Map  
 BY: thf@pwrchd  
 PLOT DATE: Dec 02, 2014 - 1:43pm



**LEGEND:**

- PROPOSED LOT LINES PER LLA
- - - - EXISTING RECORD LOT LINES TO BE ADJUSTED PER LLA
- CENTER LINES
- - - - RECORD LOT LINE LINES
- STREET RIGHT-OF-WAY LINES
- - - - FEE-TITLE LINES PER LEGAL DESCRIPTION
- BOUNDARY LINES OF PROPERTY IN QUESTION
- EASEMENT FOR PUBLIC STREET PURPOSES REC. 1/26/1990 AS INST. NO. 90-145870 O.R.

**CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C2	01°42'26"	675.00'	20.11'	10.06'
C3	01°41'40"	680.00'	20.11'	10.06'
C4	15°54'42"	675.00'	187.45'	94.33'

**LINE DATA**

LINE	BEARING	DISTANCE
L1	N 00°22'42" W	18.95'
L2	S 89°37'10" W	6.64'
L3	N 00°22'42" W	45.02'
L4	S 89°37'10" W	7.50'
L5	N 00°22'42" W	18.00'
L6	S 89°37'10" W	0.50'
L9	N 89°37'10" E	20.00'
L11	N 89°37'10" E	241.87'

NOTE: SEE SHEETS 2 TO 5 INCLUSIVE FOR DETAILS OF PROPOSED PARCELS 1 AND 2, AND SEE SHEET 6 FOR NOTES.

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LOT LINE ADJUSTMENT MAP  
 PMEX-LA-2014-NO  
 SURVEY PREPARED FOR:  
**THOMAS SAFRAN**  
 AND ASSOCIATES

DRAWN:	MHK, TCF
CHECKED:	MHK
DATE:	12/01/14
SCALE:	1"=50'
DWEI JOB #:	12-1007
<b>SHEET NO. 5 OF 6 SHEETS</b>	



**SURVEYOR'S CERTIFICATION:**

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS EXHIBIT CONSISTING OF 6 SHEETS REPRESENTS A SURVEY MADE UNDER MY SUPERVISION.



12/01/2014

MICHAEL H. KAZNOCHA, PLS  
PROFESSIONAL LAND SURVEYOR  
PLS-8330 EXP. 12-31-15

DATE

**BASIS OF BEARINGS:**

THE BEARING OF N 0°09'05" E FOR THE CENTERLINE OF VERMONT AVENUE AS SHOWN ON TRACT NO. 4909, FILED IN BOOK 52, PAGE 56 OF MAPS, IN THE OFFICE OF COUNTY RECORDER OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

**REFERENCE DOCUMENT:**

COMMONWEALTH LAND TITLE COMPANY'S PRELIMINARY REPORT NO. 08012170 DATED AS OF JUNE 6, 2014.

**AREA CALCULATIONS:**

GROSS AREA:

EXISTING PARCEL 1 = 63,690 SQ. FT. OR 1.462 ACRES  
EXISTING PARCEL 2 = 2,777 SQ. FT. OR 0.064 ACRES  
EXISTING PARCEL 3 = 2,297 SQ. FT. OR 0.053 ACRES  
TOTAL AREA = 68,764 OR 1.579 ACRES

PROPOSED PARCEL 1 = 15,973 SQ. FT. OR 0.367 ACRES  
PROPOSED PARCEL 2 = 52,791 SQ. FT. OR 1.212 ACRES  
TOTAL AREA = 68,764 OR 1.579 ACRES

NET AREA (EXCLUDING EASEMENT FOR PUBLIC STREET PURPOSES):

PROPOSED PARCEL 1 = 13,440 SQ. FT. OR 0.309 ACRES  
PROPOSED PARCEL 2 = 50,411 SQ. FT. OR 1.157 ACRES

**ZONING:**

CURRENT ZONING: C2-1 (COMMERCIAL ZONE).

**PROJECT ADDRESS:**

960 W 62ND PLACE, LOS ANGELES, CA 90035

**SITE OWNER:**

VERMONT PARK PLAZA LP  
11812 SAN VICENTE BLVD., SUITE 600  
LOS ANGELES, CA 90049  
PHONE: (310) 820-4888

**SITE NOTE:**

IT IS PROPOSED TO CONSTRUCT A PARK FACILITY WITHIN THE LIMITS OF THE PROPOSED PARCEL 1.

**DIAMOND WEST**  
INCORPORATED

civil engineering • land surveying • land planning

24005 Ventura Boulevard, Suite 100  
Calabasas, California 91302  
Voice: (818) 444-1800  
Facsimile: (818) 223-9215

www.diamondwest.net

LOT LINE ADJUSTMENT MAP  
PMEX-LA-2014-NO

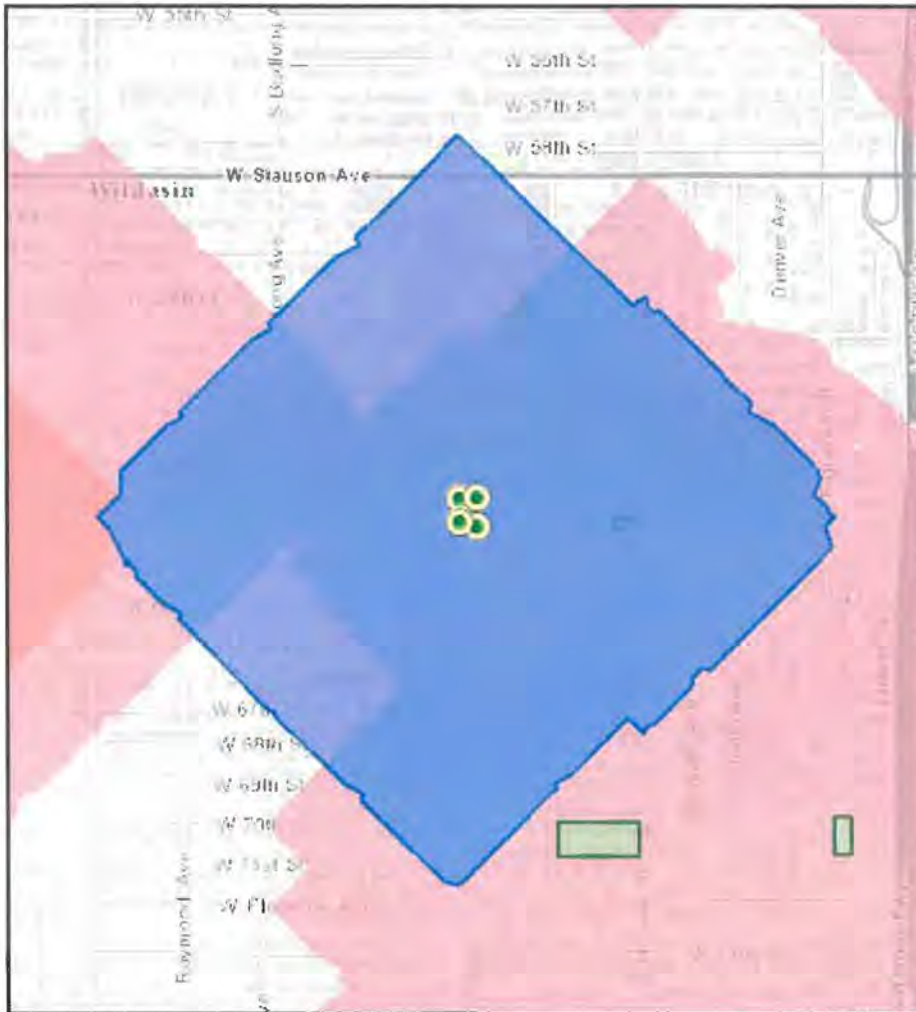
SURVEY PREPARED FOR:

THOMAS SAFRAN  
AND ASSOCIATES

DRAWN:	MHK
CHECKED:	MHK
DATE:	12/01/14
SCALE:	N/A
DWEI JOB #:	12-1007
SHEET NO. 6 OF 6 SHEETS	

FILE DATE: P: 12-10-2014 - 9:50 AM 62nd Place (LA) - Lot Line Adjustment (Conf-Survey) (cont) (LLA) MAP  
BY: M. H. Kaznocha  
PLOT DATE: Dec 02, 2014 - 1:45pm

CAD FILE: 12-1007-145-PMEX-06.dwg



## Scenario Information

**Scenario Name:**

Vermont Gage Park

**Description:**

Opening FY 15/16

**Scenario Type:**

New Park

**Park Class:**

Neighborhood

**Baseline Dataset\*:**

All Parks (RAP and Non-RAP)

*\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.*

## Population and Age Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	10,981	1,676
Residents Served by Age		
Under Age 5:	999	146
Age 5 to 9:	903	128
Age 10 to 14:	939	127
Age 15 to 17:	606	78
Age 18 to 64:	6,798	1,065
Age 65 and Over:	736	132

## Household and Income Breakdown

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	2,905	434
Households Served by Annual Income		
Under \$25,000:	1,112	147
\$25,000 to \$34,999:	502	90
\$35,000 to \$49,999:	473	92
\$50,000 to \$74,999:	474	41
\$75,000 and Over:	344	64

Source: Census/ACS 2010



REPORT OF GENERAL MANAGER



NO. 15-134


DATE June 18, 2015

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GAFFEY STREET POOL (A.K.A. HEY ROOKIE POOL) – (POOL & NEW BATHHOUSE) RESTORATION (PRJ20726) (W.O. #E1907453) PROJECT – TRANSFER AND ALLOCATION OF FUNDS

	R. Adams _____	V. Israel _____
R. Barajas	 _____	K. Regan _____
H. Fujita	_____	N. Williams _____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Authorize the Department's Chief Accounting Employee to transfer \$2,000,000 from Fund 205, Department 88, Account 88000H to Fund 205, Department 88, Account TBD;
2. Approve the allocation of \$2,000,000 from Fund 205, Department 88, Account TBD for the Gaffey Street Pool – (Pool and New Bathhouse) Renovation Project (PRJ20726) (W.O. #E1907453) as described in the Summary of this report; and,
3. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

The project entails the restoration of the Gaffey Street Pool (a.k.a. Hey Rookie Pool). The pool facility is located at 3351 South Gaffey Street, San Pedro, California 90731, within Angels Gate Park.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-134

In 1943, a group of soldiers stationed at Fort MacArthur wrote and produced the "Hey Rookie" stage show. Not only was the show a great success as a military morale booster, but the show also attracted some of the biggest names in Hollywood during its nine (9) month run. The production was a financial success and generated substantial funds which were later used to construct the "Hey Rookie" (Gaffey Street) pool facility. This newly constructed facility, which accommodated approximately 2,000 patrons, was one of the biggest venues in San Pedro and became home of the water-based show, "Aquacades."

In 1977, the United States Army decided that Fort MacArthur no longer fit its needs and declared it surplus property. The property was then transferred to the City of Los Angeles, through the Secretary of the Department of the Interior. The City turned the "Upper Reservation" into a park in 1982. The pool remained open until the early 1990's, when it was eventually closed and drained due to deterioration. The pool and its terraced concrete spectator seating area has been closed to the public since the early 1990's and needs to be brought up to current health, safety, and building codes.

The project is included in the Proposition K Bond measure approved by the voters in November 1996 and is a listed specified project in the program. The specific Proposition K scope of work is for the "renovation of the swimming pool."

The detailed project scope of work includes the following:

- refurbishment of the existing historical one hundred ten (110) foot by fifty (50) foot, 5,500 square-foot (SF), swimming pool;
- construction of a 4,471 SF bathhouse with pool equipment room;
- additional improvements including Americans with Disabilities Act (ADA) compliant access ramps, stairs, and walkways;
- construction of an access road, parking areas, seating, exhibit panels and plaque, hillside grading; and,
- construction of a new event concrete terrace and associated landscape and irrigation.

The project plans and specifications were prepared by the Department of Public Works, Bureau of Engineering, Architectural Division and the design consultant, Paul Murdoch Architects.

The estimated total project cost including design, geotechnical evaluation, environmental assessment, construction, and inspection costs is \$10,700,000. See attached Project Budget Sheet for the specific cost breakdown (Attachment No. 1).



REPORT OF GENERAL MANAGER

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To date, the project funding sources are as follows:

<u>Description</u>	<u>Amount</u>
Proposition K	\$1,000,000
Proposition K Inflation and Interest <sup>(1)</sup>	\$ 735,900
<u>Harbor Department Funds <sup>(2)</sup></u>	<u>\$6,966,012</u>
Total	\$8,701,912

Notes:

- (1) Availability of these funds is pending approval by the City Council of the Engineer's Report for Fiscal Year 2015-16, which includes the Proposition K Interest and Inflation funds for which this project qualifies. The Engineer's Report was adopted by the City Council on June 3, 2015 and the City Clerk transmitted the file to the Mayor. The last day for the Mayor to act is June 15, 2015.
- (2) Harbor Department Funding was approved via a Memorandum of Understanding, under Board Report No. 12-196, approved by the Board on June 20, 2012.

Approval and allocation of the additional \$2,000,000 for the project will fully fund the project including soft costs, construction, and construction contingency. This amount will bring the total funds available for the project to \$10,701,912.

On July 9, 2014, the Board approved final plans and specifications for the Gaffey Street Pool (Pool & New Bathhouse) Restoration project (Report No. 14-191). On December 10, 2014, the Board approved the review of bids and the award of the construction contract in the amount of \$6,800,000 for the project (Report No. 14-318).

The project is currently 17 % complete in construction and is scheduled to be completed in spring 2017.

The proposed project has been previously evaluated and approved in compliance with the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Plan were adopted on July 9, 2014 (Report No. 14-190) by the Board of Recreation and Parks Commissioners. A Notice of Determination was filed with the Los Angeles County Clerk on July 10, 2014. The scope of the project and the environmental setting has not substantially changed since the CEQA approval that would result in additional environmental impacts or an increase in the intensity of the projected impacts to require any new or modified mitigation. Therefore, no additional CEQA documentation is required.

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FISCAL IMPACT STATEMENT:

The construction project is funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the Department's General Fund. However, operations and maintenance costs will be evaluated and included in future budget requests.

This report was prepared by Cathie Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.

**ATTACHMENT NO. 1**

**Gaffey Street Pool - (Pool and New Bathhouse) Restoration Project**

**Project Budget Sheet**

W.O. #E1907453 (PRJ20726)

May 13, 2015

Description	Amount	Subtotal	Percent
<b>Land</b>			
Real Estate	\$ -	\$ -	0.0%
<b>Pre-Design Costs</b>			
Environmental, Survey, Geotechnical, Haz Mat Survey	\$ 150,000	\$ 150,000	0.2%
<b>Design Staff Costs</b>			
Project Management, Project Engineering, Architectural, Mechanical, Electrical, Landscape	\$ 715,000	\$ 715,000	10.5%
<b>Consultant Costs</b>			
Design Consultant	\$ 700,000	\$ 890,000	13.1%
Archeological Const. Monitoring	\$ 98,000		
Geotechnical Const. Monitoring	\$ 92,000		
<b>Construction</b>			
Construction Contract	\$ 6,800,000	\$ 6,800,000	
Contingency	\$ 1,360,000	\$ 1,360,000	20.0%
<b>Construction Staff Costs</b>			
Project Management, Construction Management, Geotechnical, Survey	\$ 320,000	\$ 320,000	4.7%
<b>Inspection Costs</b>			
Bureau of Con Ad	\$ 210,000	\$ 290,000	4.3%
Material Testing	\$ 80,000		
<b>Other Direct Costs</b>			
Public Art Work	\$ 68,000	\$ 178,000	2.6%
Plan Check and Permits	\$ 70,000		
DWP Fire Hydrant Fee	\$ 40,000		
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$ 10,703,000</b>	<b>\$ 10,703,000</b>	

REPORT OF GENERAL MANAGER


NO. 15-135

DATE: June 18, 2015

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OCEAN VIEW FARMS COMMUNITY GARDEN - AMENDMENT TO AGREEMENT NO. 3401 WITH OCEAN VIEW FARMS, INC., TO EXTEND THE TERM OF AGREEMENT

R. Adams	_____	*V. Israel	
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Agreement No. 3401, substantially in the form on file in the Board Office, between the City of Los Angeles and Ocean View Farms, Inc., to extend the term of Agreement No. 3401 from three (3) years to thirteen (13) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Amendment 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 Board President and Secretary to execute the Amendment subsequent to all necessary approvals.

SUMMARY:

On September 7, 2011, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3401 (Agreement) between the City of Los Angeles (City) and Ocean View Farms, Inc. (Organization), authorizing the Organization's operation and maintenance of a 6.0 acre community garden with 500 community garden plots located within the community of Mar



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Vista at 3245 Grand View Boulevard, Los Angeles, CA 90066, commonly known as Ocean View Farms Community Garden (Report No. 11-245). The Agreement, which was executed on January 18, 2013, carries a three (3) year term and is due to expire on January 17, 2016.

Prior to execution of Agreement No. 3401, Organization has for many years operated the Ocean View Farms Community Garden under a right-of-entry permit. Subsequently, under Agreement No. 3401, Organization has successfully maintained the Ocean View Farms Community Garden at their sole cost and expense, including the payment of utilities and expenses, and has received positive yearly evaluations from staff. The Organization has communicated that it wishes to continue its collaboration with the Department of Recreation and Parks (RAP) for the operation and maintenance of the community garden. Staff therefore recommends that the term of Agreement No. 3401 with Organization be extended for ten (10) additional years through the proposed Amendment, allowing the Organization to continue operating and maintaining the Ocean View Farms Community Garden for the benefit of the local community.

FISCAL IMPACT STATEMENT:

Extending the term of Agreement No. 3401 with Organization will have no adverse impact on the RAP General Fund, as Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of the Ocean View Farms Community Garden.

This report was prepared by Joel Alvarez, Senior Management Analyst, and Raymond Chang, Management Analyst, Partnership Division.

REPORT OF GENERAL MANAGER


NO. 15-136

DATE June 18, 2015

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS ANGELES CENTER FOR ENRICHED STUDIES – FACILITY USE PERMIT FOR JOINT USE OF RECREATIONAL FACILITIES FROM JULY 2015 THROUGH JUNE 2016

R. Adams	_____	*V. Israel	
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Facility Use Permit (FUP), substantially in the form on file in the Board Office, issued by the Los Angeles Unified School District (LAUSD), defining details of the Department’s joint use of aquatic and athletic facilities at the Los Angeles Center for Enriched Studies (LACES) from July 1, 2015, through June 30, 2016;
2. Direct the Board Secretary to transmit the proposed FUP to the City Attorney for review as to form;
3. Authorize the Department’s General Manager to execute the FUP upon receipt of the City Attorney’s approval; and
4. Authorize the Department’s Chief Accounting Employee to make payment to LAUSD for reimbursement of maintenance-related services upon the receipt of invoices for periods between July 1, 2015, and June 30, 2016, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services.

SUMMARY:

LACES is a LAUSD magnet middle school and high school, enrolling students in grades 6 through 12, located at 5931 West 18th Street in Council District 10. The campus encompasses a comprehensive athletic complex with an aquatics facility, a sports field, basketball courts, tennis courts, and an indoor gymnasium, a dance room, and a weight room, collectively called the

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Recreational Facilities. The Recreational Facilities in place today are the result of a significant capital improvement project funded in part by the City's Proposition K. Due to the Proposition K grant, a Joint Use Agreement was executed on June 4, 1998, between the City, acting through the Department of Recreation and Parks (RAP), and LAUSD. The term of the joint use is for fifteen (15) years after completion of the improvements, which occurred in 2005; joint use of LACES began in 2006. The Joint Use Agreement terminates in June of 2020 unless extended by the parties.

The joint use activity at LACES is different from any other joint use relationship between RAP and LAUSD for the following reasons.

- The number of facilities is unusual as it includes a swimming pool, outdoor sports fields and courts, and indoor athletic spaces, while typically Proposition K joint use agreements cover only one of those amenity groups.
- The operation of the swimming pool differs from all other pool joint use arrangements, in which RAP owns the pools on school property and operates them for both students and the public. At LACES, LAUSD owns the pool and takes responsibility for maintenance and repairs with costs to be shared between LAUSD and RAP. RAP's Aquatics staff still provides lifeguard services for classes and school activities as well as operates the pool during non-school hours for the public.
- LACES also provides public access to the facilities on weekends and other non-school days and has established a pattern of public use by families for un-structured recreation, which differs from other joint use situations where access is strictly LAUSD students or RAP program participants.
- The Joint Use Agreement for LACES stipulates that the Department should handle maintenance during public use time, while LAUSD handles maintenance during school time; however LAUSD has required RAP to pay school staff to perform all maintenance because of the integration of the facilities and overlap of use at the school.

Managing these joint use circumstances which are unique to LACES and creates some challenges for both RAP and school staff. The issues requiring most attention are coordinating activities to ensure that recreation program participants and students all have balanced access to the facilities, and achieving equity in maintenance of the facilities for the public as well as school participants. There is also the unusual mutual payment situation, where RAP reimburses LAUSD for maintenance while LAUSD separately reimburses RAP for lifeguarding services. Ultimately, the parties agreed on using an LAUSD annual Facilities Use Permit (FUP) to capture the unique specifics of joint use at this site, an action acceptable under the 1998 Joint Use Agreement. The most recent FUP approved by the Board covered the period of July 1, 2014, through June 30, 2015 (Board Report No. 14-160, approved on June 26, 2014).

The proposed FUP is materially comparable to the current FUP. It continues the limited weekday operations for RAP during the school year, in which public programming cannot begin until 6:00

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p.m., and it continues the lifeguard services provided to LACES by RAP for physical education classes and athletic competition and events. The estimated cost for RAP to provide this service to LAUSD at LACES for the twelve (12) month term of this FUP is \$78,892.44, and will be billed for this location as part of the annual RAP billing to LAUSD for all lifeguard services citywide.

Staff requests as well Board authorization for the Chief Accounting Employee to pay LAUSD on invoices received for reimbursement of LAUSD maintenance costs for July 2015 to June 2016, with a not-to-exceed estimate of \$105,104.78. When receiving the invoices at the end of the fiscal year, RAP staff will ensure that they reflect actual times used for RAP programs at LACES and that there is no overlap between maintenance costs reimbursed by RAP with those funded annually by Proposition K maintenance funds.

The Assistant General Manager, Operations Branch, the Superintendent of the Pacific Region and the Office of Council District 10 support continued joint use at LACES under these terms.

### ENVIRONMENTAL IMPACT STATEMENT

Department staff determined that the approval of the proposed FUP is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article El, Section 1, Class 1 (14) of the City CEQA Guidelines; this exemption allows for the use of existing school facilities involving negligible or no expansion of use.

### FISCAL IMPACT STATEMENT:

The Department's obligations related to public operations and reimbursement for maintenance at LACES are funded through the Department's regular budget approval process. LAUSD has estimated annual maintenance reimbursement costs to be \$105,104.78. The estimate for reimbursement of maintenance for the term of the July 2015 to June 2016 FUP will be adjusted with refinements to the line items billed, and final bills will be reconciled with Department records of actual use. The estimate for lifeguard services for which LAUSD will be charged for the same July 2015 to June 2016 term is \$78,892.44.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division



REPORT OF GENERAL MANAGER


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DATE: June 18, 2015

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION – 7-ELEVEN, INC. SPONSORSHIP FROM FRANCHISEES IN SUPPORT OF "7-11 DAY" – ONE DAY FREE SWIM FOR YOUTH AT AQUATIC FACILITIES

R. Adams	_____	*V. Israel	
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

1. That the Board approve and accept a donation from thirty-five (35) 7-Eleven, Inc., franchisees and matched by 7-Eleven, Inc., at the corporate level, in the amount of twenty-five thousand dollars (\$25,000.00) in sponsorship of "7-11 Day", to allow all youth ages 17 and under to swim at one (1) of forty-seven (47) Department of Recreation and Parks' (RAP) pools, free of charge for one (1) day, Saturday, July 11, 2015; and,
2. Approve appropriate Sponsor Recognition at each of the sponsored pools as described below, in conformance with the RAP Policy for Recognition of Sponsors, Donors, and Contributors, approved June 5, 2013 (Report No. 13-160).

SUMMARY:

The collaboration between RAP and the Corporate Market District No. 2173 of 7-Eleven, Inc., which encompasses many franchisees in the east and central Los Angeles areas, has been growing steadily for the past several months. Working with the Partnership Division, Corporate Market No. 2173 has paved a path for area franchisees to give back to their respective communities through in-kind donations to recreation and senior centers, which foster emotional engagement and good will with existing and potential store clients, and strengthen community relationships.

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Corporate Market No. 2173 has been seeking additional ways to help increase the visibility of their franchisees in respective communities with RAP facility patrons. For the past several months, Corporate Market No. 2173 and many of their 7-Eleven, Inc. franchisees have donated, in total, over six thousand five hundred dollars (\$6,500.00) worth of in-kind items and free in-store coupons for various RAP facilities and programs.

Through on-going discussions with Corporate Market No. 2173, and working with the RAP Aquatics Division (Aquatics), the Partnership Division and Corporate Market No. 2173 came up with a potential sponsorship opportunity to celebrate "7-11 Day" – a free swim day for youth, ages 17 and under, at RAP pools on Saturday, July 11, 2015. A sponsorship amount of twenty-five thousand dollars (\$25,000.00) was agreed upon to cover the costs of a free swim day, offsetting the one dollar (\$1.00) youth admission fee and additional costs of operation associated with extra lifeguards, pool attendants, and aquatic supplies in anticipation of increased patronage. Forty-seven (47) pools were identified by Aquatics to be utilized for "7-11 Day" (see Attachment A). The sponsorship may benefit over ten thousand (10,000) youth across the city, who might not otherwise be able to afford the cost of attending one of RAP's pools during the summer season.

This sponsorship opportunity is well supported by Corporate Market No. 2173 and Aquatics. Through 7-Eleven, Inc.'s internal planning, thirty-five (35) 7-Eleven franchisees were identified to participate in the event as their stores are nearby the participating aquatic facilities (Attachment B). Each of their contributions was matched 100% by 7-Eleven, Inc., at the corporate level, to reach a total of \$25,000.00.

In recognition of their donation in sponsorship of "7-11 Day", 7-Eleven, Inc., requests the following:

- Display of 7-Eleven logo on a banner beginning June 28 through July 11th at each of the forty-seven (47) aquatic facilities offering "7-11 Day" free admission for youth;
- Recognition through RAP social media channels and website;
- Participation in a press-release event conducted by RAP on or prior to "7-11 Day" at a selected pool;
- Opportunity for product sampling and coupon distribution at all forty-seven (47) participating aquatic facilities on "7-11 Day."

Staff recommends that the "7-11 Day" sponsorship donation be approved and accepted, thereby allowing over ten thousand (10,000) youth to participate in a free swim day on July 11, 2015.

Staff has discussed the event with the Aquatics Principal Recreation Supervisor I and Assistant General Manager of Recreation Operations Branch and both welcome the sponsorship to benefit youth at our aquatic facilities citywide.

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FISCAL IMPACT STATEMENT:

It is anticipated that there will be no impact to the RAP General Fund, as the donation amount of \$25,000.00 will cover the admission costs for up to ten thousand (10,000) youth, plus additional costs for extra lifeguards and aquatic staff at each site, to accommodate the additional patrons and custodial impacts.

This report was prepared by Joel Alvarez, Senior Management Analyst and Leslie Richter, Senior Recreation Director, Partnership Division

**Attachment A**

**Summer Aquatic Facilities 2015**

<i>Pool Name</i>	<i>Address</i>	<i>City</i>	<i>Zip Code</i>	<i>Phone</i>
<b>Seasonal Facilities</b>				
Algin Sutton Pool	8800 S. Hoover St.	Los Angeles	90044	(323) 789-2826
Cheviot Hills Pool	2693 Motor Ave.	Los Angeles	90064	(310) 202-2844
Costello Pool	3121 E. Olympic Blvd.	Los Angeles	90023	(323) 526-3073
Downey Pool	1775 N. Spring St.	Los Angeles	90031	(323) 227-5025
Fernangeles Pool	8851 Laurel Canyon Blvd.	Sun Valley	91352	(818) 771-0986
Granada Hills Pool	16730 Chatsworth St.	Granada Hills	91344	(818) 360-7107
Green Meadows Pool	431 E. 89th St.	Los Angeles	90003	(323) 789-2726
Griffith Pool	3401 Riverside Dr.	Los Angeles	90027	(323) 644-6878
Harbor Park Pool	1221 N. Figueroa Pl.	Wilmington	90744	(310) 835-6590
Highland Pool	6150 Piedmont Ave.	Los Angeles	90042	(323) 227-5924
Jackie Tatum/Harvard Pool	6120 Denker Ave.	Los Angeles	90047	(323) 753-2197
Lanark Park Pool	21817 Strathern	Canoga Park	91304	(818) 887-1745
Mar Vista Pool	11655 Palms Blvd.	Los Angeles	90066	(310) 390-2016
North Hollywood Pool	5301 Tujunga Ave.	North Hollywood	91601	(818) 755-7654
Northridge Pool	10088 Reseda Blvd.	Northridge	91324	(818) 709-7475
Pan Pacific Pool	141 S. Gardner St.	Los Angeles	90036	(323) 957-4524
Pecan Pool	120 S. Gless St.	Los Angeles	90033	(323) 526-3042
Reseda Pool	18411 Victory Blvd.	Reseda	91335	(818) 709-7475
Ritchie Valens Pool	10731 Laurel Canyon Blvd.	Pacoima	91331	(818) 834-5176
Ross Snyder Pool	1501 E. 41st St.	Los Angeles	90011	(213) 847-3430
Rustic Canyon Pool	601 Latimer Rd.	Pacific Palisades	90402	(310) 230-0137
Sepulveda Pool	8727 Kester Ave.	Panorama City	91402	(818) 894-0144
South Park Pool	345 E. 51st St.	Los Angeles	90011	(323) 846-5366
Stoner Pool	1835 Stoner Ave.	Los Angeles	90025	(310) 575-8286
Sun Valley Pool	8123 Vineland Ave.	Sun Valley	91352	(818) 252-0835
Sylmar Pool	13109 Borden Ave.	Sylmar	91342	(818) 367-6727
Valley Plaza Pool	6715 Laurel Grove Ave.	North Hollywood	91606	(818) 756-9362
Verdugo Hills Pool	10654 Irma Ave.	Tujunga	91402	(818) 353-1365
Westchester Pool	9100 Lincoln Blvd.	Los Angeles	90045	(310) 641-8734
Yosemite Pool	1840 Yosemite Dr.	Los Angeles	90041	(323) 226-1668
<b>Year-Round Facilities</b>				
Banning Pool	1450 N. Avalon Blvd.	Wilmington	90744	(310) 548-7420
Celes King III Pool	5001 Rodeo Rd.	Los Angeles	90016	(213) 847-3406
Cleveland High School Pool	8129 Vanalden Ave.	Reseda	91335	(818) 756-9798
Echo Deep Pool	1419 Colton St.	Los Angeles	90026	(213) 481-2640
EG Roberts Pool	4526 Pico Blvd.	Los Angeles	90019	(323) 936-8483
Fremont Pool	7630 S. Towne Ave.	Los Angeles	90019	(213) 847-3401



Glassell Pool	3704 Verdugo Rd.	Los Angeles	90065	(323) 226-1670
Hollywood Pool	1122 Cole Ave.	Los Angeles	90038	(323) 957-4501
Hubert Humphrey Pool	12560 Filmore St.	Pacoima	91331	(818) 896-0067
JC Argue Swim Stadium	3980 Bill Robertson Lane	Los Angeles	90037	(213) 763-0125
LACES Pool	5931 W. 18th St.	Los Angeles	90035	(323) 933-8345
Peck Park Pool	560 N. Western Ave.	San Pedro	90732	(310) 548-2434
Richard Alatorre Pool	4721 Klamath St.	Los Angeles	90032	(323) 276-3042
Roosevelt Pool	456 S. Mathews St.	Los Angeles	90033	(213) 485-7391
Van Nuys Sherman Oaks Pool	14201 Huston St.	Van Nuys	91423	(818) 783-6721
Venice High School Pool	2490 Walgrove Ave.	Los Angeles	90066	(310) 575-8260
Westwood Pool	1350 Sepulveda Blvd.	Los Angeles	90025	(310) 478-7019

**Attachment B**

Store Number	7-Eleven Store Owner	Address	Zipcode	Phone Number
13834	GREWAL, HARMANDER S. & PARMINDER KAUR (GREWAL STORES, INC.)	8475 Sunland Blvd.	91352	(818) 767-2400
13868	SAMRA, JAGTAR S. & SANDEEP K.	21618 Roscoe Blvd	91304	(818) 340-4687
13891	MALIK, ASHOK K. & MANJUULA	18916 Roscoe Blvd.	91324	(818) 885-0243
13894	MALIK, ASHOK K. & MANJUULA	18514 Plummer Street	91324	(818) 349-0797
16283	MONDEGARI, SHAYAN (SHAPA, INC.)	11666 Burbank Blvd.	91601	(818) 760-8711
17304	GILL, HARJEET & VIRINDER	6077 West Third Street	90036	(323) 939-1621
17497	KAMBOJ, MUKHTIAR S.	1910 Colorado Ave.	90041	(323) 254-8421
18607	VADOLI, NOSH & BEHROZ (MAZDA SAI, INC.)	12463 Victory Blvd.	91606	(818) 985-7272
18821	SHIM, WON PO & MICHA	11075 W. Olympic Blvd.	90064	(310) 478-6852
18867	GREENE, JAMES D. & BETTY C. (CONVENIENCE GROUP, INC.)	5880 W. Manchester Ave	90045	(310) 645-0345
19667	ALI, ANIL M. (CHAAR, INC.)	6701 Santa Monica Blvd.	90038	(323) 467-5431
19985	ALAGH, CHANDER & PUSHPA (C & P ALAGH CORPORATION)	4220 Eagle Rock Blvd.	90065	(323) 257-4786
20814	DHALIWAL, KARAM SINGH & MANJIT (KMD, INC.)	8363 Foothill Blvd	91040	(818) 353-0321
22381	SINGH, MANVIR (INFINITE C-STORES, INC)	5138 N. Figueroa Street	90042	(323) 257-1784
23949	VARNER, RAYMOND & CAROL	1519 South Bundy Drive	90025	(310) 207-0944
24198	MOTAZEDI, HOUSHANG & MANUJEH (HM MANAGEMENT, INC)	18519 Victory Blvd.	91335	(818) 344-4007
25330	WOLDEMARIAM, DESS & ASSEFA, FASIL	5791 Rodeo Road	90016	(323) 937-2304
26175	SIDHU, HARVINDER	13901 Ventura Blvd.	91423	(818) 986-4238
26874	DHIMAN, JAIPAL K. (SORAV ENTERPRISES)	10690 Balboa Blvd	91344	(818) 363-6153
33028	CHILLAR, JAGDISH S. & MADHU D. (TAPOVAN, INC)	2200 W. Sunset Blvd.	90026	(213) 989-1528
34147	GREWAL, JAGBIR & KAUR, BALWANT	3201 N. Broadway	90031	(323) 342-0129
34341	HANIFFA, MOHAMMED A. (MY STORES, INC)	8243 Sepulveda Blvd.	91402	(818) 672-2121
34761	DHAMI, RANDEEP S. & NAVJOT K.	111 W Pacific Coast Hwy	90744	(310) 830-0051
34911	DHAMI, RANDEEP S. & NAVJOT K.	945 Pacific Coast Hwy	90744	(310) 522-0294
35768	KUMAR, VIJAY & JIGNA (KUMAR & ASSOCIATES INC)	12411 Sheldon Street	91352	(818) 771-0619
36961	JAMMU, KARAMBIR S. & NIMERTA (FLORENCE VENTURES, INC.)	301 East Florence Ave.	90003	(323) 759-9423
37042	SHARMA, RAHUL & RUPA (SHARMA GROUP, INC.)	11255 Normandie ave	90044	(323) 755-7205
39021	SINGH, KASHMIR (KASHMAN, INC.) (BCP)	4930 W. Pico Blvd.	90019	(323) 926-0754
39364	HUSSAIN, KIRAN (BCP)	10690 Laurel Canyon Bl.	91331	(818) 897-5800
39384	SIMMONS, CHARLES & STONER, SUZETTE	1800 E. Olympic Blvd	90021	(213) 627-5008
39456	ALI, SHOUKAT H. (ALI'S ENTERPRISES, INC 2) (BCP)	1916 S. San Pedro Street	90011	(213) 749-6711
39538	LIM, SUN KI (MISK ENTERPRISE, INC.)	5376 Huntington Drive S.	90032	(323) 222-8979
39560	JAMMU, KARAMBIR S. (AJ2, INC.)	5401 S Figueroa St	90037	(323) 758-0711
39624	HAHN, JOHN (4TH & 5 MART, INC.)	2005 East 4th Street	90033	(323) 266-7000
39685	ALI, MOIZ M. (12225 SANTA MONICA BLVD., INC.)	11285 Santa Monica Blvd	90025	(310) 479-5632

REPORT OF GENERAL MANAGER

NO. 15-138

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE – ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS FOR OVERSIGHT OF THE GREEK THEATRE'S OPEN VENUE MODEL (CON-M15-001)

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

\*V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the draft Addendum No. 2 to Request for Proposals for Oversight of the Greek Theatre's Open Venue Model (CON-M15-001); and
2. Authorize the General Manager or designee to make any necessary technical changes consistent with the intent of these actions to administer this request for proposals.

SUMMARY:

The Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park and was officially dedicated in 1929. Since that time, it has provided entertainment and cultural events to the general public and residents of Los Angeles.

On April 15, 2015, the Board of Recreation and Park Commissioners (Board) approved General Manager's Report No. 15-082 authorizing the Department of Recreation and Parks (RAP) to proceed with implementation of an open venue model at the Greek Theatre. On May 4, 2015, a special meeting of the Commission Task Force on Concessions (Task Force) was held to discuss two (2) draft Request for Proposals (RFP), one for Oversight of the Greek Theatre's Open Venue Model and the other for the Operation and Maintenance of the Greek Theatre Food and Beverage Concession.

On May 20, 2015, the Board approved General Manager's Report No. 15-111 authorizing RAP staff to release the two (2) RFPs. On May 27, 2015, the Request for Proposals for Oversight of

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-138

the Greek Theatre's Open Venue Model (CON-M15-001) (Oversight RFP) was released. The Oversight RFP was advertised in the Los Angeles Daily Journal, posted to the Los Angeles Business Assistance Virtual Network (BAVN) and notification letters were sent to interested parties in the Concessions' Unit database.

### DISCUSSION

On June 8, 2015, a mandatory pre-proposal conference and mandatory site walk were held as required by the Oversight RFP. As a result of concerns raised during the conference regarding compliance with the City of Los Angeles' Business Inclusion Program, Addendum No. 1 was issued on June 9, 2015 extending the due date for proposals from June 30, 2015 to July 21, 2015, providing additional time for written questions from potential proposers and requiring the submittal of an electronic copy of a pre-redacted proposal in addition to a hard copy.

Additionally Addendum No. 2 (Exhibit A) provides additional language relating to the estimated number of concerts expected during the 2016 concert season, modifies the minimum required number of business experience years for submission of a proposal and adds protest procedures relating to the Oversight RFP. This protest language will become a standard section in all future request for proposals.

### FISCAL IMPACT STATEMENT

Release of Addendum No. 2 has no impact to the General Fund.

This Report was prepared by Agnes Ko, Senior Management Analyst II, Partnership and Revenue Branch, Concessions Unit.



SYLVIA PATSAOURAS  
PRESIDENT

IRIS ZUÑIGA  
VICE PRESIDENT

LYNN ALVAREZ  
MELBA CULPEPPER  
MISTY M. SANFORD



ERIC GARCETTI  
MAYOR

Attn: Partnerships Division/Concessions Unit  
PO Box 86610  
LOS ANGELES, CA 90086-0610

FAX (213) 202-4311

MICHAEL A. SHULL  
GENERAL MANAGER

EXHIBIT A

June XX, 2015

REQUEST FOR PROPOSALS  
FOR OVERSIGHT OF THE GREEK THEATRE'S  
OPEN VENUE MODEL  
(RFP #CON-M15-001)

***ADDENDUM NO. 2***

The Request for Proposals for Oversight of the Greek Theatre's Open Venue Model (RFP) has been modified as follows:

1. The following change is made to the estimated number of concerts:

"It is anticipated that approximately fifty (50) to seventy (70) concerts will be programmed during the concert season, April 15 through October 31."

This change applies to all sections within the RFP and relevant Exhibits which address the estimated number of concerts during a season.

2. Background and Experience. The following change is made to the minimum qualifying number of years required for business experience only;

"The minimum qualifying number of years in business is fifteen (15) years.

Should a company come forth that meets the minimum qualifications, it may be necessary to hold a second Mandatory Pre-proposal Conference and Mandatory Site Walk for the newly qualified potential proposer. If a second Mandatory Pre-Proposal Conference and Mandatory Site Walk is necessary, the company must contact the Contract Coordinator within fifteen (15) calendar days of the posting date of this addendum."

All other minimum qualifications remain the same. This change applies to all sections within the RFP which addresses the minimum qualifications.



3. The following subsection is added to Section VI. of the RFP:

**D. PROTEST**

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten calendar days after the addendum is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

REPORT OF GENERAL MANAGER

NO. 15-139

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE - OPEN VENUE OPERATING POLICIES & PROCEDURES – BOOKING POLICY, VENUE RENTAL APPLICATION, USER AGREEMENT AND COMMERCIAL PROMOTER INCENTIVE PROGRAM

R. Adams \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

\*V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_



  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the draft Booking Policy, Venue Rental Application, User Agreement; and Commercial Promoter Incentive Program; and
2. Authorize the General Manager or designee to make any necessary technical changes consistent with the intent of these actions to implement these policies.

SUMMARY:

The Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park and was officially dedicated in 1929. Since that time, it has provided entertainment and cultural events to the general public and residents of Los Angeles.

Consistent with previous Board of Recreation and Park Commissioners (Board) approvals and in preparation of the existing exclusive contract expiring on October 31, 2015, Department of Recreation and Parks (RAP) staff has prepared the necessary policies and procedures to operate the facility under an open venue model. The four (4) documents presented in this report will provide an operational framework for RAP, working through an oversight management company, to be contracted later this year. These policies and procedures will enable RAP to achieve the key objectives of providing consistent, safe, quality events for patrons, protecting the Greek Theatre and increasing RAP revenue.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-139

### DISCUSSION:

On April 15, 2015, the Board approved General Manager's Report No. 15-082 authorizing RAP to proceed with implementation of an open venue model at the Greek Theatre. Since then, RAP has met with community stakeholders and industry professionals to develop the operating policies that will serve as the framework for self-operation as an open venue model. These policies and procedures will serve as the standardized rules, regulations, incentives and contracting means for which every concert or event will be booked and run.

On May 26, 2015, a special meeting of the Commission Task Force on Concessions (Task Force) was held to discuss the draft Booking Policy, Venue Rental Application, User Agreement and Commercial Promoter Incentive Program. The Task Force meeting was attended by various stakeholders, including members of the community and industry professionals. RAP staff presented the draft policies to the Task Force and addressed questions from the commissioners and members of the public. RAP staff continued developing the various policies, taking into consideration the commissioners' and public input. The updated draft documents are discussed below.

#### Draft Booking Policy and Draft Venue Rental Application:

The draft Booking Policy (Exhibit A) informs promoters and booking agents about the Greek Theatre's approved venue rental rates, the system for receiving venue rental applications and placing artists holds on the venue calendar on a first come first served basis as well as the system to challenge artists holds on the calendar that have not converted into an executed User Agreement. The draft Venue Rental Application (Exhibit B) is the companion document for promoters and booking agents to submit to RAP to place an artist hold on the venue calendar.

#### Draft User Agreement:

The draft User Agreement (Exhibit C) is the contractual document executed between the promoter or booking agent and RAP and sets forth the contractual obligations between the promoters or booking agent and RAP. Some of the key areas in the draft User Agreement are:

1. Venue rental rates;
2. Event related labor costs;
3. Event staffing level requirements;
4. Start and end times for events, with associated penalties;
5. Insurance and Indemnification Requirements;
6. Sound Level Limits and Monitoring Requirements, with associated penalties that will be designated and set aside for community events at the Greek Theatre; and
7. Compliance with the City's Standard Provisions for City Contracts.



## REPORT OF GENERAL MANAGER

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NO. 15-139

### Draft Commercial Promoter Incentive Program:

The draft Commercial Promoter Incentive Program (Incentive Program) (Exhibit D) is designed to encourage promoters to rent the venue with quality events during a concert season. To begin earning incentives, a promoter must present a minimum of twenty (20) commercial events during the concert season. Once the minimum of twenty (20) commercial events has been achieved, the promoter will earn a one and half percent (1.5%) incentive on the adjusted gross ticket receipts, retroactive to the first event. The adjusted gross ticket receipt is the ticket price, less RAP's Facility Access Fee and Facility Maintenance Fee. Connecting the earned incentive to both the number of events and the adjusted gross ticket receipts establishes an Incentive Program that will drive quality events into the venue. The draft Incentive Program has four (4) tiers, beginning at one and a half percent (1.5%) and capping at three percent (3.0%) of adjusted gross ticket receipts. Funds for the Incentive Program payment to promoters will come from Greek Theatre revenue.

### FISCAL IMPACT STATEMENT

Approval of the draft policies will enable RAP to implement the open venue model at the Greek Theatre to achieve the estimated revenue of Three Million Dollars (\$3,000,000.00) for fifty (50) concerts or events and up to Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) for seventy (70) concerts or events in the 2016 Concert Season.

This Report was prepared by Agnes Ko, Senior Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

**City of Los Angeles**  
**Department of Recreation and Parks**  
**General Booking Policy for the Greek Theatre**

## RESERVATIONS

Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre ("Venue Calendar"). Venue rental applications may be emailed to [INSERT EMAIL ADDRESS], faxed to [INSERT FAX NUMBER], or hand-delivered to the Greek Theatre.

### **A. Reserving and Holding Dates on the Venue Calendar**

To place a hold on the Venue Calendar, an applicant must provide the headlining act name and will be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant's hold will be released and will be placed in the last hold position along with the new headlining act's name.

### **B. Challenge Policy**

An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

Prior to signing the User Agreement, any applicant behind the first hold position may issue a "challenge" to the first date holder's position. The challenger will be required to submit a certified check or a company check made payable to [INSERT MANAGEMENT COMPANY NAME], or electronically transfer funds to [INSERT MANAGEMENT COMPANY NAME] in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the challenge fee. The challenged holder may meet the "challenge" within forty-eight (48) business hours by providing a matching certified check or company check payable to [INSERT MANAGEMENT COMPANY NAME] or electronically transfer funds to [INSERT MANAGEMENT COMPANY NAME], in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger.

If the challenged applicant fails to meet the challenge, the applicant's position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

*Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.*

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

**RENT/DEPOSITS AND FEES**

To issue a User Agreement, the advance or minimum rent is due. A second deposit, which will go against incidentals, such as the House Flat Rate for labor, will be due thirty (30) calendar days prior to the event date. All funds must be paid by a certified check or a company made payable to: [INSERT MANAGEMENT COMPANY NAME] or electronically transferred to [INSERT MANAGEMENT COMPANY NAME]. *Please Note: Multiple Dates require the minimum rent per day.*

Venue Capacity	Commercial Rental Rate (Those organizations promoted and/or sponsored by a commercial group organization)			Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)			Load-In/Out Rate
	Admission Charged Minimum	No Admission Charged vs %	No Admission Charged Minimum	Admission Charged Minimum	No Admission Charged vs %	No Admission Charged Minimum	
5,801	\$25,000	11%	\$35,000	\$7,500	8%	\$5,000	\$2,500

**CANCELLATION**

If the promoter wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter.

**SELECTED VENUE RULES AND REGULATIONS**

Presenter is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by the Department but in no case shall a performance extend past 11:00 PM. The Department reserves the right to cut power to any performance past 11:00 PM. A ten (10) minute warning will be given to the User prior to the agreed upon ending time. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

**INSURANCE**

Insurance is required. The Required Insurance and Minimum Limits, Exhibit A, identifies the requirements. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker's use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

**TICKETING**

Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. Prior to ticket distribution, all complimentary tickets must be marked as such on both portions of the ticket stubs; otherwise, they will be counted as "sold" and the Facility Access Fee and Facility Maintenance Fee will be collected.

**ADVERTISING**

Advertising must not take place before the advance deposit is received and the User Agreement has been executed.

DRAFT



### Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: Greek Theatre User Agreement

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** \_\_\_\_\_ \$5,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance** \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA**<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.



5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**City of Los Angeles  
Department of Recreation and Parks  
Greek Theatre Venue Rental Application**

**EVENT INFORMATION**

Name of (Title) Event: \_\_\_\_\_

Purpose/Description of Event: \_\_\_\_\_

Date (s) (1<sup>st</sup> Choice): \_\_\_\_\_ Time: \_\_\_\_\_

Date (s) (2nd Choice): \_\_\_\_\_ Time: \_\_\_\_\_

Date (s) (3rd Choice): \_\_\_\_\_ Time: \_\_\_\_\_

Load-in Date and Time(s): \_\_\_\_\_

Rehearsal Date and Time(s): \_\_\_\_\_

Tech Date and Time(s): \_\_\_\_\_

Load-Out Date and Time(s): \_\_\_\_\_

Anticipated Number of Attendees: \_\_\_\_\_

**CONTACT INFORMATION**

Contracting Organization ("Presenter"): \_\_\_\_\_

Address of Contracting Organization: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Company Website: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Entity is a (an):  Corporation  Partnership  Individual 

Contracting party must be actively registered with the California Secretary Of State's Office before a contract is issued. Please click on the link to complete registration: [www.SOS.CA.GOV](http://www.SOS.CA.GOV)

Name of Applicant/Contact: \_\_\_\_\_

Telephone (main): \_\_\_\_\_ Telephone (second): \_\_\_\_\_

Email: \_\_\_\_\_

Other Pertinent Info/Notes: \_\_\_\_\_



**City of Los Angeles  
Department of Recreation and Parks  
Greek Theatre Venue Rental Application**

**INSURANCE**

Please give below the name and contact information of the insurance firm that will provide insurance coverage including Worker's Compensation and Employer's Liability (including Disability benefits). The Required Insurance and Minimum Limits identifying the requirements and the Instructions and Information on Complying with City Insurance Requirements were included with the General Booking Policy. Please provide both to your insurance agent or broker. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

Broker's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

[INSERT MANAGEMENT COMPANY INFORMATION]

**ARTIST INFORMATION/REFERENCES**

Please list the names of principal participants, artist, performers, or speakers in your program.

Artist 1: \_\_\_\_\_

Artist 2: \_\_\_\_\_

Artist 3: \_\_\_\_\_

Artist 4: \_\_\_\_\_

Artist 5: \_\_\_\_\_

Artist 6: \_\_\_\_\_

**PROMOTER/PRESENTING ENTITY REFERENCES**

Please list the names and contact information for three (3) venues where the contracting entity has presented in the past year.

**City of Los Angeles  
Department of Recreation and Parks  
Greek Theatre Venue Rental Application**

Venue 1: \_\_\_\_\_

Venue 1 Contact (Name/Phone): \_\_\_\_\_

Venue 1 Name of Event: \_\_\_\_\_

Venue 1 Date(s) of Event: \_\_\_\_\_

Venue 2: \_\_\_\_\_

Venue 2 Contact (Name/Phone): \_\_\_\_\_

Venue 2 Name of Event: \_\_\_\_\_

Venue 2 Date(s) of Event: \_\_\_\_\_

Venue 3: \_\_\_\_\_

Venue 3 Contact (Name/Phone): \_\_\_\_\_

Venue 3 Name of Event: \_\_\_\_\_

Venue 3 Date(s) of Event: \_\_\_\_\_

**BANKING INFORMATION**

Please give the name of Presenter's current bank, address, phone number, and banking official's contact information.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

*It is hereby agreed to by the person/organization ("Presenter") requesting the use of this venue that no information publicity of any nature relating to the proposed event may be announced or released in any manner until the standard User Agreement is executed between City and Presenter, and the required deposit has been paid. Furthermore, presenter hereby represents a full accurate and complete disclosure of all information has been made and above statements and information are true and correct. Presenter hereby gives permission to the*

**City of Los Angeles  
Department of Recreation and Parks  
Greek Theatre Venue Rental Application**

*City of Los Angeles Department of Recreation and Parks and its agents to contact any of the above named entities as personal and/or business references.*

By (Signature): \_\_\_\_\_ Today's Date: \_\_\_\_\_

For [Insert Name of Presenter]: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Greek Theatre  
User Agreement**

This User Agreement No. \_\_\_\_\_ is made and entered into this day \_\_\_\_\_ of \_\_\_\_20\_\_ by and between the City of Los Angeles, a municipal corporation, acting through its Department of Recreation and Parks ("Department") and [INSERT USER NAME AND ADDRESS] (hereinafter referred to as the "User").

**WITNESSETH:**

**SECTION 1. Permitted Premises and Term**

For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, the Department hereby grants a Right of Entry and leases to the User, the Greek Theatre, located at 2700 North Vermont in Griffith Park, Los Angeles, California but expressly excepting any rights to all parking lots, except for the allotted parking spaces provided in Section 3 of this Agreement.

The term of this User Agreement is for the following day or days **only** and the period during each day as shown:

[INSERT DATES AND TIME, INCLUDING LOAD-IN DATE, IF NECESSARY]

**SECTION 2. Event Information**

The User shall have the right to occupy and use the venue for the following event and no other, and the tenancy shall not be assigned or sublet.

[INSERT HEADLINER ARTIST NAME]

**SECTION 3. Rental Rates**

For each performance the rental rate shall be either eleven percent (11%) of the gross gate receipts (less applicable taxes) or the minimum rental rate of Twenty-Five Thousand Dollars (\$25,000.00), whichever is greater. In no event shall the maximum rental rate for each performance exceed Thirty-Five Thousand Dollars (\$35,000.00). Should the same artist have multiple performances on the same day, the rental rate for each subsequent performance on the same day shall be at a flat rate of Fifteen Thousand Dollars (\$15,000.00) per subsequent performance.

These minimum rental rates shall apply for all contracted days, inclusive of "dark" days. Additionally, a fixed charge of Two Thousand Five Hundred Dollars (\$2,500.00) will be assessed for every move in and move out day that does not occur on the performance



day. The advance deposit for this engagement is Twenty-Five Thousand Dollars (\$25,000.00).

Rental rate includes a total of twenty-five (25) parking spaces for vehicles and artists' tour buses. Each additional parking space is Twenty-Five Dollars (\$25.00).

Move-in and move-out dates not otherwise specified in this User Agreement must be arranged for prior thereto with the Department, and will be subject to availability of the premises and the User paying all costs incident thereto. If a definite booking of a rehearsal date or move-in or move-out date is requested by the User and agreed to by the Department, the User shall pay Two Thousand Five Hundred Dollars (\$2,500.00) for each such reserved date in addition to all costs incident thereto. The Load in for any performance shall not occur prior to 7:00 AM.

Venue	Capacity	Commercial Rental Rate (Those organizations promoted and/or sponsored by a commercial group organization)		Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)		Load-In/Out Rate	
		(A) Admission Charged Minimum vs %	(B) No Admission Charged Minimum	(C) Admission Charged Minimum vs %	(D) No Admission Charged		
Greek Theatre	5,801	\$25,000	11%	\$35,000	\$7,500 8%	\$5,000	\$2,500

## SECTION 4. Fees

### A. Commercial Rental Rate, with Admission Charged (A):

In addition to the rental rate in the table above, the User agrees to reimburse the Department for any and all labor utilized for this event at a House Flat Rate of Twenty-Five Thousand Dollars (\$25,000.00). The House Flat Rate includes labor costs for ushers, ticket takers, security, cleaning, Police, Emergency Medical Services and box office staff and leasing costs associated with the house sound and lighting. The House Flat Rate expressly excludes the costs of Stage Hands and private security employed for personal protection of Artists or not related to public safety.

The House Flat Rate covers the event with doors opening at 6:30 PM and the performance ending no later than 11:00 PM. Additional labor costs of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per half (1/2) hour will apply for earlier door opening times prior to 6:30 PM

The User shall file with the Department, at least ten (10) days prior to holding the event as herein stated, a full and detailed outline of all facilities required, all stage requirements,

the chair set up and such other information required by the Department concerning said event. The Department shall determine the minimum number of, and use of, ushers, ticket takers, security, cleaning, Police, Emergency Medical Services and box office staff who will be employed to handle and govern the conduct of all in attendance at the function conducted by User. Should it be determined that these requirements exceed the House Flat, additional charges may apply.

For each contracted day, any additional security required shall be at the User's expense during non-performance hours.

Incidental expense billings may be subject to an eighteen percent (18%) per annum interest charge if not paid within thirty (30) days of invoice billing. The Department will have access to ticketing information on this event regarding attendance and dollars.

A Seven Dollar (\$7.00) Facility Access Fee must be added to the price of each ticket sold. A Five Dollar (\$5.00) Facility Maintenance Fee must be added to the price of each ticket sold. These fees shall be paid to the Department.

Complimentary tickets are to be marked as such on both portions of the ticket stub. Any tickets not marked accordingly will be counted as "sold" and the Facility Access Fee ("FAS") and Facility Maintenance Fee ("FMF") will be collected.

B. Commercial, with no admission charged (B) and Community Rental Rates (C) & (D):

In addition to the rental rates in the table above, the User agrees to reimburse the Department for any and all labor costs for ushers, ticket takers, security, cleaning, Police, Emergency Medical Services and box office staff and leasing costs associated with the house sound and lighting. These costs will be determined on an event by event basis.

All fees due to the Department must be remitted to:

[INSERT MANAGEMENT COMPANY NAME AND ADDRESS]

The User also shall pay to the Department, on demand, such other and further sums as may become due the Department on account of special facilities, equipment and material, or extra services furnished or to be furnished by the Department at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. Such extra services or facilities to be paid include, but are not limited to, labor required for User's use of facilities such as stagehands, public address operators, ushers, ticket takers, guards, administrative charges on labor, and service charges (if used) for special equipment required in the setting up, operation and striking of the event. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due the Department under the terms of this User Agreement, then the Department may apply the proceeds of said certified check,

company check, electronic fund transfer or draw upon the letter of credit (See Section 7. Deposits below) in settlement thereof.

User agrees to pay promptly all taxes, excise, or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses, Municipal, State, or Federal, required for the usage herein permitted, and further agrees to furnish the Department, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to and showing that all required permits and licenses are in effect. Appropriate records shall be maintained and made available upon request by Department.

Time is of the essence with reference to all payments. Any extra time desired by User not provided for by this User Agreement must be first allowed and approved in writing by the Department and must be paid for in accordance with the schedule of fees.

### **SECTION 5. Rules & Regulations**

It is understood and agreed that the Department hereby reserves the right to control and manage the Greek Theatre and to enforce all necessary and proper established rules for the management and operation of the same and for its authorized representatives to enter the portion of the Greek Theatre, hereby demised to the User, at any time and on any occasion, provided that the Department and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during the sound checks and in private hospitality areas and dressing rooms). The Department also reserves the right, but not the duty, through its duly appointed representatives, to safely and reasonably eject any objectionable person or persons from the premises and the User hereby waives any and all claims for damages against the Department or any and all of its officers, agents or employees resulting from the exercise of this authority. The Department reserves the right to manage and control all parking facilities on the Greek Theatre property or leased by the Department at all events held at the Greek Theatre. Notwithstanding the foregoing, the Department will make such parking facilities available to event patrons during the User's event (at such prices determined by the Department).

The standard door opening at the Greek Theatre shall be one and a half (1 ½) hour prior to the advertised start time of the show; this may be adjusted as necessary with advance notice by the User to the Department but may be subject to additional fees.

Performances must end no later than 10:30 PM, unless prior written permission has been granted by the Department but in no case shall a performance extend past 11:00 PM. The Department reserves the right to cut power to any performance past 11:00 PM. A ten (10) minute warning will be given to the User prior to the agreed upon ending time. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

If rigging is required for this event; it must meet the EXHIBIT Number XX specifications and be approved by the Department.

Special stage effects involving pyrotechnic displays (including fireworks and flash powders) are prohibited except by special fee City permit from the Fire Prevention Bureau (see attached EXHIBIT Number XX). If a pyrotechnical is required, arrangements must be made through the Los Angeles Fire Department at the User's expense. Determination of the necessity or advisability of using police, fire and paramedic personnel shall be solely within the judgment of the safety levels as determined by the Department, Los Angeles Police Department, and Los Angeles Fire Department.

User shall use and occupy said premises in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, and rules and regulations pertaining to the City of Los Angeles Department of Recreation and Parks and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities as may be in force and effect during the tenancy. User shall not use said premises or any part thereof for the operation of a checkroom, for the possession, storage, or sale of liquor (except with the permission of the Department and according to law), or for any unlawful or improper purpose or in any manner so as to injure persons or property in, on, or near the premises. User shall not do any act or suffer any act to be done during the term of this User Agreement which will in any way mark, deface, alter or injure any part of the Greek Theatre.

All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including, hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.

Department will be responsible for traffic control working in conjunction with the City's Department of Transportation (DOT).

The Department assumes no responsibility whatsoever, for any property placed in said premises, and said Department is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this User Agreement. All watchmen or other protective service desired by the User must be arranged for by special agreement with the Department. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Greek Theatre, either prior to, during, or subsequent to the use of the demised premises by the User. The City and its officers, agents, and employees shall act solely for the accommodation of the User and neither the City nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.



The Department shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by User shall, after a period of thirty (30) days from the last day of tenancy hereunder, be deemed abandoned and at the Department's sole option, become the property of the Department, without further notice.

In the event any portion of the Greek Theatre hereby demised to User is not vacated at the end of the term of this rental, then the Department shall be and is hereby authorized to remove articles from said premises, at the expense of the User. The Department shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of same and the City, its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. The Department will notify User of any equipment or articles inadvertently left by the User and provide User with a reasonable opportunity to remove same prior to removal or disposal by the Department. Upon termination of this User Agreement, the User will deliver to the Department the premises demised in as good condition and repair as the same shall be found at the beginning of the term of this Agreement, except for normal wear and tear.

Notwithstanding exclusivity granted to Contractor by the terms of this Agreement, the City in its discretion may require Contractor, without any reduction in rent or other valuable consideration to Contractor, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

#### ADA – Americans with Disability Act Requirements:

The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act (“ADA”) and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010 and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors and walkways. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticketing, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. User and User's ticketing company shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities: 1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold; 2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or 3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category. User represents that it has viewed or otherwise apprised itself that such access to the premises and common areas and accepts such access, common areas and other conditions of the premises as adequate for User's responsibilities under the ADA. User shall be responsible for ensuring that the space rented by City to User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the performance produced by the User. User shall be responsible for any violations of the ADA that arise from User's reconfiguration of the seating areas or modification of other portions of the premises in order to accommodate User's engagement. User shall be responsible for providing auxiliary aids and services that are ancillary to its production and for ensuring that the policies, practices and procedures it applies in its production are in compliance with the ADA.

#### **SECTION 6. Ticketing Agent and Tickets**

The User will select the Ticketing Agent for this performance. The selected Ticketing Agent must have systems infrastructure at the Greek Theatre to manage ticket sales for this performance and to provide the required reports for each performance in a timely manner as determined by the Department. The Ticketing Agent is required to bear all costs for installing and maintaining the necessary equipment and infrastructure to provide ticketing services.

The User shall provide the Department with an authenticated ticket manifest showing the number and types of tickets printed. The User is also accountable for reporting unsold tickets and providing them for verification on request of the Department. The User shall be responsible for ticket security; therefore, any tickets lost, stolen, or missing shall be considered as sold for purposes of computing gross revenues and the Facility Access Fee and Facility Maintenance Fee. Complimentary tickets shall be properly documented and deducted separately by specific quantities from the report of tickets sold.

The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the demised area than can be properly and safely seated and move about in said area, and the decision of the General Manager in this respect shall be final. Maximum allowable capacity is 351 (General Admission) and 5,801 Reserved. The reserved seating number is subject to change based on required seat kills.

## **SECTION 7. Security Deposit**

The User shall furnish to the Department a certified check or company check payable to the [INSERT MANAGEMENT COMPANY NAME], or electronically transfer funds to [INSERT MANAGEMENT COMPANY NAME] or maintain an irrevocable letter of credit for the concert season from a bank, or other security acceptable to the Department, in the amount of One Hundred Thousand Dollars (\$100,000.00) guaranteeing performance of all the provisions of this User Agreement, including the anticipated indebtedness of the User to the Department, any debts, accounts, and amounts as may accrue beyond the guaranteed minimum rent, and payment of all claims for injuries to persons or property including the personnel, equipment used, damages to police equipment, uniforms, property of concessionaires, advertisers, other Users, security and maintenance firms, etc. A letter of credit must be in a form acceptable to the Department and be capable of being drawn for a minimum of ninety (90) days following the last date of tenancy. Said certified check or company check or electronic fund transfer or letter of credit shall be delivered to the Department at least ten (10) days prior to the opening date of the event. Any proceeds remaining after the settlement of the amount owed Department will be returned to the User.

## **SECTION 8. Broadcasting & Advertising Rights**

This User Agreement includes rights to broadcast from The Greek Theatre. Broadcast is defined as the "The dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, down loads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known." All such rights are expressly granted to and and/or reserved by the Department. The Department authorizes the right to broadcast this event, and a separate location release will be issued for this engagement.

This User Agreement does not include any advertising rights pertaining to the venue in favor of the User. The Department retains all rights to sell or lease advertising on the premises, and to determine whether any incidental display of products, logos, etc., may conflict with the Department's rights. The Department shall not permit any display on the premises of an objectionable nature, in the sole and absolute discretion of the Department.

The Department further reserves the right to make photographs, Audio and Video Recordings in the Amphitheatre at its option to use for customary advertising and publicity, subject to a required approval(s) from the performing artist.

Except for announcement of upcoming concerts at the Greek Theatre, or events in which User is promoting or advertising for artists performing at the event, the User shall not distribute fliers, brochures, petitions, surveys or literature of any kind nor sell or cause to be sold or sampled pamphlets, novelties, curios, souvenirs, or similar items at or in the Greek Theatre, except with the permission of the Department.

## **SECTION 9. Sound & Lighting**

The Department will provide basic house sound and lighting systems at the venue. The User will be responsible for providing any additional sound and lighting systems required for the event.

During the performance, [INSERT MANAGEMENT COMPANY NAME] will work in conjunction with the User to monitor sound levels. Sound levels that exceed 95dBA, sustained over any three (3) minute interval, the User will be given a warning to lower the sound. If additional violations occur, monetary penalties shall apply as set forth below. A noise monitoring data report showing sound readings each minute shall be generated at the conclusion of each performance. At the end-of-show settlement, the noise monitoring data report will be used to document all violations of the sound level limit that occurred during the performance. If any violations occurred, the following penalties shall apply:

First Offense: Shall be a warning during the performance to lower sound levels to 95dBA.

Second Offense: Shall be a Five Thousand Dollar (\$5,000.00) fine.

Third Offense: Shall be a Seven Thousand Five Hundred Dollar (\$7,500.00) fine.

Subsequent Offenses: Shall be Ten Thousand Dollars (\$10,000.00) per violation.

## **SECTION 10. Department Staffing**

The Department agrees to furnish at no extra charge to the User, the following services as may be required for the use of the Greek Theatre for said purpose: General house sound and lighting, the services of the venue oversight management staff and parking lot attendants. The User understands and agrees that during the term of this User Agreement other productions or events may be held in other parts of the Greek Theatre, which are not included in this User Agreement, and shall not unreasonably interfere with the activities of this User Agreement.

## **SECTION 11. Food and Beverage**

The User shall not sell or cause to be sold items of food or drink at or in the Greek Theatre. Food and beverage sales are in the exclusive rights of the City of Los Angeles Department of Recreation and Parks. The Department must approve sampling requests, such approval not to be unreasonably withheld if they are made at the request of artist's tour sponsors. The artist(s) may travel with a tour caterer and shall pay no buy-out for such right.

## **SECTION 12. Artists Merchandise Sales**

With regard to artists merchandise sales, in the event that such sales are permitted, the User must arrange for the Concessionaire to handle sales on behalf of the artists. The percentages from artists merchandise sales are determined between the artists and the



Concessionaire. Neither User nor Department will receive any monetary benefits from the sale of artists' merchandise.

Concessionaire may be contacted at: [INSERT FOOD AND BEVERAGE CONCESSIONAIRE]

### **SECTION 13. Notices**

Any notice or communication which the Department may desire to give the User shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail or by a nationally recognized courier (e.g., FEDEX, UPS, etc.) addressed to the User as specified on Page One hereof, or at the latest address submitted therefore by the User in writing to the Department, or left at such address or delivered to the User's representative. The time of rendition of such notice or communication shall be deemed to be the time when the same is mailed, left, or delivered as herein provided. Any notice from the User to the Department shall be validly given if sent by registered or certified mail addressed to the [INSERT GREEK THEATRE MANAGER NAME AND MANAGEMENT COMPANY NAME].

### **SECTION 14. Legal Authority**

User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this User Agreement. The person or persons signing and executing this User Agreement on behalf of User, do hereby warrant and guarantee that he/she or they have been fully authorized by User to execute this User Agreement on behalf of User and to validly and legally bind User to all the terms, performances, and provisions herein set forth:

- A. Standard Provisions for City Contracts (Rev. 3/09), excluding PSC-33 and PSC-34.
- B. Insurance Requirements Form
- C. [INSERT ADDITIONAL EXHIBITS AS NEEDED, SUCH AS RIGGING OR SPECIAL EFFECTS APPROVALS/PERMITS]

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this User Agreement to be executed on its behalf by its duly authorized Department of Recreation and Parks, and User has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Recreation and Parks:

**BY:** \_\_\_\_\_  
**General Manager or Designee**

**DATE:** \_\_\_\_\_

[INSERT USER NAME]

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BTRC:** \_\_\_\_\_

**APPROVED AS TO FORM:**  
**MICHAEL N. FEUER, City Attorney**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**City Attorney**

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

- CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.
4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
  5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
  6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
  7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of



this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not



discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars



(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.



5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.



**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS****CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake



self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<u>Limits</u>
<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<b>WC</b> <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	<b>EL</b> _____

<b>General Liability</b>	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

<b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	

<b>Pollution Liability</b>	
<input type="checkbox"/> _____	

<b>Surety Bonds</b> – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<b>Crime Insurance</b>	_____

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: Greek Theatre User Agreement

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits				
<hr/>					
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">WC <u>Statutory</u></td> </tr> <tr> <td></td> <td style="text-align: right;">EL <u>\$1,000,000</u></td> </tr> </table>		WC <u>Statutory</u>		EL <u>\$1,000,000</u>
	WC <u>Statutory</u>				
	EL <u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act					
<hr/>					
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$5,000,000</u>				
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>					
<hr/>					
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>				
<hr/>					
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____				
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>					
<hr/>					
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____				
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake <span style="margin-left: 200px;"><input type="checkbox"/></span>					
<hr/>					
<input type="checkbox"/> <b>Pollution Liability</b>	_____				
<hr/>					
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	<u>100% of the contract price</u>				
<input type="checkbox"/> <b>Crime Insurance</b>	_____				
<hr/>					
<b>Other:</b> _____					
_____					
_____					
_____					
_____					

**City of Los Angeles  
Department of Recreation and Parks  
2016 Commercial Incentive Program**

The following is a term sheet that would allow for a Promoter/Agent ("User") renting the Greek Theatre ("Greek Theatre") for the presentation of commercial concerts to receive an incentive for those events in 2016. In order to qualify for this program, the User must enter into a contract, in a form acceptable to the City of Los Angeles Department of Recreation and Parks ("Department"), reflecting the terms described below, and other provisions standard in City contracts.

Qualifying Events:

A User must present a minimum of twenty (20) commercial events before an incentive is earned.

Additional Terms:

1. This program is limited to ticketed commercial events and is not applicable to events booked under the Community Rental Rates.
2. Each performance is considered a separate event if it meets the above requirements where a performance has a discrete audience for a discrete period of time in which a ticket is used for admittance.
3. The Greek Theatre User Agreement shall only have one User named and only the agreements with said User shall be counted toward the required number of qualifying events.
4. All other rental terms as defined by Department apply including the terms in the standard User Agreement.
5. This is the only form of commercial incentive program recognized by the Department. The Department will review the incentive program requirements on an annual basis and retains the right to modify the incentive program in the future as it sees fit in the best interests of the Department, subject to rights under an existing contract.



**City of Los Angeles  
Department of Recreation and Parks  
2016 Commercial Incentive Program**

**Incentive Payment Schedule:**

Minimum number of qualifying events is twenty (20) in the concert season. Incentives are retroactive to the first qualifying event once the minimum twenty (20) commercial events have been achieved. Incentive payment will be calculated as a percentage of the adjusted gross ticket sales. The adjusted gross ticket sales is the amount of the total tickets sold less the Department's Facility Access Fee and Facility Maintenance Fee. Incentive calculations apply only to one specific incentive tier and are not retroactive to prior incentive tiers.

<b>Incentive Tier</b>	<b>Number of Commercial Events</b>	<b>Incentive Percentage</b>
Qualify Events	1 - 20	1.5% of Adjusted Gross Ticket Sales
One	21 - 30	2.0% of Adjusted Gross Ticket Sales
Two	31 - 40	2.5% of Adjusted Gross Ticket Sales
Three	41 +	3.0% of Adjusted Gross Ticket Sales

REPORT OF GENERAL MANAGER

NO. 15-140

DATE June 18, 2015

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – APPROVAL OF CONCEPTUAL PARK DESIGN FOR THE HABITAT RESTORATION AND GREENING PROJECT; MEMORANDUM OF AGREEMENT WITH NORTH EAST TREES; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

<i>for</i>	R. Adams	<u>                    </u>	V. Israel	<u>                    </u>
	*R. Barajas	<u>CBP</u>	K. Regan	<u>                    </u>
	H. Fujita	<u>                    </u>	N. Williams	<u>                    </u>

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual design for the Ascot Hills Park Habitat Restoration and Greening Project, as described in the Summary of this Report and shown on Exhibit A;
2. Approve the proposed Memorandum of Agreement with North East Trees, substantially in the form on file in the Board Office, specifying the terms and conditions of each party for the design, construction and maintenance of the proposed Project subject to the approval of the Mayor, City Council, and City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
4. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and
5. Direct Department staff to work with staff from the Department of Water and Power to seek an amendment to extend the Lease Agreement issued to RAP for the operation and maintenance of Ascot Hills Park to satisfy the twenty (20) year site control requirements

## REPORT OF GENERAL MANAGER

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of the Urban Greening for Sustainable Communities Grant Program grant awarded to North East Trees; and,

### SUMMARY:

Ascot Hills Park is a 92.44 acre park located at 4371 Multnomah Street in Northeast Los Angeles (Exhibit A). It is an unstaffed park that contains a parking lot, restroom facilities, outdoor classrooms, and nature trails. The park has been developed on land owned by the City of Los Angeles, Department of Water and Power (LADWP). The Department of Recreation and Parks (Department) currently operates and maintains the property through a twenty (20) year lease agreement with DWP which was executed in 2010.

In 2013, North East Trees, a non-profit community-based organization, submitted the Ascot Hills Park Habitat Restoration and Greening Project grant application for funding under the State of California Strategic Growth Council's Urban Greening for Sustainable Communities Grant Program.

North East Trees was founded in 1989 to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. Their projects throughout the years have included design, construction, planting, and maintenance of parks, greenbelts, watershed revitalization projects, and storm water cleanup and infiltration projects. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work collaboratively to successfully transform them into safe, inviting and healthful areas.

The proposed project's concept is to enhance about forty (40.0) acres of Ascot Hills Park through the restoration of about fourteen (14.00) acres of native habitat; the creation of two (2) natural storm water infiltration areas by constructing swales, berms, and infiltration basins along the natural topography of the park; the planting of about nine hundred fifty (950) trees and 5,000 shrubs; and, the installation of interpretative signage. The project is designed to help restore the native flora of Ascot Hills Park, attract native fauna back to the park, capture storm water runoff and allow for natural infiltration, and improve air quality through the planting of native plants and trees throughout the park (Exhibit B).

Recently, North East Trees was notified that their grant application was approved and they would have to provide certain documentation in order to begin drawing upon the grant award to begin the design process. The grant amount awarded to North East Trees totaled \$989,000.00. The total project cost for the proposed project is \$1,651,486.00. In addition to the State Grant, North East Trees has also been awarded a \$100,000.00 Los County Tree Planting Grant and a \$150,000.00 CALFIRE Demonstration Raingarden Grant. They are also contributing \$161,120.00 worth of In-kind services and materials. The Department, as a supporter of this

REPORT OF GENERAL MANAGER

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NO. 15-140

endeavor, is contributing \$251,366.00 worth of In-kind services spread out through the initial design phase and maintenance services during the service payback period of twenty (20) years.

In order for North East Trees to begin the design process and avail of the funding awarded through the grant, the Board needs to make a CEQA determination on the proposed project. The Board will also need to approve the proposed Memorandum of Agreement (MOA) with North East Trees that specifies and indicates the terms and obligations of each party for the design, construction and maintenance of the proposed Project. As indicated in their grant application, North East Trees complete all the design and construction of the proposed project. The Department will provide assistance and cooperate in the design process and will maintain the improvements during the service payback period.

As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve this report, Department staff will work with DWP staff on obtaining this amendment.

Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore, the project will not have significant effect on the environment with the use of standard environmental mitigation measures to protect unanticipated archaeological resources and existing biological resources, and is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of the project.

FISCAL IMPACT STATEMENT:

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report prepare by Cid Macaraeg, Sr MA II, Planning, Construction and Maintenance Branch.



# Ascot Hills Park

**Project Site**



Huntington Drive North

Eastern Avenue

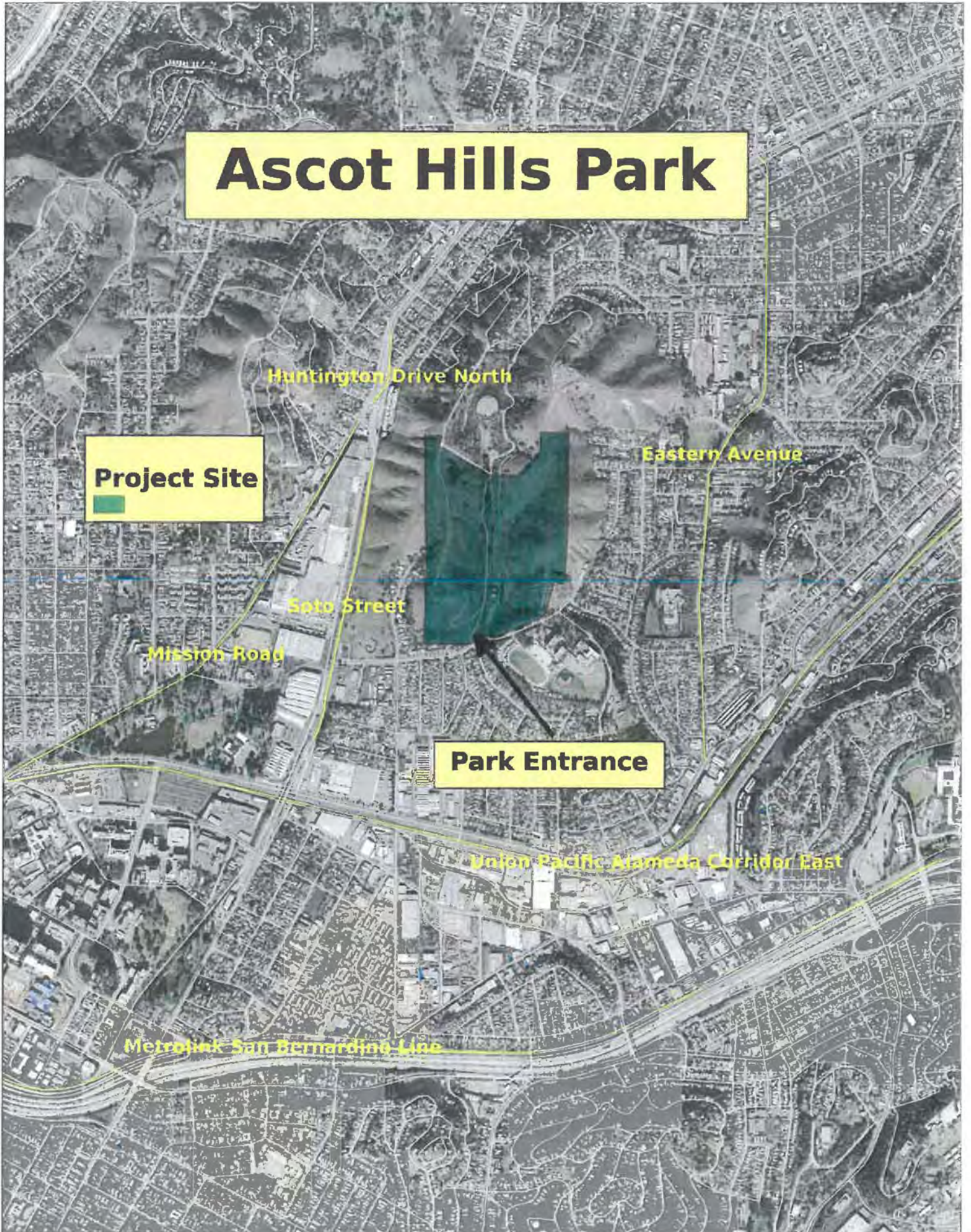
Soto Street

Mission Road

**Park Entrance**

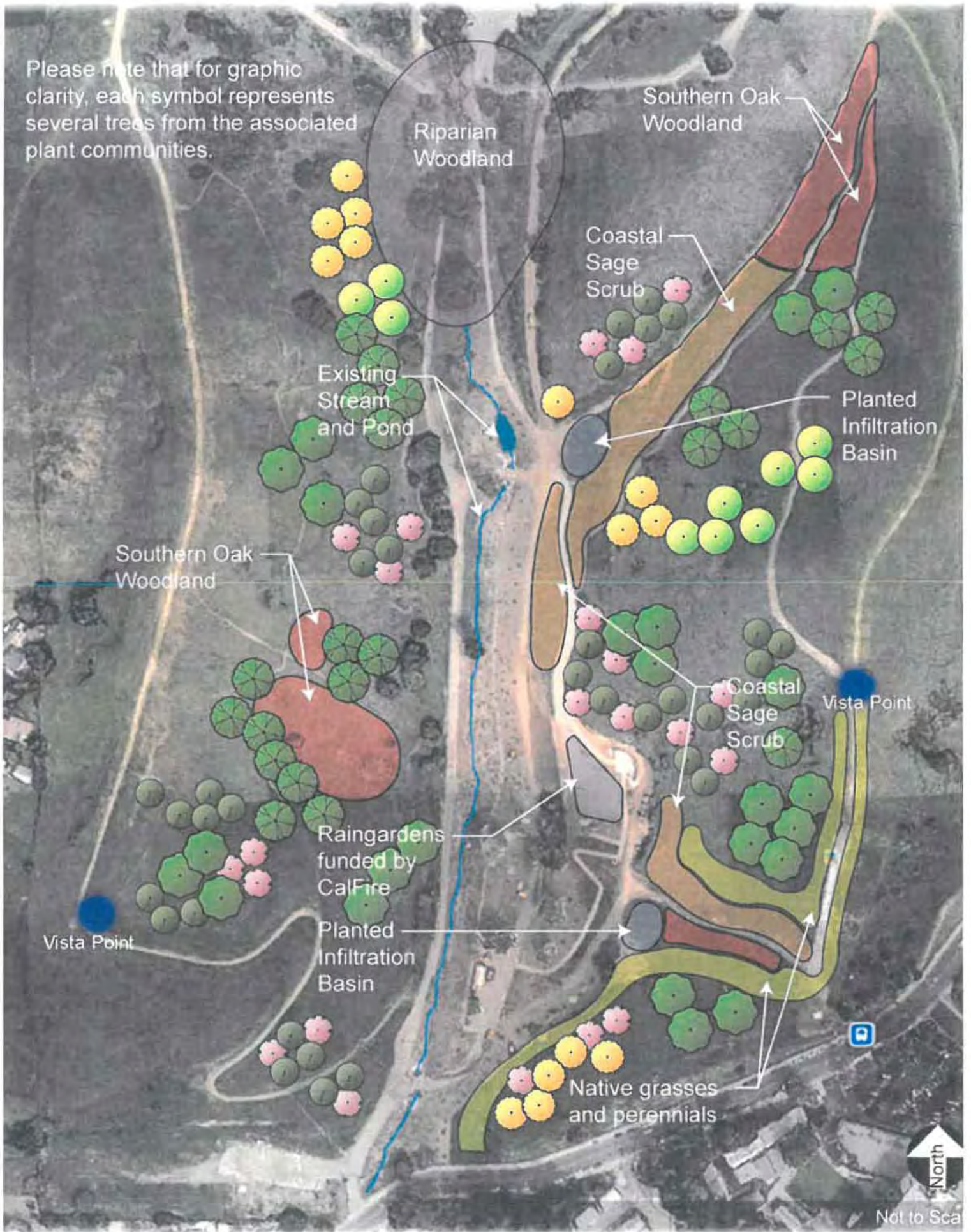
Union Pacific Alameda Corridor East

Metrolink San Bernardino Line





Please note that for graphic clarity, each symbol represents several trees from the associated plant communities.



Riparian Woodland

Southern Oak Woodland

Coastal Sage Scrub

Existing Stream and Pond

Planted Infiltration Basin

Southern Oak Woodland

Coastal Sage Scrub

Vista Point

Raingardens funded by CalFire

Planted Infiltration Basin

Vista Point

Native grasses and perennials



Not to Scale



REPORT OF GENERAL MANAGER

NO. 15-141

DATE June 18, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHATSWORTH PARK SOUTH – REHABILITATION PROJECT (PRJ20361)  
(W.O. #E170331F) – REVIEW OF BIDS AND AWARD OF CONTRACT

R. Adams _____	V. Israel _____
<i>for</i> R. Barajas <u>CSD</u>	K. Regan _____
H. Fujita _____	N. Williams _____

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Find American Integrated Services, Inc., with a base bid of \$6,295,000.00, to be the lowest responsive and responsible bidder for the Chatsworth Park South – Rehabilitation Project (PRJ20361) (W.O. #E170331F);
2. Award the contract to American Integrated Services, Inc., for a total award amount of \$6,295,000.00, all according to the plans and specifications;
3. Subject to approval by the Mayor, authorize the appropriation of \$2,500,000.00 in Fund 302, Department 88 from the Unreserved and Undesignated Fund Balance to Fund 205, Department 88, Account Number 88LMC1 – Chatsworth Park South;
4. Authorize the General Manager, his designee or the Department’s Chief Accounting Employee to transfer \$2,500,000.00 from the Unreserved and Undesignated Fund Balance to Grants Fund 205, Department 88, Account Number 88LMC1 – Chatsworth Park South;
5. Approve the allocation of \$2,500,000.00 from Fund 205, Department 88, Account 88LMC1 for the Chatsworth Park South Rehabilitation Project (PRJ20361), as described in the summary of this report;

REPORT OF GENERAL MANAGER

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6. Authorize the Department’s Chief Accounting Employee to encumber funds, in the amount of \$6,295,000.00, from the following fund and account numbers, under the awarding authority of this Board Report;

<u>FUND SOURCES</u>	<u>FUND/DEPT/ACCT. NO.</u>	<u>ENCUMBRANCE AMOUNT</u>
Proposition K – FY2012-13	43K/10/10J856	\$ 50,000.00
Proposition K – FY2013-14	43K/10/10K856	\$ 850,000.00
Proposition K – FY2013-14	43L/10/10K856	\$ 200,000.00
Proposition K – FY2014-15	43K/10/10L856	\$ 100,000.00
CIEP – FY2013-14	100/54/00K757	\$ 1,200,000.00
CIEP – FY2014-15	100/54/00L100	\$ 471,919.00
CIEP – FY2014-15	100/54/00L757	\$ 400,000.00
Sites and Facilities <sup>(1)</sup>	209/88/TBD	\$ 2,000,000.00
Grant Funds	205/88/88LMC1	\$ 1,023,081.00
<b>TOTAL</b>		<b>\$ 6,295,000.00</b>

Notes:

- (1) Sites and Facilities Funds adopted by the City Council on June 2, 2015 in the Year End Financial Status Report for Fiscal Year 2015-16 (Council File No. 14-0600-S260).
7. Authorize the Board President and Secretary to execute the contract subject to approval by the City Attorney as to form; and,
8. Authorize the Department’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of the transactions in this Report.

SUMMARY:

The Chatsworth Park South Rehabilitation Project is located at 22360 West Devonshire Street in the Chatsworth community of the City. On February 14, 2008, Chatsworth Park South was closed to the public due to suspected lead and other contaminants from a former skeet and trap firing range that was part of the park property prior to the acquisition by the Department of Recreation and Parks (RAP) in 1966. The contamination was subsequently substantiated by a required Preliminary Endangerment Assessment (PEA) performed by the RAP under a Voluntary Clean-up Agreement (VCA) with the local office of the California Department of Toxic Substances Control (DTSC).

On June 5, 2013, the Board of Recreation and Park Commissioners (Board) approved the DTSC-approved Chatsworth Park South Remedial Action Plan (Report No. 13-155). The Preferred Remedial Alternative of the Remedial Action Plan (Alternative 3), the Capping Alternative, was also approved for the capping of contaminated soil in place with an engineered cap.



REPORT OF GENERAL MANAGER

PG. 3

NO. 15-141

On July 9, 2014, the Board approved the final engineering design plans for the capping alternative of the Chatsworth Park South - Remedial Action Plan project (Report No. 14-192). The plans were prepared by RAP and URS Corporation (URS), a consultant through the Environmental Site Assessment Services Pre-Qualified On-Call List. The project estimate at the time was \$7,225,000.00.

The project was bid through RAP's Pre-qualified On-Call Contractors. Of the six (6) contractors qualified to bid the project, only one (1) bid was received. Commercial Paving and Coating (Commercial) submitted a bid in the amount of \$11,495,000.00. RAP staff met with Commercial to understand the deviation between the construction cost estimate and the bid amount. It was concluded that although several items of scope of work contributed to the high bid, the nature of the work involving remediation of the lead contamination and the construction of the soil cap over the entire project site was the main factor.

RAP and URS revised the plans to include items for which Requests of Information were submitted and the construction cost estimate was revised to account for the adjusted costs of contaminated soil disposal and the construction of the soil cap over this project site.

On November 19, 2014, the Board approved the revised final plans and specifications for the Chatsworth Park South – Rehabilitation Project (PRJ20361) (W.O. #E170331F) (Report No. 14-286) with the revised cost estimate of \$9,800,000.00.

On February 24, 2015, the Board received a total of ten (10) bids as follows:

<u>Bidders</u>	<u>Base Bid</u>
American Integrated Services, Inc.	\$ 6,295,000.00
AMG & Associates, Inc.	\$ 6,454,000.00
Powell Contractors, Inc.	\$ 6,865,517.77
Environmental Construction, Inc.	\$ 6,885,039.00
C. S. Legacy Construction, Inc.	\$ 6,928,472.00
Icon West, Inc.	\$ 7,019,089.00
Ford E. C., Inc.	\$ 7,469,000.00
Morillo Construction, Inc.	\$ 7,847,000.00
Bitech Construction, Inc.	\$ 8,549,339.00
Tobo Construction, Inc.	\$ 9,600,000.00

The determination of the low bidder was defined in the bid documents as the bidder submitting the lowest base bid. Furthermore, bidders were asked to submit along with the bid, two (2) additional qualifying documents: 1) the "Prime Contractor's Minimum Qualifications – Experience with Remedial Action Plan and Site Development" sheets to provide evidence of prior experience as defined in Sheet GR-S3 of the contract plans and specifications; and 2) the "Qualified Storm Water

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Pollution Prevention Plan (SWPPP) Developer and Qualified SWPPP Practitioner” sheet to provide evidence that a trained and certified SWPPP Developer and Practitioner is a part of the construction team.

The Prime Contractor’s Minimum Qualifications require that the Prime Contractor “must have under their employment or contract for this project, person or persons who have prior relevant experience (1) performing site grading, excavation and handling of hazardous materials, and site restoration and reconstruction, (2) managing dust suppression and dust monitoring under the requirements of the South Coast Air Quality Management District (SCAQMD) 403, and (3) working on projects under the oversight of the California Department of Toxic Substance Control (DTSC), and (4) must have completed a minimum of three (3) remedial action plan and site development projects for a governmental agency in the last five (5) years in the State of California. The reference project must be of comparable or larger size and scope to this project, and currently in operation.”

Staff reviewed the documents submitted by American Integrated Services, Inc., (American Integrated) and verified that American Integrated met the requirements of the Prime Contractor’s Minimum Qualifications.

The bid documents required the bidders to submit the Qualified SWPPP Developer and Qualified SWPPP Practitioner sheet with information on trained and certified individuals for the project. American Integrated submitted the information sheet and staff has verified that the individuals listed are trained and certified.

Sufficient funds are available to award the contract and for the construction and project contingencies from the following accounts:

<u>FUND SOURCES</u>	<u>FUND/DEPT/ACCT. NO.</u>
Proposition K – FY2012-13	43K/10/10J856
Proposition K – FY2013-14	43K/10/10K856
Proposition K – FY2013-14	43L/10/10K856
Proposition K – FY2014-15	43K/10/10L856
CIEP – FY2013-14	100/54/00K757
CIEP – FY2014-15	100/54/00L100
CIEP – FY2014-15	100/54/00L757
Sites and Facilities <sup>(1)</sup>	209/88/TBD
Grant Funds	205/88/88LMC1

Notes:

- (1) Sites and Facilities Funds adopted by the City Council on June 2, 2015 in the Year End Financial Status Report for Fiscal Year 2015-16 (Council File No. 14-0600-S260).

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The project is subject to the City's Business Inclusion Program (BIP), in compliance with the Mayor's Directive No. 14, which was adopted by the Board of Recreation and Park Commissioners on February 15, 2012 (Board Report No. 12-050), and which replaces the former Minority Business Enterprise, Women Business Enterprise, and Other Business Enterprise (MBE/WBE/OBE) Good Faith Effort Subcontractor Outreach Program. American Integrated has successfully posted all the required BIP outreach documentation on the Los Angeles Business Virtual Assistance Network (LABAVN) that demonstrated satisfactory effort in its outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) for sub-bid or subcontracting businesses.

Staff has evaluated the outreach documentation submitted by American Integrated and determined that they have passed all six indicators as required for the effort to obtain sub-bid/subcontracting participation by MBE, WBE, SBE, EBE, DVBE and OBE businesses, and is in compliance with the BIP outreach requirements. The outreach documentation package is on file in the Board Office, and a synopsis of the said package is attached to this Report.

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

The City Attorney and staff have reviewed the bid submitted by American Integrated and found it to be in order. Staff recommends that the Board find American Integrated to be the lowest responsive and responsible bidder.

Council District 12 supports the recommendation of this report.

ENVIRONMENTAL:

Staff has determined that the subject project was previously evaluated for environmental impacts (Board Report No. 13-155) in accordance with California Environmental Quality Act (CEQA). A Mitigated Negative Declaration along with a Mitigation Monitoring and Reporting Plan were adopted on June 5, 2013. A Notice of Determination was filed with the Los Angeles County Clerk on June 6, 2013. No additional CEQA documentation is required.

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FISCAL IMPACT STATEMENT:

The project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the Department's General Fund. However, operations and maintenance costs will be evaluated and included in future budget requests prior to the reopening of this park.

This report was prepared by Cathie M. Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.

BIP Outreach Synopsis



**CITY OF LOS ANGELES  
GUIDELINES FOR EVALUATION OF THE BUSINESS INCLUSION PROGRAM  
(BIP) OUTREACH CHECKLIST**

Bidder: American Integrated Sevices, Inc. Bid Date: 02/25/2015

Project Name: Chatsworth Park South Rehabilitation W.O. #: E170331F

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Credit ✓
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet, or b) Submit a letter either by e-mail, mail, or fax to the Bureau of Engineering, Project Award and Control (PAC) on certifying it is informed of the BIP project requirements and has participated in a City-sponsored or City approved matchmaking event in the past 12 months. <b>Note:</b> If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.		✓
3 Work Areas	Proof of this must be demonstrated in Indicator 4. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
4 Written Notice to Sub-contractors	E-mail or fax notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach Reports system. The notification may be to potential sub-bidders/ subcontractors either currently registered on the BAVN or added to the BAVN by the bidder. Letters must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of firms in each potential sub work area as determined by the City. Typically, the sufficient number of firms is determined by the total number of potential sub-bidders/ subcontractors in each sub work area.		✓
5 Plans, specifications and requirements	Include, in Indicator 4, information detailing how, where, and when the bidder will make the required information available to interested potential sub-bidders/ subcontractors. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
6 Negotiate in Good Faith	a) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract; and b) Online Summary Sheet must be completed, listing the bids or quotes received, the name of the sub-bidder/ subcontractor who submitted the bid or quote, and a brief reason given for selection/ non-selection of each subcontractor. The reasons for selection/non-selection should be included in the Notes section of the online Summary Sheet. If the bidder elects to perform a listed work area with its own forces, they must include a bid/ quote for comparison purposes and an explanation must be provided and included on the Summary Sheet. All bids/ quotes received, regardless of whether or not the bidder outreached to the sub-bidder/ subcontractor, must be submitted. To this extent, the City expects the bidder to submit a bid/ quote from each sub-bidder/ subcontractor listed on the Summary Sheet. The Summary Sheet must be performed using the BAVN's BIP Outreach Reports system and must be submitted by 4:30 p.m. the following City working day after the date bids are received by the Board of Public Works. If a bid/quote is submitted by a sub-bidder/subcontractor that is not registered on the BAVN, the contractor is required to add that firm to their Summary Sheet.		✓
7 Bonds	Include, in Indicator 4, information about the bidder's efforts to assist with bonds, lines of credit, and insurance. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
<b>Prime % = 100%</b>			
MBE%= 0 %      WBE%= 0 %      SBE%= 1 %      EBE%= 0 %      DVBE%= 0 %      OBE%= 46 %			

**RESPONSIVE**

REPORT OF GENERAL MANAGER

NO. 15-142

DATE June 18, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO CONTRACT NO. 3417 WITH URS CORPORATION FOR AS-NEEDED ENVIRONMENTAL SITE ASSESSMENT SERVICES

*for*

R. Adams \_\_\_\_\_  
\*R. Barajas CSD  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the proposed Amendment, substantially in the form on file in the Board Office, to Contract No. 3417 with URS Corporation (URS), extending the term of the contract by three (3) years for a new total of six (6) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find pursuant to Charter Section 371(c)(2) that competitive bidding is not practicable or advantageous as it is necessary for the Department of Recreation and Parks (RAP) to be able to call on contractors to perform this work as-needed and on a temporary and occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
3. Find pursuant to Charter Section 372 that obtaining competitive proposals or bids for each individual project for which work maybe performed pursuant to this agreement is not reasonable, practicable or compatible with the RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

REPORT OF GENERAL MANAGER

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4. Find that RAP does not have personnel available in its employ with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and pursuant to Charter Section 1022 it is more feasible, economical and in the Department's best interest to secure these services by contract;
5. Direct the Board Secretary to transmit the proposed Amendment to Contract No. 3417 to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
6. Upon receipt of necessary approvals, authorize the Board President and Secretary to execute the Amendment to the Agreement.

SUMMARY:

On February 20, 2013, RAP entered into an environmental site assessment contract with URS for as-needed environmental site assessment services. The term was for three (3) years, expiring on February 19, 2016, for an amount not-to-exceed Seven Million Dollars (\$7,000,000.00) annually. The amount for the services is outlined in the "Notice to Proceed" (NTP) for each individual project.

RAP staff and URS have been working on the site assessment and the design solutions for the clean-up of Chatsworth Park South. URS supported Department staff in the completion of the California Department of Toxic Substances Control (DTSC) approved Remedial Action Plan for the site and prepared the final plans for this rehabilitation project. To date, eighteen (18) NTPs have been issued for a total amount of One Million, Nine Hundred Twenty Thousand, Eight Hundred Fifty-Four Dollars (\$1,920,854.00).

The Chatsworth Park South – Rehabilitation Project is recommended for award for construction on June 18, 2015. The construction project is scheduled to be completed in the Fall of 2016 and the site assessment and environmental close-out documentation will follow. This schedule will go beyond the current contract term with URS.

It is to the RAP's advantage to maintain continuity and have the same environmental team through both the construction process and environmental close-out process. The Department does not have available personnel to support this project in a timely manner through the construction and close-out process. This proposed Amendment to Contract No. 3417 will allow URS to continue working on this project. Therefore, staff recommends that the contract be amended to allow time for the completion of this project.

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This proposed Amendment to Contract No. 3417 is recommended in compliance with all RAP and City procedures, policies and laws applicable to the award of contracts. Principals of the firm are not employees or officials of the City, are free to make recommendations or perform the services specified in the contract, and have no authority with respect to the City's decisions relating to the project beyond fulfilling the provisions of the proposed Amendment to Contract No. 3417.

FISCAL IMPACT STATEMENT:

All compensation for services performed under this contract is funded by the project and therefore, there will be no fiscal impact to the RAP's General Fund.

This report was prepared by Cathie M. Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.



REPORT OF GENERAL MANAGER

NO. 15-143

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – CANCELLATION OF THE DONATION AGREEMENT WITH THE LOS ANGELES MEMORIAL HOLOCAUST FUND FOR THE CONSTRUCTION AND MAINTENANCE OF THE HOLOCAUST MONUMENT AT PAN PACIFIC PARK; RELEASE OF TRUST FUND

<i>for</i>	R. Adams _____	V. Israel _____
	*R. Barajas <u>CSD</u>	K. Regan _____
	H. Fujita _____	N. Williams _____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Find that the Donation Agreement with the Los Angeles Memorial Holocaust Fund (Holocaust Fund) for the construction and maintenance of the Los Angeles Holocaust Monument (Holocaust Monument) located at the Department's Pan Pacific Park is no longer needed as described in the Summary of this Report;
2. Authorize the General Manager or his designee to provide a letter to the Holocaust Fund or its successor entity and/or other related entities informing them of the Board's decision to cancel the donation agreement with the Holocaust Fund and releasing them from any further obligation to maintain the Holocaust Monument; and,
3. Authorize the General Manager to instruct Citibank to release the Trust Fund to the Holocaust Fund.

## REPORT OF GENERAL MANAGER

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### SUMMARY:

Pan Pacific Park is a 31.28 acre park located at 7600 West Beverly Boulevard Los Angeles, California 90036. The park provides a recreation center with an auditorium, indoor gymnasium, kitchen and restroom. Additionally, it also provides indoor/outdoor basketball courts, lighted baseball field, outdoor amphitheater, children's play area, and picnic tables among other things. The park is also home to the Los Angeles Holocaust Museum (Exhibit A).

On June 17, 1998, the Board, through Board Report No. 273-98, approved the execution of a Cooperative Agreement with the County of Los Angeles for the transfer of operational and maintenance responsibilities for Pan Pacific Park to the Department. Included in this transfer was the assumption of a Donation Agreement between the County of Los Angeles and Holocaust Fund for the construction and maintenance of the Los Angeles Holocaust Monument (Holocaust Monument) (Exhibit B). In addition to the construction and maintenance responsibilities, the Holocaust Fund was required to provide a \$50,000 Trust Fund for the benefit of the County (then to the City) for any extraordinary maintenance and/or repair costs to the Holocaust Monument. This Trust Fund was established through a Certificate of Deposit at Citibank.

On May 16, 2007, the Board, through Board Report No. 07-111, approved the relocation of the Los Angeles Museum of the Holocaust (Holocaust Museum) to a portion of Pan Pacific Park adjacent to the Holocaust Monument and a fifty (50) year lease agreement with the Holocaust Museum for the construction, operation and maintenance of a new Museum. The lease agreement also included a provision that the Holocaust Museum would assume the cost of maintaining the Holocaust Monument.

On October 14, 2010, the new Holocaust Museum with the Holocaust Monument incorporated into the new museum complex opened its doors to the public. The Holocaust Monument has since been maintained by the Holocaust Museum.

With the obligation to maintain the Holocaust Monument taken over by the Holocaust Museum, the Donation Agreement with the Holocaust Fund is no longer needed. Therefore, it is recommended that the Board cancel the Donation Agreement and authorize the General Manager and/or his designee to inform, in writing, the Holocaust Fund of the Board's decision. Additionally, the Citibank, the holder of the \$50,000 Trust Fund Certificate of Deposit (CD), would also need to be informed in writing that the Trust Fund is no longer needed and the CD should be released to the Holocaust Fund or its successor in interest.

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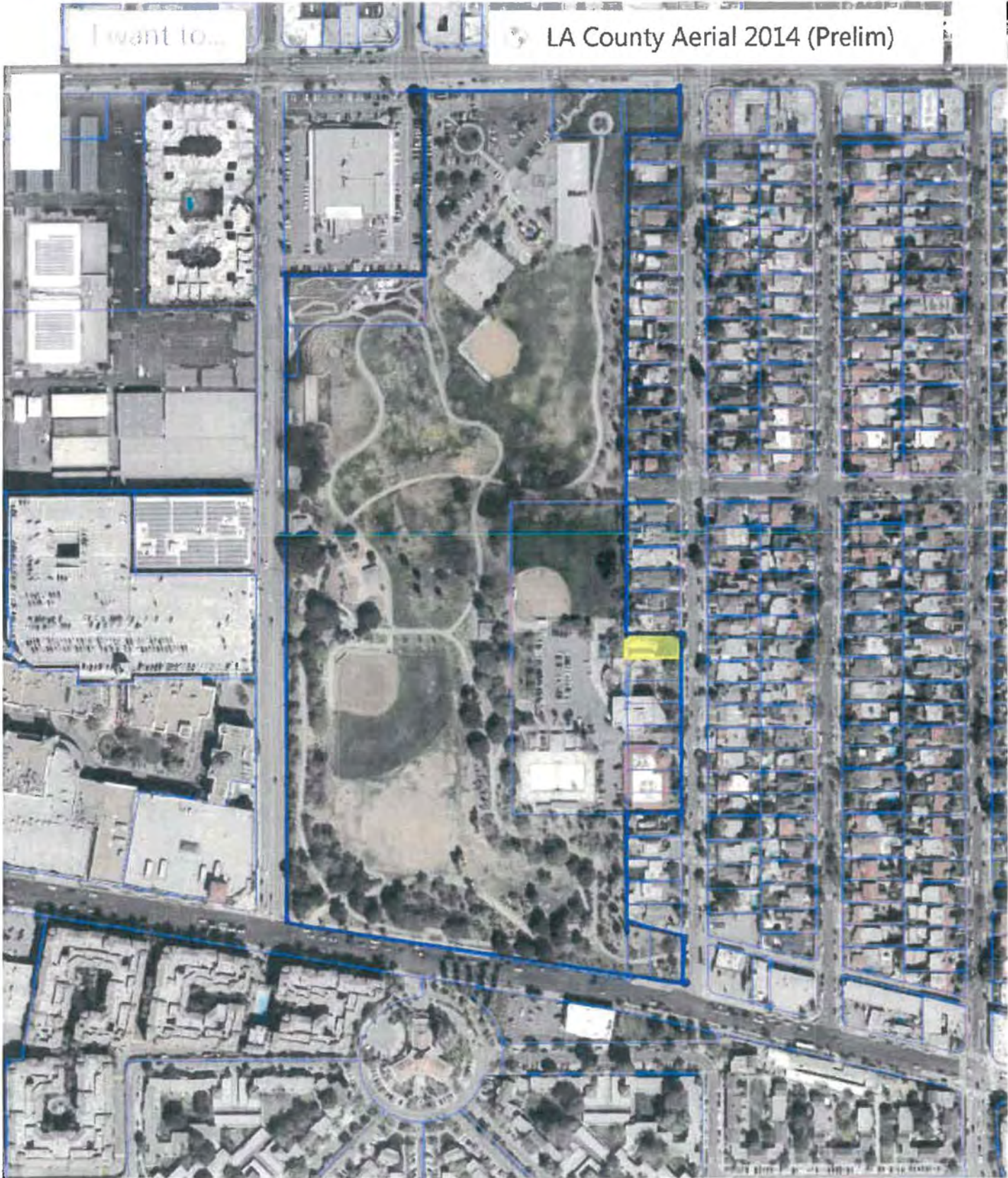
FISCAL IMPACT STATEMENT:

The cancellation of the Donation Agreement with the Holocaust Fund will not have any impact on RAP's General Fund as the maintenance obligations for the Holocaust Monument will be provided by the Holocaust Museum.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction, and Maintenance Branch.



# Pan Pacific – Exhibit A



0 150 300ft



# Pan Pacific – Exhibit B



I want to...

LA County Aerial 2014 (Prelim)

0 50 100ft

REPORT OF GENERAL MANAGER

NO. 15-140

DATE June 18, 2015

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – APPROVAL OF CONCEPTUAL PARK DESIGN FOR THE HABITAT RESTORATION AND GREENING PROJECT; MEMORANDUM OF AGREEMENT WITH NORTH EAST TREES; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

<i>for</i>	R. Adams	<u>                    </u>	V. Israel	<u>                    </u>
	*R. Barajas	<u>                    </u>	K. Regan	<u>                    </u>
	H. Fujita	<u>                    </u>	N. Williams	<u>                    </u>

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual design for the Ascot Hills Park Habitat Restoration and Greening Project, as described in the Summary of this Report and shown on Exhibit A;
2. Approve the proposed Memorandum of Agreement with North East Trees, substantially in the form on file in the Board Office, specifying the terms and conditions of each party for the design, construction and maintenance of the proposed Project subject to the approval of the Mayor, City Council, and City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
4. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and
5. Direct Department staff to work with staff from the Department of Water and Power to seek an amendment to extend the Lease Agreement issued to RAP for the operation and maintenance of Ascot Hills Park to satisfy the twenty (20) year site control requirements



## REPORT OF GENERAL MANAGER

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of the Urban Greening for Sustainable Communities Grant Program grant awarded to North East Trees; and,

### SUMMARY:

Ascot Hills Park is a 92.44 acre park located at 4371 Multnomah Street in Northeast Los Angeles (Exhibit A). It is an unstaffed park that contains a parking lot, restroom facilities, outdoor classrooms, and nature trails. The park has been developed on land owned by the City of Los Angeles, Department of Water and Power (LADWP). The Department of Recreation and Parks (Department) currently operates and maintains the property through a twenty (20) year lease agreement with DWP which was executed in 2010.

In 2013, North East Trees, a non-profit community-based organization, submitted the Ascot Hills Park Habitat Restoration and Greening Project grant application for funding under the State of California Strategic Growth Council's Urban Greening for Sustainable Communities Grant Program.

North East Trees was founded in 1989 to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. Their projects throughout the years have included design, construction, planting, and maintenance of parks, greenbelts, watershed revitalization projects, and storm water cleanup and infiltration projects. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work collaboratively to successfully transform them into safe, inviting and healthful areas.

The proposed project's concept is to enhance about forty (40.0) acres of Ascot Hills Park through the restoration of about fourteen (14.00) acres of native habitat; the creation of two (2) natural storm water infiltration areas by constructing swales, berms, and infiltration basins along the natural topography of the park; the planting of about nine hundred fifty (950) trees and 5,000 shrubs; and, the installation of interpretative signage. The project is designed to help restore the native flora of Ascot Hills Park, attract native fauna back to the park, capture storm water runoff and allow for natural infiltration, and improve air quality through the planting of native plants and trees throughout the park (Exhibit B).

Recently, North East Trees was notified that their grant application was approved and they would have to provide certain documentation in order to begin drawing upon the grant award to begin the design process. The grant amount awarded to North East Trees totaled \$989,000.00. The total project cost for the proposed project is \$1,651,486.00. In addition to the State Grant, North East Trees has also been awarded a \$100,000.00 Los County Tree Planting Grant and a \$150,000.00 CALFIRE Demonstration Raingarden Grant. They are also contributing \$161,120.00 worth of In-kind services and materials. The Department, as a supporter of this

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NO. 15-140

endeavor, is contributing \$251,366.00 worth of In-kind services spread out through the initial design phase and maintenance services during the service payback period of twenty (20) years.

In order for North East Trees to begin the design process and avail of the funding awarded through the grant, the Board needs to make a CEQA determination on the proposed project. The Board will also need to approve the proposed Memorandum of Agreement (MOA) with North East Trees that specifies and indicates the terms and obligations of each party for the design, construction and maintenance of the proposed Project. As indicated in their grant application, North East Trees complete all the design and construction of the proposed project. The Department will provide assistance and cooperate in the design process and will maintain the improvements during the service payback period.

As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve this report, Department staff will work with DWP staff on obtaining this amendment.

Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore, the project will not have significant effect on the environment with the use of standard environmental mitigation measures to protect unanticipated archaeological resources and existing biological resources, and is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of the project.

FISCAL IMPACT STATEMENT:

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report prepare by Cid Macaraeg, Sr MA II, Planning, Construction and Maintenance Branch.



# Ascot Hills Park

**Project Site**



Huntington Drive North

Eastern Avenue

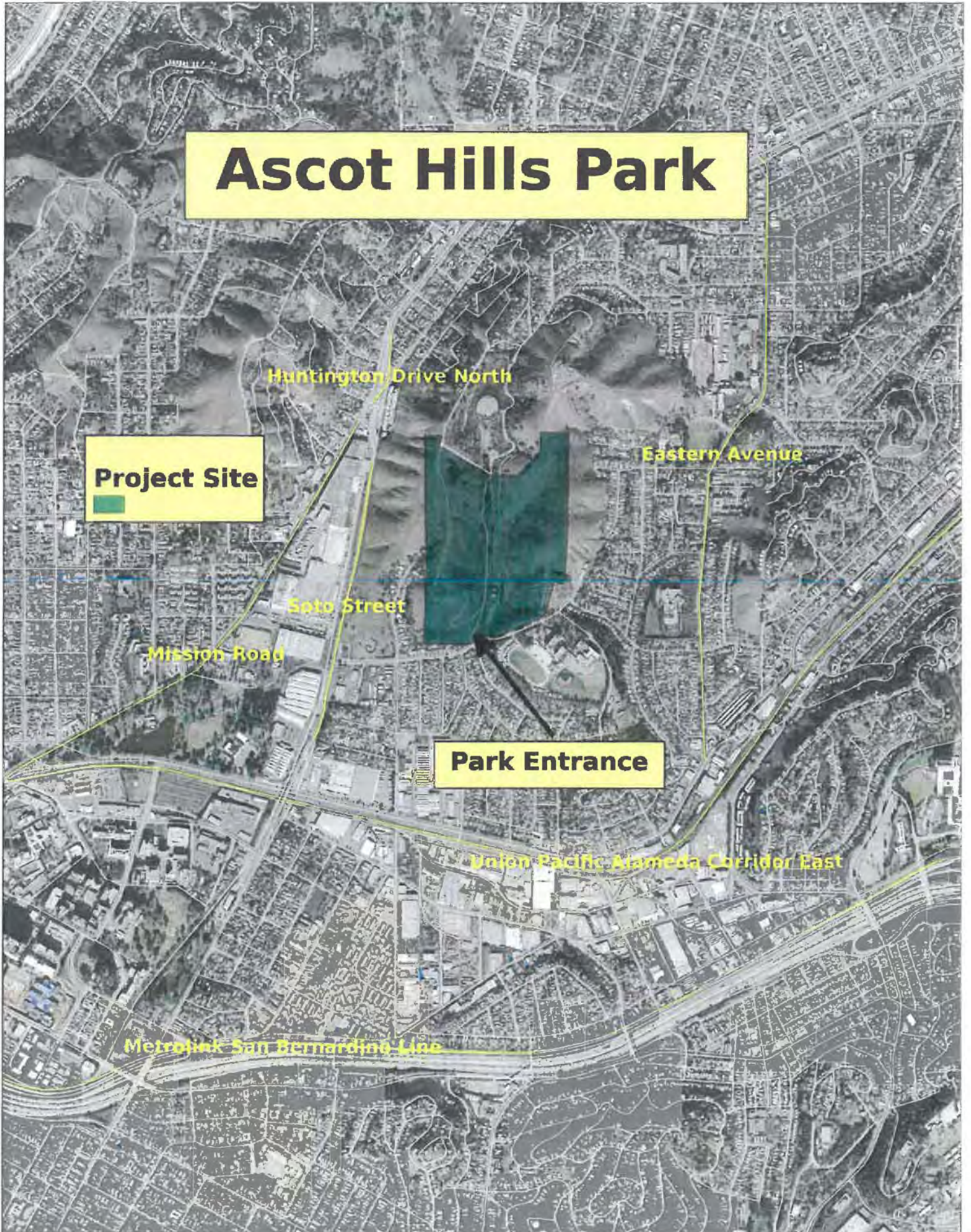
Soto Street

Mission Road

**Park Entrance**

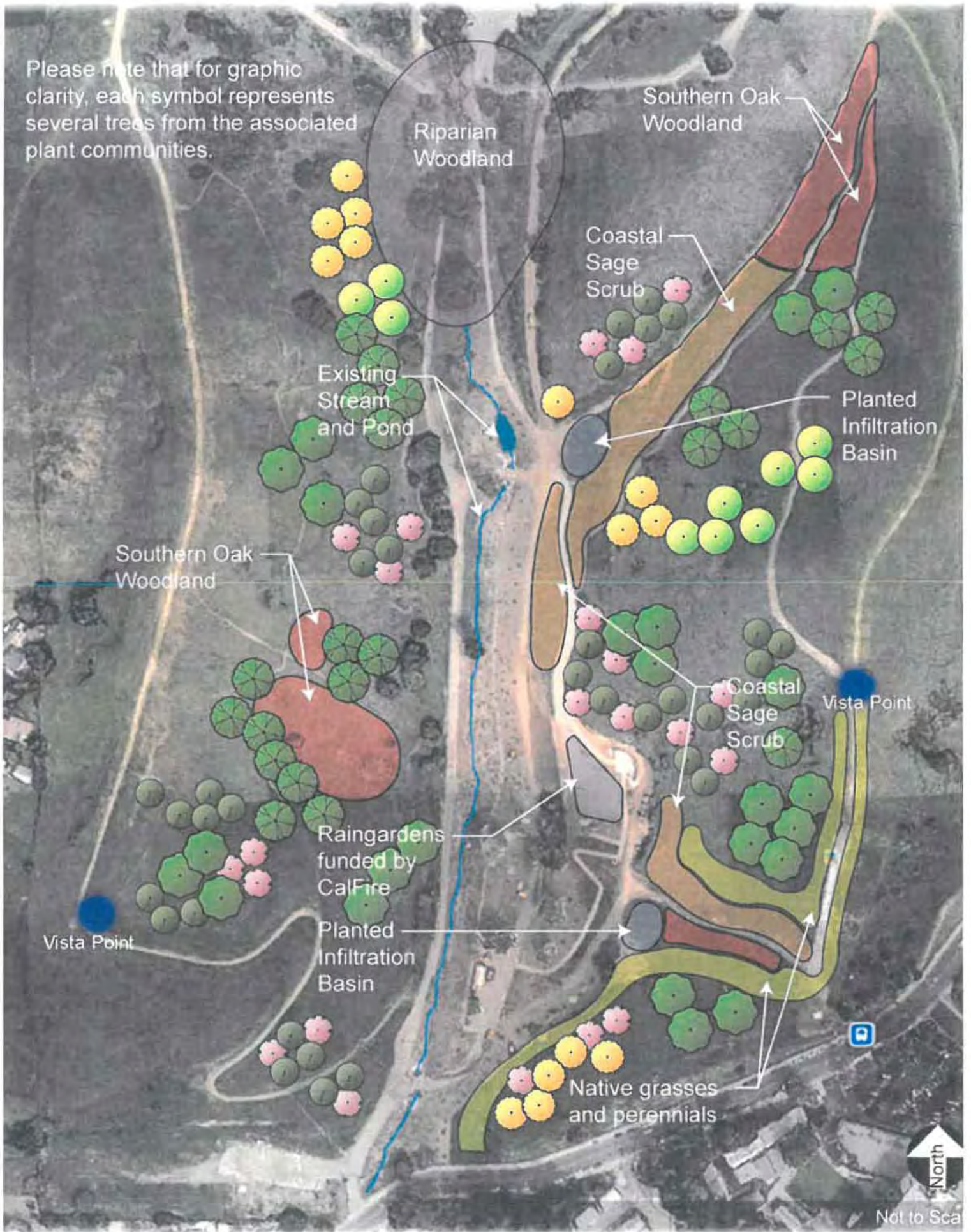
Union Pacific Alameda Corridor East

Metrolink San Bernardino Line





Please note that for graphic clarity, each symbol represents several trees from the associated plant communities.



Riparian Woodland

Southern Oak Woodland

Coastal Sage Scrub

Existing Stream and Pond

Planted Infiltration Basin

Southern Oak Woodland

Coastal Sage Scrub

Vista Point

Raingardens funded by CalFire

Planted Infiltration Basin

Vista Point

Native grasses and perennials



Not to Scale



REPORT OF GENERAL MANAGER

NO. 15-141

DATE June 18, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHATSWORTH PARK SOUTH – REHABILITATION PROJECT (PRJ20361)  
(W.O. #E170331F) – REVIEW OF BIDS AND AWARD OF CONTRACT

R. Adams _____	V. Israel _____
<i>fcb</i> R. Barajas <u>CSD</u>	K. Regan _____
H. Fujita _____	N. Williams _____

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Find American Integrated Services, Inc., with a base bid of \$6,295,000.00, to be the lowest responsive and responsible bidder for the Chatsworth Park South – Rehabilitation Project (PRJ20361) (W.O. #E170331F);
2. Award the contract to American Integrated Services, Inc., for a total award amount of \$6,295,000.00, all according to the plans and specifications;
3. Subject to approval by the Mayor, authorize the appropriation of \$2,500,000.00 in Fund 302, Department 88 from the Unreserved and Undesignated Fund Balance to Fund 205, Department 88, Account Number 88LMC1 – Chatsworth Park South;
4. Authorize the General Manager, his designee or the Department’s Chief Accounting Employee to transfer \$2,500,000.00 from the Unreserved and Undesignated Fund Balance to Grants Fund 205, Department 88, Account Number 88LMC1 – Chatsworth Park South;
5. Approve the allocation of \$2,500,000.00 from Fund 205, Department 88, Account 88LMC1 for the Chatsworth Park South Rehabilitation Project (PRJ20361), as described in the summary of this report;

REPORT OF GENERAL MANAGER

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6. Authorize the Department’s Chief Accounting Employee to encumber funds, in the amount of \$6,295,000.00, from the following fund and account numbers, under the awarding authority of this Board Report;

<u>FUND SOURCES</u>	<u>FUND/DEPT/ACCT. NO.</u>	<u>ENCUMBRANCE AMOUNT</u>
Proposition K – FY2012-13	43K/10/10J856	\$ 50,000.00
Proposition K – FY2013-14	43K/10/10K856	\$ 850,000.00
Proposition K – FY2013-14	43L/10/10K856	\$ 200,000.00
Proposition K – FY2014-15	43K/10/10L856	\$ 100,000.00
CIEP – FY2013-14	100/54/00K757	\$ 1,200,000.00
CIEP – FY2014-15	100/54/00L100	\$ 471,919.00
CIEP – FY2014-15	100/54/00L757	\$ 400,000.00
Sites and Facilities <sup>(1)</sup>	209/88/TBD	\$ 2,000,000.00
Grant Funds	205/88/88LMC1	<u>\$ 1,023,081.00</u>
<b>TOTAL</b>		<b>\$ 6,295,000.00</b>

Notes:

- (1) Sites and Facilities Funds adopted by the City Council on June 2, 2015 in the Year End Financial Status Report for Fiscal Year 2015-16 (Council File No. 14-0600-S260).

7. Authorize the Board President and Secretary to execute the contract subject to approval by the City Attorney as to form; and,
8. Authorize the Department’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of the transactions in this Report.

SUMMARY:

The Chatsworth Park South Rehabilitation Project is located at 22360 West Devonshire Street in the Chatsworth community of the City. On February 14, 2008, Chatsworth Park South was closed to the public due to suspected lead and other contaminants from a former skeet and trap firing range that was part of the park property prior to the acquisition by the Department of Recreation and Parks (RAP) in 1966. The contamination was subsequently substantiated by a required Preliminary Endangerment Assessment (PEA) performed by the RAP under a Voluntary Clean-up Agreement (VCA) with the local office of the California Department of Toxic Substances Control (DTSC).

On June 5, 2013, the Board of Recreation and Park Commissioners (Board) approved the DTSC-approved Chatsworth Park South Remedial Action Plan (Report No. 13-155). The Preferred Remedial Alternative of the Remedial Action Plan (Alternative 3), the Capping Alternative, was also approved for the capping of contaminated soil in place with an engineered cap.



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On July 9, 2014, the Board approved the final engineering design plans for the capping alternative of the Chatsworth Park South - Remedial Action Plan project (Report No. 14-192). The plans were prepared by RAP and URS Corporation (URS), a consultant through the Environmental Site Assessment Services Pre-Qualified On-Call List. The project estimate at the time was \$7,225,000.00.

The project was bid through RAP's Pre-qualified On-Call Contractors. Of the six (6) contractors qualified to bid the project, only one (1) bid was received. Commercial Paving and Coating (Commercial) submitted a bid in the amount of \$11,495,000.00. RAP staff met with Commercial to understand the deviation between the construction cost estimate and the bid amount. It was concluded that although several items of scope of work contributed to the high bid, the nature of the work involving remediation of the lead contamination and the construction of the soil cap over the entire project site was the main factor.

RAP and URS revised the plans to include items for which Requests of Information were submitted and the construction cost estimate was revised to account for the adjusted costs of contaminated soil disposal and the construction of the soil cap over this project site.

On November 19, 2014, the Board approved the revised final plans and specifications for the Chatsworth Park South – Rehabilitation Project (PRJ20361) (W.O. #E170331F) (Report No. 14-286) with the revised cost estimate of \$9,800,000.00.

On February 24, 2015, the Board received a total of ten (10) bids as follows:

<u>Bidders</u>	<u>Base Bid</u>
American Integrated Services, Inc.	\$ 6,295,000.00
AMG & Associates, Inc.	\$ 6,454,000.00
Powell Contractors, Inc.	\$ 6,865,517.77
Environmental Construction, Inc.	\$ 6,885,039.00
C. S. Legacy Construction, Inc.	\$ 6,928,472.00
Icon West, Inc.	\$ 7,019,089.00
Ford E. C., Inc.	\$ 7,469,000.00
Morillo Construction, Inc.	\$ 7,847,000.00
Bitech Construction, Inc.	\$ 8,549,339.00
Tobo Construction, Inc.	\$ 9,600,000.00

The determination of the low bidder was defined in the bid documents as the bidder submitting the lowest base bid. Furthermore, bidders were asked to submit along with the bid, two (2) additional qualifying documents: 1) the "Prime Contractor's Minimum Qualifications – Experience with Remedial Action Plan and Site Development" sheets to provide evidence of prior experience as defined in Sheet GR-S3 of the contract plans and specifications; and 2) the "Qualified Storm Water

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Pollution Prevention Plan (SWPPP) Developer and Qualified SWPPP Practitioner” sheet to provide evidence that a trained and certified SWPPP Developer and Practitioner is a part of the construction team.

The Prime Contractor’s Minimum Qualifications require that the Prime Contractor “must have under their employment or contract for this project, person or persons who have prior relevant experience (1) performing site grading, excavation and handling of hazardous materials, and site restoration and reconstruction, (2) managing dust suppression and dust monitoring under the requirements of the South Coast Air Quality Management District (SCAQMD) 403, and (3) working on projects under the oversight of the California Department of Toxic Substance Control (DTSC), and (4) must have completed a minimum of three (3) remedial action plan and site development projects for a governmental agency in the last five (5) years in the State of California. The reference project must be of comparable or larger size and scope to this project, and currently in operation.”

Staff reviewed the documents submitted by American Integrated Services, Inc., (American Integrated) and verified that American Integrated met the requirements of the Prime Contractor’s Minimum Qualifications.

The bid documents required the bidders to submit the Qualified SWPPP Developer and Qualified SWPPP Practitioner sheet with information on trained and certified individuals for the project. American Integrated submitted the information sheet and staff has verified that the individuals listed are trained and certified.

Sufficient funds are available to award the contract and for the construction and project contingencies from the following accounts:

<u>FUND SOURCES</u>	<u>FUND/DEPT/ACCT. NO.</u>
Proposition K – FY2012-13	43K/10/10J856
Proposition K – FY2013-14	43K/10/10K856
Proposition K – FY2013-14	43L/10/10K856
Proposition K – FY2014-15	43K/10/10L856
CIEP – FY2013-14	100/54/00K757
CIEP – FY2014-15	100/54/00L100
CIEP – FY2014-15	100/54/00L757
Sites and Facilities <sup>(1)</sup>	209/88/TBD
Grant Funds	205/88/88LMC1

Notes:

- (1) Sites and Facilities Funds adopted by the City Council on June 2, 2015 in the Year End Financial Status Report for Fiscal Year 2015-16 (Council File No. 14-0600-S260).

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The project is subject to the City's Business Inclusion Program (BIP), in compliance with the Mayor's Directive No. 14, which was adopted by the Board of Recreation and Park Commissioners on February 15, 2012 (Board Report No. 12-050), and which replaces the former Minority Business Enterprise, Women Business Enterprise, and Other Business Enterprise (MBE/WBE/OBE) Good Faith Effort Subcontractor Outreach Program. American Integrated has successfully posted all the required BIP outreach documentation on the Los Angeles Business Virtual Assistance Network (LABAVN) that demonstrated satisfactory effort in its outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) for sub-bid or subcontracting businesses.

Staff has evaluated the outreach documentation submitted by American Integrated and determined that they have passed all six indicators as required for the effort to obtain sub-bid/subcontracting participation by MBE, WBE, SBE, EBE, DVBE and OBE businesses, and is in compliance with the BIP outreach requirements. The outreach documentation package is on file in the Board Office, and a synopsis of the said package is attached to this Report.

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

The City Attorney and staff have reviewed the bid submitted by American Integrated and found it to be in order. Staff recommends that the Board find American Integrated to be the lowest responsive and responsible bidder.

Council District 12 supports the recommendation of this report.

ENVIRONMENTAL:

Staff has determined that the subject project was previously evaluated for environmental impacts (Board Report No. 13-155) in accordance with California Environmental Quality Act (CEQA). A Mitigated Negative Declaration along with a Mitigation Monitoring and Reporting Plan were adopted on June 5, 2013. A Notice of Determination was filed with the Los Angeles County Clerk on June 6, 2013. No additional CEQA documentation is required.

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FISCAL IMPACT STATEMENT:

The project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the Department's General Fund. However, operations and maintenance costs will be evaluated and included in future budget requests prior to the reopening of this park.

This report was prepared by Cathie M. Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.

BIP Outreach Synopsis



**CITY OF LOS ANGELES  
GUIDELINES FOR EVALUATION OF THE BUSINESS INCLUSION PROGRAM  
(BIP) OUTREACH CHECKLIST**

Bidder: American Integrated Sevices, Inc. Bid Date: 02/25/2015

Project Name: Chatsworth Park South Rehabilitation W.O. #: E170331F

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Credit ✓
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet, or b) Submit a letter either by e-mail, mail, or fax to the Bureau of Engineering, Project Award and Control (PAC) on certifying it is informed of the BIP project requirements and has participated in a City-sponsored or City approved matchmaking event in the past 12 months. <b>Note:</b> If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.		✓
3 Work Areas	Proof of this must be demonstrated in Indicator 4. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
4 Written Notice to Sub-contractors	E-mail or fax notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach Reports system. The notification may be to potential sub-bidders/ subcontractors either currently registered on the BAVN or added to the BAVN by the bidder. Letters must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of firms in each potential sub work area as determined by the City. Typically, the sufficient number of firms is determined by the total number of potential sub-bidders/ subcontractors in each sub work area.		✓
5 Plans, specifications and requirements	Include, in Indicator 4, information detailing how, where, and when the bidder will make the required information available to interested potential sub-bidders/ subcontractors. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
6 Negotiate in Good Faith	a) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract; and b) Online Summary Sheet must be completed, listing the bids or quotes received, the name of the sub-bidder/ subcontractor who submitted the bid or quote, and a brief reason given for selection/ non-selection of each subcontractor. The reasons for selection/non-selection should be included in the Notes section of the online Summary Sheet. If the bidder elects to perform a listed work area with its own forces, they must include a bid/ quote for comparison purposes and an explanation must be provided and included on the Summary Sheet. All bids/ quotes received, regardless of whether or not the bidder outreached to the sub-bidder/ subcontractor, must be submitted. To this extent, the City expects the bidder to submit a bid/ quote from each sub-bidder/ subcontractor listed on the Summary Sheet. The Summary Sheet must be performed using the BAVN's BIP Outreach Reports system and must be submitted by 4:30 p.m. the following City working day after the date bids are received by the Board of Public Works. If a bid/quote is submitted by a sub-bidder/subcontractor that is not registered on the BAVN, the contractor is required to add that firm to their Summary Sheet.		✓
7 Bonds	Include, in Indicator 4, information about the bidder's efforts to assist with bonds, lines of credit, and insurance. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
<b>Prime % = 100%</b>			
MBE%= 0 %      WBE%= 0 %      SBE%= 1 %      EBE%= 0 %      DVBE%= 0 %      OBE%= 46 %			

**RESPONSIVE**

REPORT OF GENERAL MANAGER

NO. 15-142

DATE June 18, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO CONTRACT NO. 3417 WITH URS CORPORATION FOR AS-NEEDED ENVIRONMENTAL SITE ASSESSMENT SERVICES

*for*

R. Adams \_\_\_\_\_  
\*R. Barajas CSD  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the proposed Amendment, substantially in the form on file in the Board Office, to Contract No. 3417 with URS Corporation (URS), extending the term of the contract by three (3) years for a new total of six (6) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find pursuant to Charter Section 371(c)(2) that competitive bidding is not practicable or advantageous as it is necessary for the Department of Recreation and Parks (RAP) to be able to call on contractors to perform this work as-needed and on a temporary and occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
3. Find pursuant to Charter Section 372 that obtaining competitive proposals or bids for each individual project for which work maybe performed pursuant to this agreement is not reasonable, practicable or compatible with the RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

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4. Find that RAP does not have personnel available in its employ with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and pursuant to Charter Section 1022 it is more feasible, economical and in the Department's best interest to secure these services by contract;
5. Direct the Board Secretary to transmit the proposed Amendment to Contract No. 3417 to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
6. Upon receipt of necessary approvals, authorize the Board President and Secretary to execute the Amendment to the Agreement.

SUMMARY:

On February 20, 2013, RAP entered into an environmental site assessment contract with URS for as-needed environmental site assessment services. The term was for three (3) years, expiring on February 19, 2016, for an amount not-to-exceed Seven Million Dollars (\$7,000,000.00) annually. The amount for the services is outlined in the "Notice to Proceed" (NTP) for each individual project.

RAP staff and URS have been working on the site assessment and the design solutions for the clean-up of Chatsworth Park South. URS supported Department staff in the completion of the California Department of Toxic Substances Control (DTSC) approved Remedial Action Plan for the site and prepared the final plans for this rehabilitation project. To date, eighteen (18) NTPs have been issued for a total amount of One Million, Nine Hundred Twenty Thousand, Eight Hundred Fifty-Four Dollars (\$1,920,854.00).

The Chatsworth Park South – Rehabilitation Project is recommended for award for construction on June 18, 2015. The construction project is scheduled to be completed in the Fall of 2016 and the site assessment and environmental close-out documentation will follow. This schedule will go beyond the current contract term with URS.

It is to the RAP's advantage to maintain continuity and have the same environmental team through both the construction process and environmental close-out process. The Department does not have available personnel to support this project in a timely manner through the construction and close-out process. This proposed Amendment to Contract No. 3417 will allow URS to continue working on this project. Therefore, staff recommends that the contract be amended to allow time for the completion of this project.

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This proposed Amendment to Contract No. 3417 is recommended in compliance with all RAP and City procedures, policies and laws applicable to the award of contracts. Principals of the firm are not employees or officials of the City, are free to make recommendations or perform the services specified in the contract, and have no authority with respect to the City's decisions relating to the project beyond fulfilling the provisions of the proposed Amendment to Contract No. 3417.

FISCAL IMPACT STATEMENT:

All compensation for services performed under this contract is funded by the project and therefore, there will be no fiscal impact to the RAP's General Fund.

This report was prepared by Cathie M. Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.



REPORT OF GENERAL MANAGER

NO. 15-143

DATE June 18, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – CANCELLATION OF THE DONATION AGREEMENT WITH THE LOS ANGELES MEMORIAL HOLOCAUST FUND FOR THE CONSTRUCTION AND MAINTENANCE OF THE HOLOCAUST MONUMENT AT PAN PACIFIC PARK; RELEASE OF TRUST FUND

<i>for</i>	R. Adams _____	V. Israel _____
	*R. Barajas <u>CSD</u>	K. Regan _____
	H. Fujita _____	N. Williams _____

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Find that the Donation Agreement with the Los Angeles Memorial Holocaust Fund (Holocaust Fund) for the construction and maintenance of the Los Angeles Holocaust Monument (Holocaust Monument) located at the Department's Pan Pacific Park is no longer needed as described in the Summary of this Report;
2. Authorize the General Manager or his designee to provide a letter to the Holocaust Fund or its successor entity and/or other related entities informing them of the Board's decision to cancel the donation agreement with the Holocaust Fund and releasing them from any further obligation to maintain the Holocaust Monument; and,
3. Authorize the General Manager to instruct Citibank to release the Trust Fund to the Holocaust Fund.

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### SUMMARY:

Pan Pacific Park is a 31.28 acre park located at 7600 West Beverly Boulevard Los Angeles, California 90036. The park provides a recreation center with an auditorium, indoor gymnasium, kitchen and restroom. Additionally, it also provides indoor/outdoor basketball courts, lighted baseball field, outdoor amphitheater, children's play area, and picnic tables among other things. The park is also home to the Los Angeles Holocaust Museum (Exhibit A).

On June 17, 1998, the Board, through Board Report No. 273-98, approved the execution of a Cooperative Agreement with the County of Los Angeles for the transfer of operational and maintenance responsibilities for Pan Pacific Park to the Department. Included in this transfer was the assumption of a Donation Agreement between the County of Los Angeles and Holocaust Fund for the construction and maintenance of the Los Angeles Holocaust Monument (Holocaust Monument) (Exhibit B). In addition to the construction and maintenance responsibilities, the Holocaust Fund was required to provide a \$50,000 Trust Fund for the benefit of the County (then to the City) for any extraordinary maintenance and/or repair costs to the Holocaust Monument. This Trust Fund was established through a Certificate of Deposit at Citibank.

On May 16, 2007, the Board, through Board Report No. 07-111, approved the relocation of the Los Angeles Museum of the Holocaust (Holocaust Museum) to a portion of Pan Pacific Park adjacent to the Holocaust Monument and a fifty (50) year lease agreement with the Holocaust Museum for the construction, operation and maintenance of a new Museum. The lease agreement also included a provision that the Holocaust Museum would assume the cost of maintaining the Holocaust Monument.

On October 14, 2010, the new Holocaust Museum with the Holocaust Monument incorporated into the new museum complex opened its doors to the public. The Holocaust Monument has since been maintained by the Holocaust Museum.

With the obligation to maintain the Holocaust Monument taken over by the Holocaust Museum, the Donation Agreement with the Holocaust Fund is no longer needed. Therefore, it is recommended that the Board cancel the Donation Agreement and authorize the General Manager and/or his designee to inform, in writing, the Holocaust Fund of the Board's decision. Additionally, the Citibank, the holder of the \$50,000 Trust Fund Certificate of Deposit (CD), would also need to be informed in writing that the Trust Fund is no longer needed and the CD should be released to the Holocaust Fund or its successor in interest.

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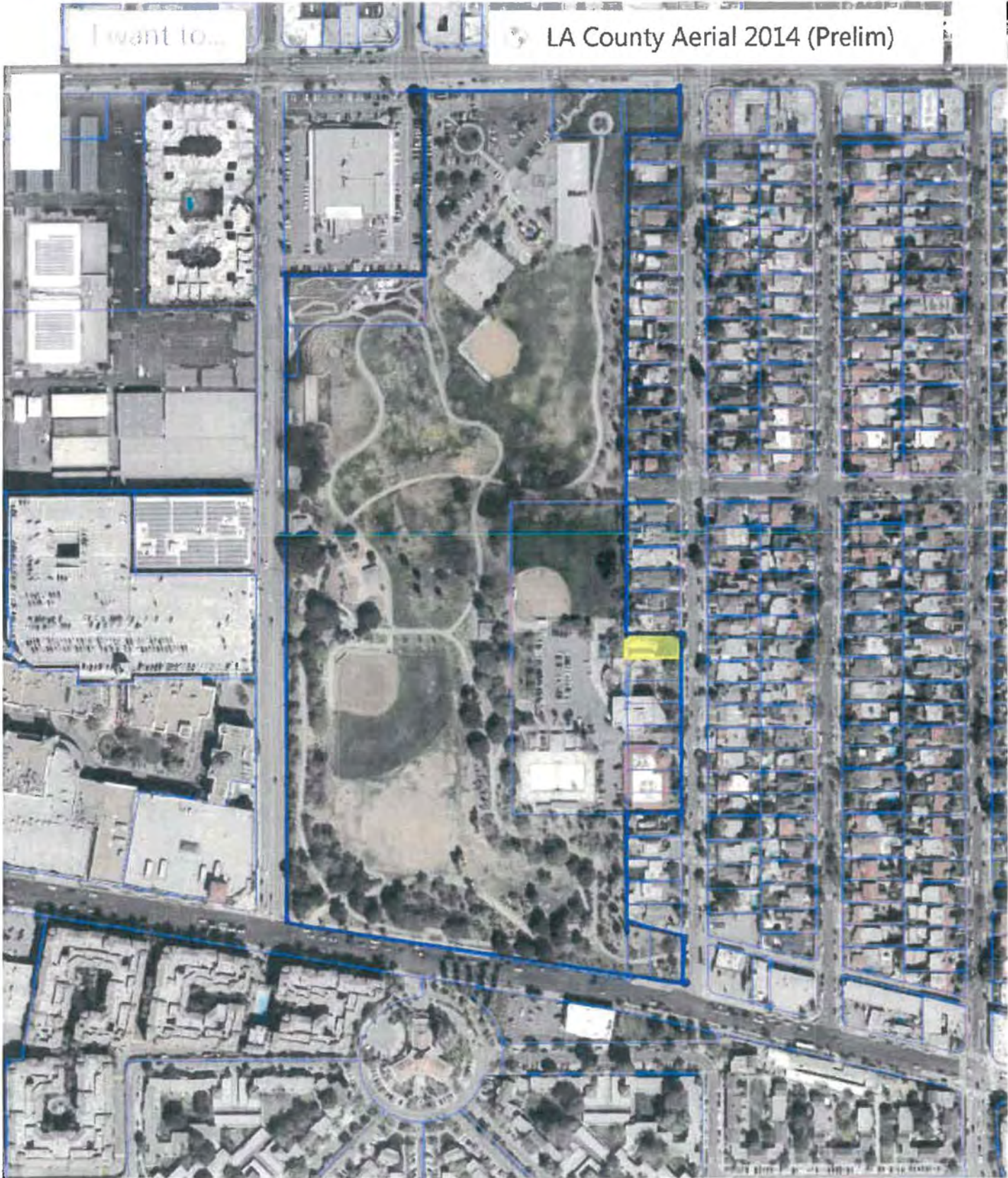
FISCAL IMPACT STATEMENT:

The cancellation of the Donation Agreement with the Holocaust Fund will not have any impact on RAP's General Fund as the maintenance obligations for the Holocaust Monument will be provided by the Holocaust Museum.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction, and Maintenance Branch.



# Pan Pacific – Exhibit A



I want to...

LA County Aerial 2014 (Prelim)

0 150 300ft



# Pan Pacific – Exhibit B



I want to...

LA County Aerial 2014 (Prelim)

0 50 100ft

MATTERS PENDING

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

GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

7/21/15      Request for Proposals for Oversight of the Greek Theatre's Open Venue Model

QUALIFICATIONS TO BE RECEIVED:

7/14/15      Electrical Construction, Retrofit, Maintenance and/or Repairs