

AGENDA

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

Wednesday, June 1, 2016 at 9:30 a.m.

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

SYLVIA PATSAOURAS, PRESIDENT
LYNN ALVAREZ, VICE PRESIDENT
MELBA CULPEPPER, COMMISSIONER
MISTY M. SANFORD, COMMISSIONER
IRIS ZUÑIGA, COMMISSIONER

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. CALL TO ORDER AND APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of May 18, 2016

2. BOARD REPORTS

- 16-127 Runyon Canyon Park – Rescission of Approval for the Installation of Basketball Court Improvements and Ancillary Park Amenities with the Exception of Work Related to Restoration and Repair of Existing Retaining Wall
- 16-128 Runyon Canyon Park – Early Closure for the 2016 Independence Day Holiday
- 16-129 Griffith Region – Donation of a Horse
- 16-130 Partnership Division – Donation of Funds, Equipment, and In-Kind Contributions from the Los Angeles Dodgers Foundation in Support of Dodgers Reviving Baseball in Inner Cities Youth Baseball and Girls Softball Leagues at Thirteen (13) Park Sites
- 16-131 EXPO Center – Donation from the Friends of EXPO Center for EXPO Center's Youth Job Corps Program
- 16-132 Various Donations to Operations Branch – Metro Region
- 16-133 Various Donations to Operations Branch – Valley Region

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- 16-134 Special Accounts – Tennis Surcharge – Fiscal Year 2015-2016 Transfer of Appropriations
- 16-135 Griffith Observatory – Personal Services Contract with Carl Zeiss AG for the Annual Maintenance and Service of the Universarium Mix Model 555 Star Projector at the Samuel Oschin Planetarium
- 16-136 Griffith Observatory – As-Needed Performance Director Services for the Live Performer Productions at the Samuel Oschin Planetarium Theatre – Amendment to Professional Services Contract No. 3455 with Christopher Shelton, A Sole Proprietor, to Extend the Term and Increase the Contract Amount
- 16-137 Harbor Highlands Park Improvements – Establishment of Account
- 16-138 Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) Project – Allocation of Quimby Fees
- 16-139 Ken Malloy Harbor Regional Park Synthetic Soccer Field (PRJ20761) (W.O. E170384F) – Approval of Final Plans; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3 (6), Class 11 (3,6) of the City CEQA Guidelines
- 16-140 Central Recreation Center – Pool and Bathhouse Renovation (PRJ20251) (W.O. #1907620) Project – Final Acceptance
- 16-141 Hollywood Recreation Center – Pool and Pool Building (PRJ1402B) (W.O. #E170344F) – Acceptance of Stop Payment Notice on Construction Contract No. 3454
- 16-142 Fiscal Year 2016-17 Personnel Resolution

3. CONTINUED BOARD REPORTS

- 16-101 Albion Riverside Park Project – Water Quality and Park Improvements (PRJ20647) (W.O. #EW40060F) Project – Approval of Final Plans
- 16-102 Ken Malloy Harbor Regional Park Synthetic Soccer Field (PRJ20761) (W.O. #E170384F) – Approval of Final Plans and Call for Bids; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3 (6), Class 11 (3,6) of the City CEQA Guidelines (Original Date – April 20, 2016)
Item to be Withdrawn

4. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – Commissioners Zuñiga and Culpepper
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

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5. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities
- Informational Update on the Greek Theatre

6. PUBLIC COMMENTS

Comments by the Public on All Other Matters within the Board's Subject Matter Jurisdiction

7. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Future Agenda Items

8. NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, June 15, 2016, 9:30 a.m., at Queen Anne Recreation Center, 1240 West Boulevard, Los Angeles, CA 90019.

9. 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 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/ForResidents/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.

REGULAR MEETING MINUTES

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

Wednesday, May 18, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at Normandale Recreation Center at 9:30 a.m. Present were President Sylvia Patsaouras, Vice President Lynn Alvarez, and Commissioner Misty M. Sanford. Also present were Michael A. Shull, General Manager, and Deputy City Attorney III Strefan Fauble.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer
Kevin Regan, Assistant General Manager, Operations Branch
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch
Noel Williams, Chief Financial Officer, Finance Division

CALL TO ORDER AND SPECIAL PRESENTATIONS

- Jacob Haik, Acting Chief of Staff of Councilmember Joe Buscaino's Office, made opening remarks and welcomed the Board and audience to the Fifteenth Council District.
- Assistant General Manager Kevin Regan introduced Department staff and provided background and programming information regarding Normandale Recreation Center.

APPROVAL OF THE MINUTES

Commissioner Sanford moved that the Board approve the Minutes of the May 4, 2016 Regular Meeting, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

BOARD REPORTS

16-118

SCHEDULE OF RATES AND FEES – EXEMPTION TO THE ANNUAL GARDEN USE FEES FROM THE COMMUNITY GARDEN FACILITIES RATES AND FEES FOR NONPROFIT ORGANIZATIONS OPERATING, MAINTAINING, AND PAYING UTILITY COSTS AT COMMUNITY GARDENS ON PARK PROPERTY

Joel Alvarez, Senior Management Analyst II of the Partnerships Division, presented Board Report No. 16-118 for approval of a proposed exemption to the Annual Community Garden Use Fee from the Community Garden Facilities Rates and Fees for outside, non-profit organizations currently operating, maintaining and paying utility costs at community gardens on park property, to be effective July 1, 2016; and authorization for Department staff to amend the Schedule of Rates and Fees to incorporate the proposed exemption.

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16-119

LATE NIGHT HOOPS BASKETBALL PROGRAM – DONATION FROM LOS ANGELES CLIPPERS FOUNDATION IN SUPPORT OF THE PROGRAM

Joel Alvarez, Senior Management Analyst II of the Partnerships Division, presented Board Report No. 16-119 for acceptance of a donation from the Los Angeles Clippers Foundation (LACF) consisting of funding and in-kind supplies with a total estimated value of up to \$56,934.00 for the Department's Late Night Hoops Basketball Program (Program); and direction to the Department's Chief Accounting Employee to deposit funds in the amount of \$31,934.00 received from the LACF for the Program in Fund 302, Department 89, Account 89703H, and Sub-Account LA, to pay for Program-related expenses from the Sub-Account LA. The Board and Department staff discussed that the Program is designed for young adult participants within the age range of 18 to 25 years old.

16-120

CENTRAL RECREATION CENTER POOL AND BATHHOUSE RENOVATION (PRJ20251) (W.O. #E1907620) PROJECT – ACCEPTANCE AND RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3513

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-120 for direction to Department staff to withhold the amounts claimed in the Stop Payment Notices for Construction Contract No. 3513, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if the specified amount of funds are available; and to notify contractors, sureties, and other interested parties that the amount of the claims included in the Stop Payment Notice plus 25% will be withheld; and acceptance of the Release of Stop Payment Notices for Construction Contract No. 3513.

16-121

CENTRAL RECREATION CENTER POOL AND BATHHOUSE RENOVATION (W.O. #E1907620) PROJECT – DIRECTIVE TO PARTIALLY RELEASE PAYMENT ON CONSTRUCTION CONTRACT NO. 3513

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-121 for direction to the Chief Accounting Employee to release \$422,600.00 per the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) (File No. P14-452) for Construction Contract No. 3513.

16-122

GAFFEY STREET POOL – POOL AND NEW BATHHOUSE RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT – ACCEPTANCE OF STOP PAYMENT NOTICE AND ACCEPTANCE OF BOND TO RELEASE MONEY WITHHELD ON STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3514

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Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-122 for direction to Department staff to withhold the amounts claimed in the Stop Payment Notice for Construction Contract No. 3514, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if the specified amount of funds are available; acceptance of the Bond to Release Money Withheld on the Stop Payment Notice filed by AWI Builders, Inc., for the Gaffey Street Pool and New Bathhouse Restoration Project; and to notify contractors, sureties, and other appropriate parties that the Stop Payment Notice and the Bond to Release Money Withheld on the Stop Payment Notice was accepted for Construction Contract No. 3514.

16-123

109TH STREET POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #1906494) – REVISED DIRECTIVE TO WITHHOLD CONTRACT PAYMENTS ON CONSTRUCTION CONTRACT NO. 3462

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-123 for direction to the Department's Chief Accounting Employee to increase the withhold amount from \$332,327.16 to \$749,995.92 as assessed by the Revised Directive to Withhold Contract Payments dated April 11, 2016 from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for the 109th Street Pool and Bathhouse Replacement Project with Simgel Company, Inc. for Construction Contract No. 3462. The Board, Department staff, and Bureau of Engineering staff discussed delays in construction projects in which Simgel Company, Inc. is involved due to staffing and payment issues.

16-124

LOS ANGELES RIVERFRONT PARK – PHASE II (W.O. #E170406F) REVISED DIRECTIVE TO WITHHOLD CONTRACT PAYMENT ON CONSTRUCTION CONTRACT NO. 3385

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch presented Board Report No. 16-124 for direction to the Department's Chief Accounting Employee to decrease the withhold amount from \$615,878.88 to \$487,512.60 as assessed by Revised Directive to Withhold Contract Payments dated April 15, 2016, from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for the Los Angeles Riverfront Park – Phase II Project with Simgel Company, Inc. for Construction Contract No. 3385.

16-125

LOS ANGELES RIVERFRONT PARK – PHASE II (W.O. #E170406F) PROJECT – AUTHORITY TO NEGOTIATE AND ISSUE CHANGE ORDERS, SUPPLEMENTAL AGREEMENT CHANGE ORDER, AND SUBSEQUENT CHANGE ORDERS TO CONTRACT NO. 3385

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch presented Board Report No. 16-125 for grant authorization to the General Manager to negotiate and issue a Supplemental Agreement to the contractor, Simgel Company, Inc., to extend the terms and conditions of Contract No. 3385 from the current change order ceiling of \$1,003,000.00, or 25% of

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the contract award amount, to a new ceiling amount in the amount of \$1,925,000.00, or 48% of the contract award amount; and authorize the General Manager to issue subsequent change orders up to a not-to-exceed amount of \$1,925,000.00, or 48% of the contract award amount, to complete the Los Angeles Riverfront Park – Phase II Project. Commissioner Sanford requested that Department staff report back on how much has been invested on Los Angeles River projects by the Department and other funding sources. General Manager Michael Shull discussed that the Report will include the projected costs for the design of other Los Angeles River projects.

16-126

HOLLYWOOD RECREATION CENTER – POOL AND POOL BUILDING PROJECT (PRJ1402B) (W.O. #E170344F) – CONTRACT NO. 3454 – FINAL ACCEPTANCE

Tom Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-126 for acceptance of work performed by Morillo Construction, Inc. under Construction Contract No. 3454 for the Hollywood Recreation Center Pool and Pool Building Project (Project); and authorization for the Board Secretary to immediately release from escrow all retention monies held under Contract No. 3454 to Morillo Construction, Inc. after deducting funds for any remaining Stop Payment Notices and/or penalties, and furnish Morillo Construction, Inc. with a Letter of Completion. The Board, Department staff, and Bureau of Engineering staff discussed the Project's public art component and ongoing discussions with the Department of Cultural Affairs regarding mural installations, the change orders involving errors and omissions in the Project design and construction work, and the use of pre-qualified list of contractors for future pool projects.

Public comments were invited for the Board Reports. Two requests for public comment were submitted for Report No. 16-118, and such comments were made to the Board.

President Patsouras requested a Motion to approve the Board Reports as presented. Commissioner Sanford moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

COMMISSION TASK FORCES

- Commission Task Force on Concessions Report (Commissioners Zuñiga and Culpepper)

There was no report for the Commission Task Force on Concessions.

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

Commissioner Sanford reported on the Facility Repair and Maintenance Task Force Meeting held on May 18, 2016 prior to the Board Meeting, in which the Task Force discussed the proposed asphalt coating material for the refurbishment of the Runyon Canyon Park access road, and the change order requests for the Los Angeles Riverfront Phase II Project. The Department of Cultural Affairs also presented on the CURRENT: LA Water Public Art Initiative involving water and drought focused art projects throughout the City of Los Angeles.

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GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on Department activities, facilities, and upcoming events. The Annual MacArthur Park Youth Fishing Derby was held on May 14, 2016 at MacArthur Park Lake. The Dodgers Day and RBI Youth Clinic is scheduled on May 21, 2016 at Baldwin Hills Recreation Center. The EXPO Center's Youth Orchestra Los Angeles (YOLA) is hosting a free concert on May 22, 2016 at Encino Park. The Annual Memorial Day Muscle Beach Competition is scheduled on May 28 – 30, 2016 at Venice Beach Recreation Center. A Hawaiian Festival of the Arts is scheduled on June 3 – 5, 2016 at Northridge Recreation Center. The Lotus Festival Press Luncheon is scheduled on June 9, 2016 at Echo Park Lake to commemorate the 36th Annual Lotus Festival scheduled on July 9-10, 2016 with the Republic of Korea as the host country. Councilmember David Ryu's Office, Fourth Council District, is hosting the Asian Heritage Month Lantern Festival on May 21, 2016 at City Hall South Lawn Park. General Manager Shull also discussed the Fiscal Year 2016-17 priority budgetary requests for Park Ranger positions and increased funding for the CLASS Parks program, equity programs, and the restroom maintenance program. A water rate increase amounting to approximately \$5 million and a staffing level increase by approximately 30 positions will be absorbed through budgetary measures, some of which will be covered by an increase in annual tax appropriations of approximately \$11 million. Although the water rate has increased, the Department has decreased water usage by approximately 50% over the last decade as a result of water conservation efforts. The City Council is considering the Department's final budget on May 19, 2016.
- General Manager Michael Shull reported on the Greek Theatre's 2016 Season performances and events. The Bach, Rock & Shake community event was held on May 6, 2016, and two graduation ceremonies for John Marshall High School and Los Angeles Community College are being hosted at the Greek Theatre. General Manager Shull also discussed the Greek Theatre's DASH shuttle program which has increased in ridership, future endeavors for promoting the DASH shuttle program, and Metro Rail's plan to advertise the Sunset/Vermont Red Line stop as an alternate method of transportation for the Greek Theatre.

PUBLIC COMMENTS

Public comments on matters within the Board's jurisdiction were invited. Two requests for public comment were submitted, and such comments were made to the Board.

FUTURE AGENDA ITEMS

Commissioner Alvarez requested that Department staff report back to the Facility Repair and Maintenance Task Force regarding public art matters involving the Department of Cultural Affairs. Commissioner Alvarez also requested a report to the Board regarding the AngelFest event, and a report regarding the conditions of recreational facilities and any planned improvement projects within the Wilmington area.

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NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, June 1, 2016, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 10:55 a.m.

ATTEST

PRESIDENT

BOARD SECRETARY

BOARD REPORT


NO. 16-127

DATE: June 01, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK - RESCISSION OF APPROVAL FOR THE INSTALLATION OF BASKETBALL COURT IMPROVEMENTS AND ANCILLARY PARK AMENITIES WITH THE EXCEPTION OF WORK RELATED TO RESTORATION AND REPAIR OF EXISTING RETAINING WALL

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

Rescind the Board's prior approval of for the installation of basketball court improvements with recognition signage, and ancillary park amenities such as a drinking fountain and fencing at the site of the existing concrete court, with the exception of work related to the restoration and repair of an existing retaining wall at Runyon Canyon Park. (Board Report No. Report No. 15-223).

SUMMARY

On November 4, 2015, the Board approved a project consisting of the repair and restoration of an existing retaining wall and installation of basketball improvements with ancillary park amenities at the site of an existing concrete court within Runyon Canyon Park (collectively, "the Project"). The Project was approved to be funded through a charitable contribution from Pink Dolphin Clothing, LLC (Pink Dolphin) to the Friends of Runyon Canyon Foundation (FORC), at no cost to the Department of Recreation and Parks (RAP) or the City of Los Angeles (City). The Project was to be implemented through a contract between FORC and B&W Holdings, Inc., (dba, Digital Interiors) and through a temporary, revocable Right of Entry Permit (No. 766) issued by RAP. The Board conditionally approved the Project contingent upon plans and specifications being approved by RAP's Planning, Construction and Maintenance Branch (PCM), and all required permits being obtained by FORC's selected contractor. There are no executed agreements for this Project between RAP and FORC or Pink Dolphin.

In addition to the restoration of an existing retaining wall in need of repair and replacement, the Project also included leveling and resurfacing the existing concrete court with non-slip material and court lines; demolition and removal of existing, fallen chain-link fencing; replacement of

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fencing with the installation of new ten-foot high, coated fencing around the perimeter of the Court; installation of basketball equipment consisting of two (2) eight-inch (7 gauge) regulation height poles with overhang fixtures, tempered-glass backboards and heavy duty goals; installation of a new drinking fountain with related plumbing and connections; and the placement of a recognition logo on the court surface and installation of recognition signage.

On or about April 18, 2016, Citizens Preserving Runyon, an unincorporated association, and others, filed a lawsuit challenging the CEQA process performed by RAP for this project (Los Angeles Superior Court Case No. BS 161761). Additionally, there have been several community concerns expressed to the City related to the community engagement process for this project.

On or about May 17, 2016, FORC notified the City that after much review and input from park users, neighbors and stakeholders, FORC recommended that the basketball court Project be cancelled. RAP has also determined that it is in RAP's best interest to rescind and terminate the Board's prior action to approve the basketball court portion of the Project, including the installation of recognition signage and ancillary park amenities (fencing and drinking fountain). RAP acknowledges the necessity to obtain broader community input and/or environmental review should decisions be made regarding proposed future improvements or engaging other existing or proposed sponsorship funded projects at Runyon Canyon Park; however, The Department greatly appreciates and commends the donor's generous intentions to support park improvements at Runyon Canyon Park.

RAP's recommended rescission does not include the repairs to the existing retaining wall. The retaining wall repairs are independent from the proposed basketball court project and are needed in order to safely reopen adjacent hiking trails as well as a key fire service road. For these reasons staff recommends that the critical on-going retaining wall restoration be completed.

For the reasons set forth above, RAP recommends that the Board rescind its prior approval of Report No. 15-223 for the installation of basketball court improvements with recognition signage, and ancillary park amenities such as a drinking fountain and fencing at the site of the existing concrete court, with the exception of work related to the restoration and repair of the retaining wall. RAP is currently evaluating and reviewing cost estimates and plans for completing the remaining wall work and will soon bring those to the Board for approval, including information on the work completed to date and requests for funding allocations or mechanisms necessary to finish the remaining work.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the RAP General Fund associated with the Board's rescission of its

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prior action pending requests and evaluations for future allocations of funding needed to complete the retaining wall.

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

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NO. 16-128

DATE June 01, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – EARLY CLOSURE FOR THE 2016 INDEPENDENCE DAY HOLIDAY

AP Diaz _____
R. Barajas _____
H. Fujita _____

V. Israel _____
* K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION

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, 2016.

SUMMARY

Our Nation's Independence Day 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 for people who gather to view legal fireworks displays to bring and discharge fireworks illegally in the park.

Illegal fireworks pose a potential fire risk to the various hillside 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 Park be closed early on July 2, 3, and 4, 2016. Runyon Canyon's current hours of operation per Los Angeles Municipal Code (LAMC) Section 63.44 B.14(c), are "closed one hour after Sunset, and open one 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 Four, 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, 2016.

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FISCAL IMPACT STATEMENT

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

This Report was prepared by Joe Salaices, Superintendent, Griffith Region.

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NO. 16-129

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C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH REGION – DONATION OF A HORSE

AP Diaz _____
R. Barajas _____
H. Fujita _____

V. Israel _____
* K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION

Accept the donation as noted in the Summary of this Report, and that appropriate recognition be given to the donor.

SUMMARY

In October 2008, the Park Ranger Mounted Unit was re-established through a donation from the Los Angeles Parks Foundation. This Unit is responsible for conducting visual patrols, making presentations for interpretive programs, and representing the Department of Recreation and Parks (RAP) at various events. With the assistance of trainer Heidi Paul, the Park Ranger Mounted Unit has become a competent and proficient unit.

In demonstration of community support for the Park Ranger Mounted Unit's continuing existence and development, Dena Lacey donated a Palomino Gelding named "JC Shot of Gold," also known as "Trigger." This donation is estimated to be valued at Ten Thousand Dollars (\$10,000.00).

Accepting this donation allows the Park Ranger Mounted Unit to have five horses for patrol of park trails, as well as expand the Unit's capability to provide a presence at various regional parks and at RAP functions and activities.

Documents in Attachment A include a Statement of Good Health from veterinarian Michael S. Peralez, DVM, medical history, and certification for the donated horse.

FISCAL IMPACT STATEMENT

Acceptance of this donation would incur an estimated annual cost of Eight Thousand, Four Hundred Dollars (\$8,400.00) for the maintenance and care of "Trigger."

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This Report was prepared by Deirdre Symons, Senior Administrative Clerk, Griffith Region.

LIST OF ATTACHMENTS

A) Statement of Good Health, Medical History, and Certification for Donated Horse

Michael S. Peralez, D.V.M.
Equine Medicine & Surgery

1009 N. Santa Anita Ave., Arcadia, CA 91006

626-446-8911 FAX 626-446-5536

25 April 2016

To Whom It May Concern:

"Shot of Gold" aka "Trigger" is in good health. He is suitable for walking on the trails for patrol use.

Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Michael S Peralez, DVM". The signature is written in a cursive style.

Michael S Peralez

ATTACHMENT A

Michael S. Peralez, DVM & Associates
1009 N Santa Anita Ave
Arcadia, CA, 91006
Tel: (626) 446 8911
Email: vetoffice@sbcglobal.net

Medical History

Printed at Site: Dr. Peralez
Medical History for: Kim Hershman



Tel Home: [Redacted]
Tel Work: [Redacted]
Tel Mobile: [Redacted]

Patient Name: Trigger
Species: Equine
Breed: Unknown
Colour:

Sex:
Age:
Microchip No:

Date	Description	Site	Vet	Qty
01/14/2016 08:45	Split Visit Prepurchase Exam Examination- See PPE	Dr. Peralez	Dr. Peralez	1.00 1.00
01/28/2016 00:52	Split Visit Lameness Exam Examination- Recheck exam- recently reshod ~ 2 days ago. Longe line trot. Grade 1-2 lameness RF leg. Improved over 1 week ago. No soreness, heat, or pain was noted in the exam. Mild sensitivity or resentment was noted as RF leg was pulled caudally. RF leg was pulled caudally for 1 minute and trotted. No change. Will call Kim with results. L/M on cell phone.			1.00 1.00

Michael S. Peralez, DVM

1009 N Santa Anita Ave. Arcadia, CA 91006
626.446.8911 vetoffice@sbcglobal.net

Pre-Purchase Examination

14 January 2016

Buyer's Name:	Kim Hershman	Phone Number:	[REDACTED]	
Address:				
Owner's Name:	Lacey	Phone Number:		
Address:				
Horse's Name:	Trigger	Horse Location:	Renee Baker, LAEC, Burbank, CA	
Tattoo/Brand:		Color:	Palomino	Reg. No.
Breed:	AQHA	Age:	6 years	Sex: Gelding
Previous Medical History:	Unknown			
Intended Use:	Pleasure, show			

Physical Examination

Rectal Temperature: 99.6° F Mucus Membranes: pink Capillary Refill Time: 1.0 seconds

Cardiovascular System

Resting Heart Rate- 32 bpm Post-Exercise Heart Rate- 48 bpm Murmurs- None

Respiratory System

Resting Resp Rate- 12 bpm Post-Exercise Resp Rate- 48 bpm Lung/Trachea Sounds- Normal

No cough or nasal discharge was present.

Ophthalmoscopic Exam

Normal

Digestive System

Normal gut sounds in all four quadrants. Dental is needed

Neurologic System

Normal

Musculoskeletal System

Normal

Dermatologic Exam

Normal

External Genitalia/Reproductive System

Sheath was dirty.

Temperament

Excellent

Soundness Exam

N- Normal + minimal ++ moderate +++ marked

Left Front Limb

Hoof Testers:	N	Distal Limb Flexion:	N	Lameness:	Sound
Flexor Tendons:	N	D.L. Flexion Test:	N	Heat/Inflammation:	None
Susp. Ligament:	N	Carpal Flexion:	N	Hoof Conformation:	Normal
Joint Effusion:	N	Carpal Flexion Test:	N	General Conformation:	Normal
Musculature:	N	Integument:	N		

Comments: Unshod in front.

Right Front Limb

Hoof Testers:	N	Distal Limb Flexion:	N	Lameness:	Grade 2/5
Flexor Tendons:	N	D.L. Flexion Test:	N	Heat/Inflammation:	None
Susp. Ligament:	N	Carpal Flexion:	N	Hoof Conformation:	Normal
Joint Effusion:	N	Carpal Flexion Test:	N	General Conformation:	Normal
Musculature:	N	Integument:	N		

Comments: Lameness was worse on hard ground

Left Hind Limb

Hoof Testers:	N	Spavin Flexion Test:	N	Lameness:	Sound
Flexor Tendons:	N	Stifle Joint:	N	Heat/Inflammation:	None
Susp. Ligament:	N	Integument:	N	Hoof Conformation:	Normal
Joint Effusion:	N	Musculature:	N	General Conformation:	Normal

Comments: Shod with sliders behind.

Right Hind Limb

Hoof Testers:	N	Spavin Flexion Test:	N	Lameness:	Sound
Flexor Tendons:	N	Stifle Joint:	N	Heat/Inflammation:	None
Susp. Ligament:	N	Integument:	N	Hoof Conformation:	Normal
Joint Effusion:	N	Musculature:	N	General Conformation:	Normal

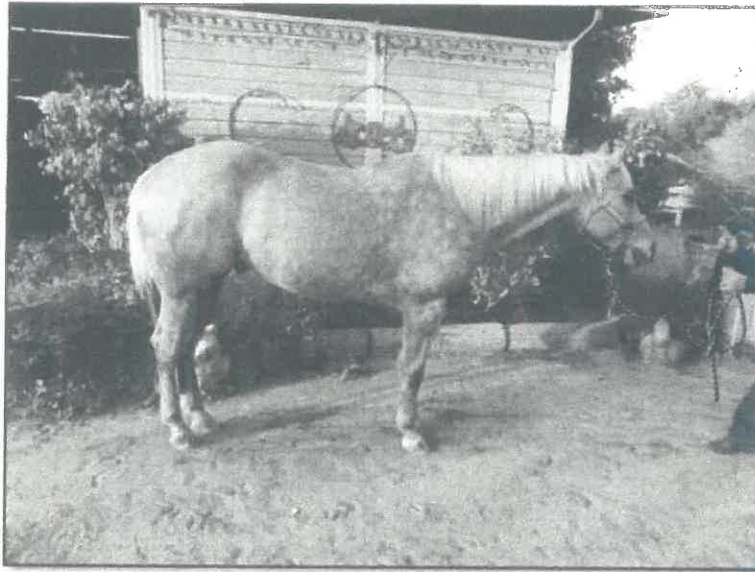
Comments:

Radiography: None taken

Other Tests

Drug Testing:	Not performed	Endoscopic Exam:	Not performed
Blood Chemistry/CBC:	Not performed	Ultrasound Exam:	Not performed
Coggins Test:	Not performed		

Identification



Additional Markings:

Comments/Radiographic Findings

Trigger was an excellent horse to examine.

The RF lameness was visible on both soft and firm surfaces but worse on the firm ground. Close examination of the RF limb did not reveal any cause of lameness. There was no swelling, heat or pain in the RF leg. It was recommended that Trigger be shod and rechecked at a later date.

On 28 January 2016, Trigger was rechecked. He was shod with regular steel shoes in front two days prior to the recheck. Grade 2 lameness was still present in the RF limb but was much less obvious and less severe. No cause of the lameness was apparent. If lameness continues then further diagnostics, such as nerve blocks and xrays, may be necessary.

I, Michael S. Peralez, DVM, have on this day made a clinical examination of the above horse. The sole purpose of this examination is to collect information about this horse. This examination is not to be used as a prognosis or warranty for future use. I call the specific attention of the buyer to the medical history, clinical findings, and radiographic findings prior to the purchase of this horse.

Michael S. Peralez, DVM

Michael S Peralez, DVM

REGISTERED NAME
JC SHOT OF GOLD
REGISTRATION NUMBER
5303539



DATE ISSUED
APRIL 14, 2011
OWNER NAME
LACEY DENA

DENA LACEY



MARKINGS
STAR AND SNIP. RIGHT FORE HALF PASTERN WHITE. NO OTHER MARKINGS.

The name on the front of this certificate listed as CURRENT OWNER is the present owner of this horse as shown on the records of American Quarter Horse Association. If ownership changes have occurred, up to three previous owners are listed below. All other ownership records are on file in the AQHA office.

6/05/09 WENDT ORRIN H



(Physical Address)
1600 Quarter Horse Drive
Amarillo, TX 79104

Telephone: (806)376-4811
www.aqha.com

(Mailing Address)
P.O.Box 200
Amarillo, Texas 79168

BOARD REPORT


NO. 16-130

DATE June 01, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION – DONATION OF FUNDS, EQUIPMENT, AND IN-KIND CONTRIBUTIONS FROM THE LOS ANGELES DODGERS FOUNDATION IN SUPPORT OF DODGERS REVIVING BASEBALL IN INNER CITIES YOUTH BASEBALL AND GIRLS SOFTBALL LEAGUES AT THIRTEEN (13) PARK SITES

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

Accept a donation from the Los Angeles Dodgers Foundation (LADF) consisting of funding, uniforms, equipment, and in-kind contributions, with an estimated value of One Hundred Fifty-One Thousand, Five Hundred Thirty-Six Dollars (\$151,536.00), in support of the Department of Recreation and Parks' (RAP) operation of the Dodgers Reviving Baseball in Inner Cities Program (RBI) 2016 season, for the benefit of youth ages 5 to 15; and that appropriate recognition be given to LADF.

SUMMARY

The Los Angeles Dodgers Foundation (LADF) is a 501(c)(3) non-profit organization and the official team charity of the Los Angeles Dodgers. LADF's primary focus is to strengthen and support cornerstone programs in sports, recreation, education, literacy, health, and wellness, which benefit children and families in need throughout the greater Los Angeles region. The Dodgers RBI Program (Program) is part of an international Major League Baseball (MLB) initiative, which today encompasses more than two hundred (200) cities and over two hundred thousand (200,000) youth, helping them grow on and off the baseball field. Over the past four years, the Program has been supported by MLB and LADF; one year by MLB for Spring League 2013, and by LADF for Spring Leagues 2014, 2015, and 2016. The 2016 Program began in May and will conclude in August 2016.

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The following is a list of the thirteen (13) recreation centers that are participating in the 2016 Program:

- 109th Street Recreation Center
- Algin Sutton Recreation Center
- Baldwin Hills Recreation Center
- Central Recreation Center
- Denker Recreation Center
- Harbor City Recreation Center
- Jackie Tatum/Harvard Recreation Center
- Martin Luther King Jr. Recreation Center
- Normandie Recreation Center
- Rancho Cienega Sports Complex
- Rosecrans Recreation Center
- Ross Snyder Recreation Center
- South Park Recreation Center
- Van Ness Recreation Center

The LADF's current support for the 2016 Program consists of:

- Funding in the amount of Forty-Two Thousand, Seventeen Dollars (\$42,017.00) for umpire and field maintenance expenses at the thirteen (13) Program sites; Two Thousand Fifty-Two (2,052) sets of baseball uniforms and Four Hundred Forty-Four (444) sets of softball uniforms, consisting of a cap, two jerseys, pants, socks, and belts for each participant; Two Hundred Eight (208) polo shirts for head coaches, and Four Hundred Sixteen (416) Dodger t-shirts for assistant coaches; with the value of the uniforms and sports apparel amounting to approximately Forty Thousand, Seven Hundred Twenty-Four Dollars and Sixteen Cents (\$40,724.16); and
- Baseball and softball equipment valued at approximately Twenty-Three Thousand, Seven Hundred Ninety-Four Dollars and Eighty-Four Cents (\$23,794.84).

The total value of the LADF's donation of funding, uniforms, and equipment is One Hundred Six Thousand, Five Hundred Thirty-Six Dollars (\$106,536.00), excluding additional in-kind Program contributions.

The uniforms, which display the RAP logo on one sleeve, will be worn at league games by approximately Two Thousand, Four Hundred Ninety-Six (2,496) boys and girls, ages 5 through 15, and approximately Four Hundred Sixteen (416) coaches. Program participants will be allowed to keep the issued uniforms for personal use once the season ends. The donated baseball and softball equipment will be retained by each participating recreation center for future use.

BOARD REPORT

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The LADF also provided RAP with the following in-kind contributions with an estimated value of Forty-Five Thousand Dollars (\$45,000.00):

- Recruitment flyers and banners for each site;
- Vision to Learn free eye exams and eyeglasses for event participants at Baldwin Hills and Rosecrans Recreation Centers "Dodger Days" events. Additional activities include a baseball clinic, inflatable Dodger pitching machine, alumni autograph signing, Dodger dogs, a DJ, and various giveaways;
- Bank of America Better Money Habits Seminars held at 109th Street and Denker Recreation Centers. The seminars are intended to teach parents and players how to manage their money and save for college;
- A coaching clinic was held at Rancho Cienega Sports Complex;
- An invitation to all players and coaches to the annual PlayerFest at Dodger Stadium, where a baseball clinic, stadium tours, carnival games, various giveaways, alumni autographs, eye exams, and lunch will be provided.

The collective, approximate value of LADF's donation to RAP, which includes uniforms, equipment, and in-kind contributions in support of the Program's 2016 season, is approximately One Hundred Fifty-One Thousand, Five Hundred Thirty-Six Dollars (\$151,536.00).

The Assistant General Manager of the Operations Branch and the Superintendents of the Pacific and Metro Regions support the 2016 Program, and each concurs with staff's recommendations.

FISCAL IMPACT STATEMENT

This donation of funding, uniforms, equipment, and in-kind contributions valued at approximately One Hundred Fifty-One Thousand, Five Hundred Thirty-Six Dollars (\$151,536.00), from the LADF through the RBI Program, supplements uniforms, equipment, and other related expenses to make the RBI baseball and softball programs a success. Acceptance of the LADF's annual donation has no fiscal impact on the RAP General Fund, as all funding is being provided by the LADF, at no cost to RAP, for the benefit of participating youth from thirteen (13) communities.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership and Revenue Branch.

BOARD REPORT

NO. 16-131

DATE June 01, 2016

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER FOR EXPO CENTER'S YOUTH JOB CORPS PROGRAM

AP Diaz _____
R. Barajas _____
H. Fujita _____

V. Israel _____
* K. Regan _____
N. Williams _____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Accept a donation in the amount of Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00) from the Friends of EXPO Center for the EXPO Center Youth Job Corps Program 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; 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 Friends of EXPO Center was established as a 501(c) organization in 1998 to develop the site of the 1932 Los Angeles Olympic Swimming Stadium and construct a state-of-the-art recreational and community center. Today, a thirty-two (32) member volunteer board composed of community and business leaders continues 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 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 interns who participate in the Program and must be expended on or before January 31, 2017. In

BOARD REPORT

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addition, several Program interns will be hired for aquatics and stipends will be paid from program donations already deposited into the EXPO Aquatics MRP Account 752.

The Friends of EXPO Center has supported this Program for seven years, donating a total of Three Hundred Forty-Eight Thousand, Five Hundred Dollars (\$348,500.00) to support EXPO Center's Youth Job Corps program. This year, EXPO Center will be employing fifty (50) interns. The Natural History Museum of Los Angeles County, our Program partner, will hire an additional twenty (20) EXPO Center teens to intern at the Museum. In total, seventy (70) teens will have an opportunity to receive a paid internship.

The EXPO Center 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, 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 intern 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.

BOARD REPORT

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NO. _____

DATE June 01, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **VARIOUS DONATIONS TO OPERATIONS BRANCH – METRO REGION**

AP Diaz _____
R. Barajas _____
H. Fujita _____

V. Israel _____
* K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION

Accept the following donations as noted in the Summary of this Report, and that appropriate recognition be given to the donors.

SUMMARY

Alpine Recreation Center

Kow Kong Benevolent Association of Los Angeles donated One Thousand Dollars (\$1,000.00) for youth programming.

Boyle Heights Sports Center

Final Choice donated "Frozen" toys. The total estimated value of this donation is Eight Hundred Fifteen Dollars and Forty-Nine Cents (\$815.49).

Chevy Chase Recreation Center

La Villa Café donated assorted food items for the Winter Recital and Toy Giveaway event. The total estimated value of this donation is Five Hundred Dollars (\$500.00).

Eagle Rock Recreation Center

Charles Ritter and Hayley Buchbinder donated a foosball table. The total estimated value of this donation is Three Hundred Dollars (\$300.00).

El Sereno Recreation Center

Tampico Company donated bottled juice drinks for the "Breakfast with Santa" winter event. The total estimated value of this donation is Three Hundred Fifty Dollars (\$350.00).

El Sereno Senior Citizen Center

El Sereno Senior Club donated Two Hundred Fifty Dollars (\$250.00) for programming.

Hilos De Plata Senior Club donated One Hundred Fifty Dollars (\$150.00) for programming.

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Glassell Senior Citizen Center

Uptown Gay and Lesbian Alliance (UGLA) donated an electric griddle, electric hot plate, and a high-definition television (HDTV). The total estimated value of this donation is Four Hundred Fifty-Two Dollars and Ninety-Seven Cents (\$452.97).

Haute House donated fabric and fabric sample books. The total estimated value of this donation is Five Hundred Dollars (\$500.00).

Teresita and Ricardo Gutierrez donated electronic equipment and an electric skillet. The total estimated value of this donation is One Hundred Fourteen Dollars and Ninety-Seven Cents (\$114.97).

Hazard Recreation Center

Brian Robinson donated seventy (70) used gymnasium wall-padding mats. The total estimated value of this donation is One Thousand Four Hundred Dollars (\$1,400.00).

Highland Park Senior Citizen Center

CBS Television Studios donated One Thousand Dollars (\$1,000.00) for facility improvements.

Lafayette Multipurpose Community Center

Chung Yuem donated One Hundred Dollars (\$100.00) for the Pee Wee Division Basketball League.

Lake Street Community Center

Shakey's Pizza Parlor made three separate donations of Eighty Dollars and Nine Cents (\$80.09), Ninety Dollars and Twenty-Eight Cents (\$90.28), and One Hundred Six Dollars and Twenty-Six Cents (\$106.26), for a total of Two Hundred Seventy-Six Dollars and Sixty-Three Cents (\$276.63), for center programming.

Lincoln Heights Senior Citizen Center

The APGroup.net donated of a high-definition television (HDTV). The estimated value of this donation is Seven Hundred Dollars (\$700.00).

Lincoln Park Recreation Center

Kaiser Foundation Health Plan, Inc., donated Three Thousand Dollars (\$3,000.00) for the annual "90-Plus Senior Luncheon" event.

Pan Pacific Recreation Center

Ruben Vasquez donated a microwave. The estimated value of this donation is Sixty Dollars (\$60.00).

Los Angeles Volleyball Organization donated Six Hundred Ninety-Five Dollars and Thirty-Eight Cents (\$695.38) for sports programming.

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Pecan Recreation Center

Art + Commerce, LLC, donated Three Thousand Dollars (\$3,000.00) for sports programming.

Seoul International Park

Peter Kim made donated One Hundred Dollars (\$100.00) for programming.

FISCAL IMPACT STATEMENT

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

This Report was prepared by Bertha Calderon, Management Analyst II, Metro Region

BOARD REPORT

n **NO.** 16-133

DATE June 01, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS DONATIONS TO OPERATIONS BRANCH – VALLEY REGION

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

That the Board accept the following donations as noted in the Summary of this Report, and that appropriate recognition be given to the donors.

SUMMARY

Operations Branch Valley Region, has received the following donations:

Camp Hollywoodland

Wills Communication – LA Shares donated a color printer. Estimated value of this donation is Five Hundred Dollars (\$500.00).

David M. Gonzales Recreation Center

Teofila Poblano donated Forty Dollars (\$40.00) to be used for center programs.

Encino Community Center

Kloper & Ravden, LLP, donated office supplies. Total estimated value of this donation is Two Hundred Fifty Dollars (\$250.00).

Encino Neighborhood Council donated Seven Hundred Thirty-Five Dollars (\$735.00) to be used for the Musical Theater.

Encino Neighborhood Council donated Five Hundred Dollars (\$500.00) to be used for the Movies in the Park.

Lanark Recreation Center

Gary and Sue Raekstraw donated One Hundred Dollars (\$100.00) to be used for the Halloween carnival.

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Rustic Canyon Recreation Center

Zack Smith donated Ninety-Three Dollars and Seventy-Five Cents (\$93.75) to be used for center programs.

Erich Stratmann donated Two Hundred Eighty-Five Dollars (\$285.00) to be used for center programs.

Kim Jacobs donated One Hundred Twenty-Eight Dollars (\$128.00) to be used for center programs.

Bill Benenson donated Three Hundred Dollars (\$300.00) to be used for center programs.

Palisades Post donated Five Hundred Dollars (\$500.00) to be used for center programs.

Sherman Oaks East Valley Adult Center

Debra Duval donated magazines. Total estimated value of this donation is Twenty Dollars (\$20.00).

Anita Johnson donated paperback books. Total estimated value of this donation is One Hundred Forty Dollars (\$140.00).

Kilani Hutchinson donated magazines. Total estimated value of this donation is Two Hundred Dollars (\$200.00).

Marion Wilson donated jigsaw puzzles. Total estimated value of this donation is Thirty-Five Dollars (\$35.00).

Bob Rider donated books. Total estimated value of this donation is One Hundred Dollars (\$100.00).

Nanci Dandrea donated books. Total estimated value of this donation is Thirty Dollars (\$30.00).

Studio City Recreation Center

Studio City Residents' Association donated Five Thousand Dollars (\$5,000.00) for the Winter Family Festival.

Sun Valley Recreation Center

Monica Vacas donated Five Hundred Dollars (\$500.00) to be used for sports programs.

HMOTORSONLINE INC. donated Five Hundred Dollars (\$500.00) to be used for sports programs.

Sal's Liquor donated Five Hundred Dollars (\$500.00) to be used for sports programs.

Valley Plaza Recreation Center

Andy Chen donated Six Hundred Fifty dollars (\$650.00) for special events.

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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 Louis Loomis, Management Analyst II, Valley Region.

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NO. 16-134

DATE June 01, 2016

C.D. 2,4,5,12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SPECIAL ACCOUNTS – TENNIS SURCHARGE – FISCAL YEAR 2015/2016
TRANSFER OF APPROPRIATIONS

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer appropriations within accounts in Recreation and Park Fund 302/Department 89 to "Pay Tennis Revenue Surcharge" Sub Accounts per Attachment A; and,
2. Authorize the General Manager, or Designee, to make corrections as necessary, to those transactions included in this Report.

From:	Fund No. / Department No. / Account No.	Fund Amount
<u>Funding Source</u> Pay Tennis Surcharge	302/89/090K00	\$462,534.58
To:	Fund No. / Department No. / Account No.	Fund Amount
Pay Tennis Revenue Surcharge Sub-Account Balboa Park Tennis Rehab	302/89/090KBA	\$ 65,000.00
Pay Tennis Revenue Surcharge Sub-Account Cheviot Hills Rehab	302/89/090KCH	\$ 38,000.00
Pay Tennis Revenue Surcharge Sub-Account Griffith Riverside Rehab	302/89/090KGR	\$ 15,000.00
Pay Tennis Revenue Surcharge Sub-Account Griffith Vermont Rehab	302/89/090KGV	\$ 10,000.00
Pay Tennis Revenue Surcharge Sub-Account	302/89/090KPT	\$ 10,000.00

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Poinsettia Tennis

Pay Tennis Revenue Surcharge Sub-Account Van Nuys/Sherman Oaks Tennis	302/89/090KVA	\$ 15,000.00
Pay Tennis Revenue Surcharge Sub-Account Westwood Tennis Rehab	302/89/090KWD	\$ 64,000.00
Total Transfers		\$217,000.00

SUMMARY

The Tennis Revenue Surcharge 090K Account within Fund 302 was established in Report No. 596-90 in 1990. The Tennis Revenue Account is comprised of nine pay for play tennis facilities each with their own sub-account numbers. A transfer of funds from the 090K00 Account to these sub-accounts is needed to support expenditures such as tennis court repairs and repainting, hardscape improvements, court lighting, purchase tennis nets and outdoor court seating as needed. The 090K account also supplements staff salaries when budget monies are depleted.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the RAP's General Fund as this redistribution simply shifts funds from the General 090K00 Account to its own 090K-sub-accounts. The pay Tennis Revenue Surcharge will continue to generate a positive fiscal impact for RAP by sustaining facility maintenance and infrastructure improvements as well as providing revenue for the RAP's General Operation Fund.

This report was prepared by Joe Salaices, Superintendent of Recreation and Parks Operations; Griffith Region.

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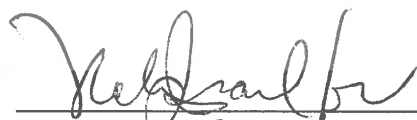
DATE: June 01, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY – PERSONAL SERVICES CONTRACT WITH CARL ZEISS AG FOR THE ANNUAL MAINTENANCE AND SERVICE OF THE UNIVERSARIUM MIX MODEL 555 STAR PROJECTOR AT THE SAMUEL OSCHIN PLANETARIUM

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	* N. Williams	<u>NDW</u>



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three year Personal Services Contract (Contract), between the City of Los Angeles and Carl Zeiss AG, a German Corporation (“Contractor”), for the routine maintenance and service of the Universarium MIX Model 555 Star Projector located in the Samuel Oschin Planetarium at Griffith Observatory, subject to the approval of the Mayor, and the City Attorney as to form;
2. Find that yearly maintenance of the Griffith Observatory Star Projector is exempt from competitive bidding, pursuant to Charter Section 371(e)(7), as the work is required to be performed by a sole source contractor, the projector manufacturer (Carl Zeiss AG), whose work is proprietary, with no training available for the services required;
3. Approve the total encumbrance and payment from Fund 302 Department 88 Account 003040, in the amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per year for the aforementioned maintenance service in Fiscal Years 2015-2016, 2016-2017, 2017-2018, to equal a not-to-exceed total of Seventy-Five Thousand Dollars (\$75,000.00) for the proposed three year Contract;
4. Authorize the Department of Recreation and Parks’ (RAP) Chief Accounting Employee to make technical corrections as necessary to those transactions included in the Report to carry out the intent of this Report;
5. Direct the Board Secretary to transmit the proposed Contract 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 the Agreement upon receipt of the necessary approvals.

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NO. 16-135

SUMMARY

The Universarium MIX Model 555 Star Projector (also known as the Universarium Mark IX Model 555 Star Projector or the Zeiss Universarium Mark IX Sky Projector) located in the Samuel Oschin Planetarium at Griffith Observatory is the most sophisticated planetarium projector in the world. It is an essential element of every public and school show that the Griffith Observatory produces. The Observatory presents eight to ten live planetarium shows to the public each day it is open. The Samuel Oschin Planetarium generates over Two Million Dollars (\$2,000,000.00) each year in revenue.

The Observatory's Zeiss star projector was purchased by Friends Of The Observatory (FOTO) in 2000 as part of the renovation and expansion of the Observatory. Later, FOTO formally transferred ownership of the projector to the City of Los Angeles via a gift agreement (signed November 2, 2005). The terms of the FOTO purchase contract included five no-cost maintenance service visits for the projector by technicians from Carl Zeiss AG, which were exhausted in 2012. This proposed Contract will be the second maintenance contract requested by the Griffith Observatory since taking fiscal and schedule responsibility in 2013. The first contract was C-123951.

Carl Zeiss AG is the sole manufacturer of the Universarium MIX #555 Star Projector and likewise the sole contractor capable of providing necessary overall maintenance. While the Observatory staff can and does perform basic projector maintenance (changing bulbs and ballasts, lubrication, cleaning), the annual servicing of the instrument is essential for proper long-term operation and care. Critical parts – and the process of their installation – are proprietary to the manufacturer of the equipment. Not properly servicing the projector would be placing at risk a multi-million dollar instrument at the heart of the Griffith Observatory experience.

FISCAL IMPACT STATEMENT

Annual costs for the maintenance service visit shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) per year. Sufficient Griffith Observatory funds in this amount have been identified in Fund No. 302, Department 88, Account 003040. There is no additional impact to the RAP's General Fund.

LIST OF ATTACHMENTS

- 1) Proposed Personal Services Contract with Carl Zeiss AG

This report was prepared by Mark Pine, Deputy Director, Griffith Observatory.

**PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
CARL ZEISS AG
FOR THE GRIFFITH OBSERVATORY**

This Contract is entered into this _____ day of _____ 201__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and Carl Zeiss AG (hereinafter referred to as "CONTRACTOR") located in Jena, Germany and fully owned by the Carl Zeiss Foundation, to provide annual maintenance and service of the Universarium MIX Model 555 Star Projector installed in the Samuel Oschin Planetarium at Griffith Observatory. CITY and CONTRACTOR shall be referred to collectively herein as the "PARTIES".

RECITALS

WHEREAS, the Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as the "DEPARTMENT") owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles including Griffith Observatory; and

WHEREAS, CONTRACTOR, an international leader in the fields of optics and optoelectronics, built the Universarium MIX Model 555 Star Projector (also known as the Universarium Mark IX Model 555 Star Projector or the Zeiss Universarium Mark IX sky projector) (hereinafter referred to as the "PROJECTOR") which was purchased by Friends Of The Observatory (FOTO) in 2000; and,

WHEREAS, FOTO donated the PROJECTOR to the City of Los Angeles as a gift on November 2, 2005; and,

WHEREAS, on November 2, 2006 the PROJECTOR, installed in 2005 in the Samuel Oschin Planetarium at Griffith Observatory, began presenting live programs to the public; and,

WHEREAS, CONTRACTOR is the sole manufacturer of the PROJECTOR, has proprietary rights to the parts, and is the only entity capable of providing the necessary annual maintenance and servicing of the PROJECTOR which is essential for proper long-term operation and care of the PROJECTOR;

WHEREAS, the CITY, as a condition of the gift from FOTO, is responsible for the ongoing operation, maintenance and repair of the PROJECTOR; and,

WHEREAS, DEPARTMENT desires to secure the professional services of CONTRACTOR, the builder and the only contracting firm capable of performing maintenance on the PROJECTOR at Griffith Observatory; and,

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT, having done so, directly and indirectly, since 2005; and,

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS, the Board of Recreation and Park Commissioners (BOARD) in its capacity as the contract awarding authority for the DEPARTMENT, finds pursuant to Charter Section 371(e)(7), that the use of competitive bidding would be impossible as the CONTRACTOR is the sole source for these services;

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

I. SCOPE OF SERVICES

Under the direction of the DEPARTMENT's General Manager, the Griffith Observatory Deputy Director, or designee, CONTRACTOR shall perform annual routine maintenance of the PROJECTOR as follows:

A. Maintenance Service to be provided by CONTRACTOR:

1. Maintenance includes, but is not limited to, all features specified in the Annexure (attached hereto and incorporated herein by reference as Exhibit B).
2. After completion of the maintenance a service report shall be signed by CONTRACTOR's service engineer and presented to the DEPARTMENT's representative(s) for countersigning.
3. The checklist shall be subject to changes according to modifications to the PROJECTOR caused by technological improvements.
4. Basic routine maintenance tasks (*i.e.*, including but not limited to such things as cleaning, lamp changes, operational tests, *etc.*) as stipulated in the CONTRACTOR-provided instruction manual shall be done by DEPARTMENT'S technicians on a regular basis between the annual CONTRACTOR visits.
5. CONTRACTOR will send at least one service engineer per annual visit. The service engineer shall write a service report, including a record of the daily work and description of the work carried out and of

any spare parts and auxiliary materials used. The service report shall be signed by the service engineer and DEPARTMENT's representative.

6. Repairs to the PROJECTOR which are not part of this maintenance and service agreement shall be subject to separate negotiations and charged separately. In case the necessity of such repairs occurs during the annual maintenance service, CONTRACTOR shall submit an estimate immediately.
7. Upon the failure of the equipment to perform in proper condition and functioning for safe operation as manufactured and tested according to the parameters of this agreement, CONTRACTOR will correct the equipment or software by adjustment or repair in place, or at CONTRACTOR's option, by replacement part(s) so that the PROJECTOR will be capable of meeting the performance specified in this agreement.
8. CONTRACTOR shall provide remote troubleshooting advice and counsel (primarily via email) regarding PROJECTOR issues that arise between annual maintenance services visits.

B. Parts and Materials:

1. DEPARTMENT shall regularly purchase wearing parts from the CONTRACTOR and keep a supply on hand. DEPARTMENT will make wearing parts available to the CONTRACTOR's service engineer if they are needed as part of the maintenance visit.
2. Unless arranged otherwise, CONTRACTOR will keep all spare parts and when needed, CONTRACTOR's service engineer will bring those spare parts that correspond to the defect description and install them. This contract does not include the cost of any parts that might be needed during the maintenance such as the wearing parts (e.g. lamps) and spare parts (e.g. for repair).
3. Use of any replacement parts other than those recommended by CONTRACTOR will invalidate any liability claim against CONTRACTOR, whether concerning any malfunction of the system or any consequential damage in connection therewith.

C. DEPARTMENT shall:

1. Assist CONTRACTOR in performing the obligations of this agreement by providing, in advance of the annual service visit, a detailed written description of the defects found in the PROJECTOR,

damage to and/or problems with the PROJECTOR. In addition, DEPARTMENT shall also provide a logbook for the PROJECTOR listing all irregularities with the PROJECTOR.

2. Assist with the customs clearance of the service luggage and other relevant formalities if applicable.
3. Assist in facilitating CONTRACTOR's service engineer acquiring medical treatment in case of illness or accident.
4. DEPARTMENT and CONTRACTOR shall schedule the date for the annual maintenance service at least three months before the start of the planned service.

II. TERM OF PERFORMANCE

- A. The term of this Contract shall be for three (3) years, starting May 1, 2016 and expiring on April 30, 2019.
- B. Maintenance of the PROJECTOR shall not exceed fifty (50) working hours or five (5) working days in total per annual service visit (not including travelling hours). The PROJECTOR shall not be used by CITY during the time that the maintenance service is being done. All other Observatory activities within the Samuel Oschin Planetarium during the servicing should be coordinated with CONTRACTOR's service engineer.
- C. CONTRACTOR shall provide materials, equipment, and personnel necessary for performance of services as described under SCOPE OF SERVICES. CONTRACTOR shall bear all costs for necessary permits, insurance, taxes, and all matters required for compliance with this agreement.
- D. CONTRACTOR shall comply with the mandatory CITY terms and conditions in performing this contract with the DEPARTMENT, as described in the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Exhibit A.
- E. Representatives with formal notice address provided below are the parties authorized to administer this agreement, and with whom formal notices, demands, and communications shall be given:

The Representatives of the DEPARTMENT shall be:

Patrick So, Observatory Program Supervisor
Griffith Observatory
Samuel Oschin Planetarium
2800 East Observatory Road
Los Angeles, CA 90027 USA

with a courtesy copy to:

Mark Pine, Deputy Director
Griffith Observatory
Samuel Oschin Planetarium
2800 East Observatory Road
Los Angeles, CA 90027 USA

The Representatives of the CONTRACTOR shall be:

Ann Lakey, Project Manager, Planetarium Division
Carl Zeiss AG (Jena location)
Carl Zeiss Promenade 10
07745 Jena GERMANY

III. COMPENSATION

- A. The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per year, for services provided from May 1, 2016 through April 30, 2019. Department shall pay CONTRACTOR for services rendered under this agreement in a single annual payment. The total contract amount for the three years of service will not exceed Seventy-Five Thousand Dollars (\$75,000.00).
- B. To receive payments, CONTRACTOR shall submit invoices to:

Patrick So, Observatory Program Supervisor
Griffith Observatory
Samuel Oschin Planetarium
2800 East Observatory Road
Los Angeles, CA 90027 USA

With a courtesy copy to:

Mark Pine, Deputy Director
Griffith Observatory
Samuel Oschin Planetarium
2800 East Observatory Road
Los Angeles, CA 90027 USA

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
1. Name and address of CONTRACTOR
 2. Date of invoice and period covered
 3. Contract Number
 4. Description of the completed task and amount due for the task, including:
 - a. Name of personnel working on the task
 - b. Hours spent on the task and timesheet supporting charges (if applicable)
 - c. Rate per hour (if applicable) and/or total due
 5. Certification by a duly authorized officer
 6. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

IV. WARRANTY

- A. CONTRACTOR warrants that it will rectify, at no cost to the CITY, any defects in connection with service it supplies to City, whether performed

by itself or its subcontractor, if CITY provides evidence that the service has been performed inadequately or inexpertly.

- B. The limitation period for warranty claims in connection with the annual maintenance service is six months after the maintenance service is completed.
- C. Defects occurring on the repaired PROJECTOR that do not result from improper service but from normal wear and tear, improper treatment or other influence, shall not be covered by this warranty.

V. INSURANCE

CONTRACTOR is required to carry General Liability, Employer Liability, and Worker's Compensation insurance as specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 24).

VI. INDEMNIFICATION

Specified in the Standard Provisions for City Contracts (Exhibit A to this document, PSC 20).

VII. RATIFICATION

At the request of the DEPARTMENT, and because of the need therefore, CONTRACTOR began performance of the services required hereunder prior to the execution of this contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this contract, and CONTRACTOR's performance of such services.

VIII. INCORPORATION OF DOCUMENTS

This Contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

- Exhibit A. Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit B. Annexure – Maintenance Service for UNIVERSARIUM MIX Model 555 Griffith Observatory

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This contract; and (2) Exhibit A; and (3) Exhibit B.

(Signature Page to Follow)

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT as of the date first written above.

The CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By _____ Date _____
President

By _____ Date _____
Secretary

CARL ZEISS AG

By _____ Date _____
Dr. Martin Wiechmann
Vice President/Planetariums

By _____ Date _____
Ann Lakey
Project Manager

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Strefan Fauble
Deputy City Attorney III

Date: _____

EXHIBIT A

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
shall consist
CONTRACTOR'S the same or
circumstances

PSC-27. NON DISCRIMINATION

Unless otherwise exempt, this Contract

CONTRACTOR

in

CONTRACTOR

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.

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[®] 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[®] 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[®] 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[®] 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.

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[®], 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[®] 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), 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.

Required Insurance and Minimum Limits

Name: Carl Zeiss AG

Date: 04/18/2016

Agreement/Reference: Annual maintenance service of Universarium MIX Model 555 Star Projector at Griffith Observatory
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/> <hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/> <hr/>	
<input checked="" type="checkbox"/> General Liability	<u>\$3,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/>	
<hr/> <hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<hr/> <hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/> <hr/>	
<input type="checkbox"/> Property Insurance (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"/>
<hr/> <hr/>	
<input type="checkbox"/> Pollution Liability	
<hr/> <hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: General Notes:

1) In the absence of Imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT B

ANNEXURE

Maintenance Services for UNIVERSARIUM MIX #555 Griffith Observatory

1) Mechanics/Optics

a) Starball

- i) check of firm seat of the most important screws and connection elements
- ii) check of the projection lamp regarding adjustment and blackening, control of the holder
- iii) general check-up of the projectors for Equator/Ecliptic
- iv) check and adjustment of the instrument axis
- v) check of gear backlash and oil level of all main drives
- vi) cleaning and greasing of the gear wheel engagements at the drives
- vii) check of the smooth run of the instrument, possible readjustment of the drives
- viii) control of slips and slip rings regarding wear and tear, cleaning and treatment with contact spray
- ix) cleaning of the optics and check for damages
- x) check of the fix star fields, of the bright stars, of the equatorial and ecliptical grid, as well as the constellations and the signs of Zodiac regarding positioning accuracy, illumination, sharpness and accuracy
- xi) check of accuracy for Precession scales/Ecliptic pole, Azimuth scale / Zenith marker, Vertical Circle, Hour Angle Scale / Celestial pole marker
- xii) adjustment of Milky Way projector
- xiii) test of all shutters and if necessary adjustment of the shutters

b) Projectors for Sun, Moon and Planets

- i) cleaning of the optical systems and check for damages
- ii) check of illumination and adjustment of beam paths
- iii) check of special functions of the projectors (rotation, zoom, eclipses, phases)
- iv) check of XBO cabinet, check and possible exchange of XBO lamp
- v) optimization of illumination
- vi) check of positioning and accuracy
- vii) cleaning and greasing of the drives

c) Mirror attachments

- i) cleaning of optical system
- ii) check of the x-y drives backlash
- iii) cleaning and greasing of the drives

2) Electrical/Electronics

a) Entire machine

- i) check of the switching-on behavior of the entire system
- ii) check of all main connections and fuses on firm seats
- iii) control of the operation voltage for the motor control and of the DCIDC-transformer
- iv) test of all single functions
- v) check of the computer

b) Check of the modules

- i) check of the proper seat of modules
- ii) check of the power supply at the diagnoses plugs of the modules

c) Control system

- i) check by means of the test programs for following functions:
- ii) operating display, main drives, small drives, control computer, INIT-functions, dimmer
- iii) check of all the functions in the operation regimen
- iv) control of all instrument functions via key board
- v) check of show file for precise run and position accuracy
- vi) check of all instrument functions via test file (short program for automatic operation of all individual machine functions)

BOARD REPORT

NO. 16-136

DATE: June 01, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY – AS-NEEDED PERFORMANCE DIRECTOR SERVICES FOR THE LIVE PERFORMER PRODUCTIONS AT THE SAMUEL OSCHIN PLANETARIUM THEATRE – AMENDMENT TO PROFESSIONAL SERVICES CONTRACT NO. 3455 WITH CHRISTOPHER SHELTON, A SOLE PROPRIETOR, TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	* N. Williams	<u>NDW</u>



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Amendment comprised of three years with two of those years as extension options, herein included as Attachment 1, to Personal Services Contract No. 3455 (Contract), between the City of Los Angeles and Christopher Shelton, a sole proprietor (Contractor), to continue the provision of the performance director services, on an as-needed basis, for the live performer productions at the Samuel Oschin Planetarium Theatre at the Griffith Observatory, subject to the approval of the Mayor, and the City Attorney as to form;
2. Find, in accordance with the Charter Section 1022 Personnel Review of December 12, 2012, herein included as Attachment 2, 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), that for the temporary continuation of expert and specialized professional services at the Griffith Observatory, competitive bidding is not practicable or advantageous;
4. Find in accordance with Los Angeles Administrative Code Section 10.5(b)(2), that the proposed Amendment does not require approval by City Council, as annual payments to or by the City do not exceed the current annual Consumer Price Index (CPI) adjusted Contract Exemption Limit of One Hundred Forty-Three Thousand, Eight Hundred Ninety Dollars (\$143,890.00);
5. Approve the Amendment encumbrance of One Hundred Fifty Thousand Dollars (\$150,000.00) should all three years of options be extended, at a not-to-exceed annual

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amount of Fifty Thousand Dollars (\$50,000.00), which will bring the six-year contract not-to-exceed total to Two Hundred Seventy Thousand Dollars (\$270,000.00), and include the approval of the first year extension option to July 9, 2017, with the balance of extension options to be approved by the General Manager or Designee; from Fund 302, Department 89, Account 3040, Activity Code 7800.

6. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to make technical corrections as necessary to those transactions included in the Contract to carry out the intent of this Report;
7. Direct the Board Secretary to transmit the proposed Amendment to the Mayor in accordance with Executive Directive No. 3 and, concurrently, to the City Attorney for review and approval as to form; and,
8. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

SUMMARY

The Griffith Observatory has an eighty-one (81) year tradition of providing live planetarium presentations for its visitors. The Samuel Oschin Planetarium, which opened in 2006 as part of the renovated and expanded Observatory building, uses performers for all its shows. Initial and ongoing performer training, with related theatrical support services for the live performances, is critical for program success and is provided by the Performance Director.

The most recent Performance Director Contract (Personal Services Contract No. 3455) was awarded on March 20, 2013 (Report No. 13-077) to Christopher Shelton.

On July 10, 2013, the contract with Christopher Shelton was executed for a term of one year, with two one-year options to extend, which were exercised by the General Manager in an amount not to exceed Forty Thousand Dollars (\$40,000.00) per year. The Contract is set to expire July 9, 2016. Griffith Observatory is seeking to continue Mr. Shelton's services because of the exceptional job he has done over the last ten years. His training of our Observatory Lecturers has gained the Observatory extensive public praise and media attention for the quality, consistency, and uniqueness of the performances in the Samuel Oschin Planetarium. Mr. Shelton has a profound understanding of the astronomical subject matter and the unique presentational environment of a planetarium, all informed by a lifetime of expertise in theatrical arts. He is as singular in his qualifications and success as the celestial experience he supports. Mr. Shelton is in agreement that the hourly compensation rate remain the same and that the various projects will require additional time at the Observatory and has agreed to a Ten Thousand Dollar (\$10,000.00) a year increase to Fifty Thousand Dollars (\$50,000.00) for each of the proposed years four through six.

RAP Staff recommends increasing the contract ceiling for Personal Services Contract No. 3455 from One Hundred and Twenty Thousand Dollars (\$120,000.00) to Two Hundred Seventy Thousand Dollars (\$270,000.00) and extending the term from three years to six years through

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NO. 16-136

July 9, 2019. The fourth year option to extend is approved by execution of the amendment and the fifth and six year extensions remain options to extend at the sole discretion of the General Manager. This contract extension will allow RAP to continue to meet the on-going performance needs of the Samuel Oschin Planetarium.

FISCAL IMPACT STATEMENT

Sufficient funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) have been identified in fund No. 302, Department 88, Account 3040, Activity Code 7800. There is no additional impact to the RAP's General Fund.

LIST OF ATTACHMENTS

- 1) Proposed Amendment to Contract No. 3455
- 2) 1022 Personnel Review 12.20.12

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

**AMENDMENT TO CONTRACT NO. 3455
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
CHRISTOPHER SHELTON, PERFORMANCE DIRECTOR**

This AMENDMENT to Contract No. 3455 is made and entered into this _____ day of _____, 201_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Department of Recreation and Parks (hereinafter referred to as DEPARTMENT) Board of Commissioners (hereinafter referred to as BOARD) and Christopher Shelton, a sole proprietor (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, per contract award by BOARD on March 20, 2013 (Report No.13-077), on July 10, 2013, BOARD executed Contract No. 3455 with CONTRACTOR for a term of one year, with two one-year options to extend, for professional performance director services at the Samuel Oschin Planetarium at the Griffith Observatory; and

WHEREAS, DEPARTMENT continues to require the services of CONTRACTOR, and BOARD finds that, in accordance with Charter Section 1022, the CITY does not have personnel available in its employ with sufficient expertise to provide these professional services and it is more economical and feasible to secure the services of an independent contractor; and

WHEREAS, BOARD finds that, in accordance with Charter Section 371 (e)(2), that for the temporary continuation of expert and specialized professional services at Griffith Observatory, competitive bidding is not practicable or advantageous; and

WHEREAS, BOAD finds that in accordance with Los Angeles Administrative Code Section 10.5(b)(2), this AMENDMENT to Contract No. 3455 does not require approval by the City Council, as annual payments to or by the CITY do not exceed the current annual Consumer Price Index (CPI) adjusted Contract Exemption Limit of One Hundred Forty-Three Thousand, Eight Hundred Ninety-Four dollars (\$143,894.00); and

WHEREAS, it is necessary to amend Contact No. 3455 with CONTRACTOR in order to continue the use of said contract for up to an additional three years; and

WHEREAS, CONTRACTOR is willing and able to provide the services requested by the DEPARTMENT;

NOW, THEREFORE, the DEPARTMENT and CONTRACTOR agree that Contract No. 3455 shall be amended as follows:

1. **FULL FORCE AND EFFECT:** Except as specifically modified by this Amendment, the terms and conditions contained in Contract No. 3455 between the DEPARTMENT and CONTRACTOR, executed on July 10th, 2013, shall remain in effect.

2. SECTION II. TERM Subsection A is amended to read as follows:

A. The term of this CONTRACT shall be from July 10, 2013 and expire no later than July 9, 2019, composed of the initial one-year term with five one-year options to extend, at the sole discretion of DEPARTMENT'S General Manager, or designee; subject to early termination by DEPARTMENT, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein.

DEPARTMENT has exercised the first and second option to extend the CONTRACT by notifying CONTRACTOR, in writing, of DEPARTMENT'S exercise of the first option on March 20, 2014, and the second option on June 10, 2015.

DEPARTMENT hereby exercises the third option to extend, which extends CONTRACT to July 9, 2017, with the execution of this AMENDMENT. Should the DEPARTMENT wish to exercise the fourth and fifth options to extend the CONTRACT through July 9, 2018, and July 9, 2019, the DEPARTMENT shall notify CONTRACTOR, in writing, of DEPARTMENT'S exercise of those options on or before June 10, 2017 and June 10, 2018, respectively.

3. SECTION III. COMPENSATION AND PAYMENT Subsection A is amended to read as follows:

A. DEPARTMENT shall pay CONTRACTOR for services rendered on an as-needed basis under Contract No. 3455 at the rate of Sixty-Two Dollars and Fifty Cents (\$62.50) per hour. The total annual amount paid to the CONTRACTOR for the first through third years shall not exceed Forty Thousand Dollars (\$40,000.00) per year, and the total annual amount for fourth through sixth years shall not exceed Fifty Thousand Dollars (\$50,000.00), to equal a not-to-exceed contract grand total of Two Hundred Seventy Thousand Dollars (\$270,000) should all five extensions be exercised by DEPARTMENT'S General Manager.

DEPARTMENT shall reimburse CONTRACTOR for costs of photocopying and printing associated with CONTRACTOR'S work under this Contract, and such reimbursements shall not exceed One Hundred Dollars (\$100.00) for the term of each year of the contract. Expenses incurred by CONTRACTOR

must be itemized with original receipts attached to the submitted invoices in order for CONTRACTOR to receive reimbursement.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused their duly authorized representatives to execute this AMENDMENT TO CONTRACT NO. 3455.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.

BY: _____
President

DATE: _____

BY: _____
Secretary

DATE: _____

CHRISTOPHER SHELTON, a sole proprietor

BY: _____
Christopher Shelton

DATE: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: _____
Strefan Fauble
Deputy City Attorney III

DATE: _____

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

2. Contacts:

Department: Nancy Jeffers Phone No. 213-202-4352 Fax No. 213-202-3213

CAO: Claudia Aguilar Phone No. 213-473-7579 Fax No. 213-473-7514

3. Work to be performed:

The Department of Recreation and Parks is seeking a contractor to provide design, direction, casting, and training for the performers associated with the "live performer" portion of the Griffith Observatory's Planetarium shows. The contractor would provide all performance-related services for all areas related to the live performance of planetarium programs by Observatory Lecturers (OLs) at the Planetarium. The contractor will direct storytelling performances in the Planetarium; train and rehearse the OLs in their performances of public planetarium programs; provide input into the editing of planetarium program scripts; and provide advice on other aspects of the presentations such as lighting, sound, props, stage blocking, and related effects.

Is this a contract renewal? Yes No

4. Proposed length of contract: 36 months

Start Date: February 28, 2013

6. Proposed cost of contract (if known): Maximum of \$ 99,000

7. Name of proposed contractor: Christopher Shelton, Performance Director

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

The contractor must have knowledge and experience in the theatrical performance arts for staging of shows and programs, as well as familiarity with astronomical subject matter. They must have the expertise to present that information theatrically in a dramatic fashion in a planetarium setting, including such areas as script editing, lighting, sound, props, casting, costume and makeup, and training and rehearsing the lecturers. The contractor must have at least 15 years of experience in this field, as well as bachelor's and master's degrees in Speech/Drama. The contractor must also be located in Southern California.

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

Yes No

If yes,

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

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

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

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

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

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

10. Findings

- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform work. (Please see summary below.)

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

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

SUMMARY:

The Department of Recreation and Parks seeks a contract with Performance Director Christopher Shelton for all services related to the live performances by Observatory Lecturers at the Griffith Observatory's Planetarium. The department indicated that because only a handful of planetariums worldwide offer shows with live lecturers, there are only two or three theatrical directors in the United States who have the experience needed to plan and direct such planetarium performances. The department indicated that Christopher Shelton is the only such director in Southern California with the required expertise in both astronomical subject matter and the theatrical arts. There are no City classifications that provide the required services, and the department indicated that none of its current staff possess the necessary expertise to perform these tasks.



Submitted by

Elizabeth A. Terry
Sr. Personnel Analyst I



Reviewed by

Shelly Del Rosario
Sr. Personnel Analyst II



Approved by

Raul Lemus
Chief Personnel Analyst



Date

BOARD REPORT

NO. 16-137

DATE June 01, 2016

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HARBOR HIGHLANDS PARK IMPROVEMENTS – ESTABLISHMENT OF ACCOUNT

AP Diaz	<input checked="" type="checkbox"/>	V. Israel	<input type="checkbox"/>
*R. Barajas	<input type="checkbox"/>	K. Regan	<input type="checkbox"/>
H. Fujita	<input type="checkbox"/>	N. Williams	<input type="checkbox"/>



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 for the Harbor Highlands Park; and,
2. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Vesting Tentative Tract No. 62465 is a 134-unit residential condominium development located at 1427 North Gaffey Street in San Pedro. According to the conditions of approval dictated by the Department of City Planning in 2007, the developer, Harbor Highlands Group, LLC, must pay RAP the required in-lieu Quimby fee and an additional fee for improvements at Harbor Highlands Park.

RAP's condition of approval states: "Prior to the recordation of the final map, the subdivider shall execute and record a Covenant and Agreement binding the subdivider upon close of escrow for sale of each residential unit constructed within the Project, the sum of Three Thousand, Seven Hundred Thirty-One Dollars and 35 Cents (\$3,731.35) shall be paid directly from Escrow to the City of Los Angeles Department of Recreation and Parks all satisfactorily to the Department of Recreation and Parks (Such payment shall be apart from and in addition to the Quimby fee and shall be held in a dedicated account for the purpose of improvements to Harbor Highlands Park)."

BOARD REPORT

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The Covenant and Agreement was recorded in 2009 (Covenant No. 2009198865). Based on the Covenant and Agreement, the developer owes RAP Five Hundred Thousand Dollars and Ninety Cents (\$500,000.90) in addition to in-lieu Quimby fees, which were paid in 2010. Thus far, RAP has received Four Hundred Two Thousand, Nine Hundred Eight-Five Dollars and Eighty Cents (\$402,985.80) of the additional required fee, which accounts for one hundred eight (108) of the residential units. Upon the closure of escrow for the remaining twenty-six (26) units, RAP will receive the remaining Ninety-Seven Thousand Dollars and Fifteen Dollars and Ten Cents (\$97,015.10).

Upon approval of this report, the RAP's Chief Accounting Employee shall establish the appropriate fund and account to receive the Harbor Highlands Improvements fee and transfer into that account Four Hundred Two Thousand, Nine Hundred Eight-Five Dollars and Eighty Cents (\$402,985.80). The remaining Ninety-Seven Thousand, Fifteen Dollars and Ten Cents (\$97,015.10) will also be deposited into the aforementioned account upon collection.

ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that this action is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c) as it is an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is not a project under CEQA Guidelines Section 15378. Therefore, no CEQA documentation is required.

FISCAL IMPACT STATEMENT

The establishment of this account will have no fiscal impact on RAP.

This Report was prepared by Bryan Miller, Management Assistant, Planning, Construction, and Maintenance Branch.

BOARD REPORT

NO. 16-138

DATE June 01, 2016

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SHADOW RANCH PARK – BALL FIELD, FENCING, AND IRRIGATION (PRJ20776) PROJECT – ALLOCATION OF QUIMBY FEES

AP Diaz	<u>✓</u>	V. Israel	_____
<i>fwr</i> R. Barajas	<u>CSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the additional scope of work for the Shadow Ranch Park - Ball Field, Fencing, and Irrigation (PRJ20776) 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 One Hundred Thousand Dollars (\$100,000.00) from Quimby Fees Account No. 89460K-00 to Shadow Ranch Park Account No. 89460K-SG;
3. Approve the allocation of One Hundred Thousand Dollars (\$100,000.00) in Quimby Funds from Shadow Ranch Park Account No. 89460K-SG for the Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) project;
4. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Shadow Ranch Park is located at 22633 Vanowen Street in the West Hills area of the City. This 12.03-acre park provides baseball diamonds, basketball courts, a community building, and a play area for the community. This park also features the historic Shadow Ranch House (City of Los Angeles Historic Cultural Monument No. 9), which is currently used as a community center. Approximately Two Thousand Eighty-Eight (2,088) City residents live within one-half mile walking distance of Shadow Ranch Park. Due to the facilities, features, programs, and services it provides, Shadow Ranch Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

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PROGRAM HISTORY

Former State legislator, John P. Quimby, recognized that recreation and park facilities and programs reduce crime, enhance property values and improve the quality of life in our neighborhood and communities. They provide positive alternatives for youth, families and senior citizens that are needed in a large, urban metropolis. Mr. Quimby initiated State legislation, which permitted cities and counties to require the dedication of land, or the payment of a fee, as a condition of local residential tract map approval (subdivisions). The City of Los Angeles implemented the Subdivision (Quimby) Fees Trust in 1971 (Ordinance 141,422). The City Planning Department calculates fees for affected subdivisions and zone changes.

The Zone Change Fee was originated by City Councilmember Howard Finn. The Zone Change Ordinance was approved in 1985. This law applies only to the finalization of Zone Changes for multiple residential projects. The fee schedule for Zone Change is the same as for Quimby.

Some residential developments do not pay either Quimby or Zone Change Fees, paying only a small fee called the Dwelling Unit Construction Tax (\$200.00 per unit) which goes into the City's Sites and Facilities Fund.

The RAP may only use Quimby and Zone Change Fees for park capital improvements; including, the acquisition of land, design and construction of park and recreational improvements, and park rehabilitation projects. Quimby and Zone Change fees may not fund expenses for park operations, materials and supplies, or equipment.

Allocations are made within one (1) mile of a park facility for neighborhood parks and two miles for community parks from the point of collection to ensure that residents of the new residential projects benefit from the facilities their funds helped to acquire, create, or improve. This distance represents a recommended service radius for neighborhood and community facilities outlined in the Public Recreation Plan of the City's General Plan. In addition, funds have historically been used in the Council District in which they were collected and must be committed to a project within five (5) years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later.

PROJECT DEVELOPMENT

In Fiscal Year 2011-12, a financial review of the Proposition K bond program identified three Proposition K bond projects that had only achieved partial scope completion (Council File No. 12-0479). One of those three partially completed Proposition K bond projects is located at Shadow Ranch Park. The scope of the Shadow Ranch Park project, as specified in the Proposition K Ballot Measure, was for facility renovation, ball field improvements, fencing, and irrigation. The scope elements of that project that have yet to be completed include ball field improvements, fencing, and irrigation. Currently there are Seventy-Nine Thousand, Forty Dollars and Twenty-Four Cents (\$79,040.24) in residual Proposition K funding available to complete the remaining project scope items (Council File No. 12-0479-S2).

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In addition to the Proposition K funded ball field, fencing, and irrigation improvements, RAP staff has identified the following additional scope of work items: Americans with Disabilities Act (ADA) pedestrian accessibility improvements, installation of ADA compliant bleachers and drinking fountains, and grading of field and swale for the improvement of storm water drainage. These additional improvements are necessary at Shadow Ranch Park and would be completed concurrently with the Proposition K funded improvements.

The need for this additional scope of work was identified through a review of facility infrastructure needs and available funding. Staff from RAP's Planning, Construction, and Maintenance Branch has reviewed this proposed addition and determined that it is necessary and would be of benefit to park users.

The Valley Superintendent, and the Superintendent of Maintenance Operations are all in support the proposed project.

Staff anticipates that the Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) project will be completed using City forces and/or City contract vendors. Upon approval of this Report, project implementation can proceed.

PROJECT FUNDING

On May 6, 2015, the Board approved the allocation total of One Hundred Thousand Dollar (\$100,000.00) in Quimby fees for the Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) project (Report No. 15-089). Due to the additional scope of work, supplemental funding is needed to complete these necessary improvements.

Upon approval of this Report, One Hundred Thousand Dollar (\$100,000.00) in Quimby Funds can be transferred from the Quimby Fees Account No. 89460K-00 to the Shadow Ranch Park Account No. 89460K-SG and allocated to the Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) project. These Quimby Fees were collected within two miles of Shadow Ranch Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities. The total Quimby Fees allocation for the Shadow Ranch Park – Ball Field, Fencing, and Irrigation (PRJ20776) project would be Two Hundred Thousand Dollar (\$200,000.00). The total funding available for the project, inclusive of the available Proposition K funding, would be Two Hundred Seventy Nine Thousand, Forty Dollars and Twenty-Four Cents (\$279,040.24).

TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Shadow Ranch Park, and no new trees or new shade are proposed to be added to Shadow Ranch Park as a part of this project.

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ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that the subject project is a continuation of an existing project approved on May 6, 2015 (Board Report No. 15-89) that is exempted from CEQA [Article III, Section 1, Class 1(1,3) and Class 11(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP as the implementation of the proposed park capital improvements will not increase the level of daily maintenance required at this facility. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service.

This Report was prepared by Bryan Miller, Management Assistant, Planning, Construction, and Maintenance Branch.

BOARD REPORT

NO. 16-139

DATE June 01, 2016

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK SYNTHETIC SOCCER FIELD (PRJ20761) (W.O. E170384F) – APPROVAL OF FINAL PLANS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3 (6), CLASS 11 (3, 6) OF THE CITY CEQA GUIDELINES

AP Díaz	<u>✓</u>	V. Israel	_____
<i>Jos</i> R. Barajas	<u>GSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the final plans, substantially in the form on file in the Board Office, for the Ken Malloy Harbor Regional Park Synthetic Soccer Field (PRJ20761) (W.O. #E170384F) project (Project); and,
2. Find that the proposed project is exempt from the California Environmental Quality Act (CEQA).

SUMMARY

In June 2013, the Department of Recreation and Parks (RAP) was awarded a Proposition K 8th Cycle Competitive Grant to design and construct a synthetic soccer field, walking paths, and fencing at the Ken Malloy Harbor Regional Park. The Project is located at 25820 Vermont Avenue, Harbor City, California 90744.

The proposed Project is the construction of the synthetic soccer field and perimeter fencing. The remaining component of the competitive grant, walking paths, will be constructed in a future phase.

Department of Public Works, Bureau of Engineering (BOE), Architectural Division prepared the plans and specifications, and obtained all the necessary permits for the Project. The plans and specifications provide for the following scope of work: installation of a synthetic soccer field in an existing open space informally used as a soccer field and installation of perimeter fencing.

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The synthetic turf area is approximately 325 feet by 177 feet. It will integrate water shedding features, which will allow the field to drain quickly after rain events and improve the overall drainage in the park.

The project is proposed to be constructed through RAP's pre-qualified on call synthetic field contract. The on-call contract includes construction, retrofit, maintenance, and repairs of synthetic turf. BOE will provide construction management services for RAP in the construction of these improvements.

Approved project funds are available for the construction work in the following fund and accounts:

<u>Funding Source</u>	<u>Fund/Dept./Acct No.</u>
Proposition K Year 11	43K/10/10KM13
Proposition K Year 17	43K/10/10LM13

TREES AND SHADE

The Proposition K funds for the Project only allow for the scope of work identified in the grant. No shade trees or shade structures were included in the grant; however, there are shade trees next to the adjacent fields.

ENVIRONMENTAL IMPACT STATEMENT

RAP Environmental Staff has determined that the subject project will consist of construction and location of limited numbers of new structures that are accessory (appurtenant) to existing institutional facilities, including fences and play areas, and therefore, is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 3 (6), Class 11 (3, 6) of the City CEQA Guidelines. A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on June 20, 2013. It was also determined that this project and the environmental conditions of the site have not substantially changed since the previous evaluation. Therefore, no additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

Funding for the design and construction of the project is provided by Proposition K – L.A. for Kids Program Competitive funds. The assessments of the future operations and maintenance costs have yet to be determined and would be addressed in future budget requests.

This report was prepared by Richard Campbell, Project Manager, Recreational and Cultural Facilities Program, BOE. Reviewed by Neil Drucker, Program Manager, Recreational and

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Cultural Facilities Program, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

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NO. 16-140

DATE June 01, 2016

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **CENTRAL RECREATION CENTER – POOL AND BATHHOUSE RENOVATION (PRJ20251) (W.O. #E1907620) PROJECT – FINAL ACCEPTANCE**

AP Díaz	<u>✓</u>	V. Israel	_____
<i>fuo</i> R. Barajas	<u>CSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

1. Accept the work performed by Acon Development, Inc., under Contract No. 3513 for the Central Recreation Center – Pool and Bathhouse Renovation (PRJ20251) (W.O. #E1907620) project as outlined in the Summary of this Report;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to immediately release all retention monies held under Contract No. 3513 after deducting for any remaining Stop Payment Notices and/or penalties, to Acon Development, Inc., upon acceptance by the Board; and,
3. Authorize the Board Secretary to furnish Acon Development, Inc., with a Letter of Completion.

SUMMARY

The construction contract for the Central Recreation Center – Pool and Bathhouse Renovation (PRJ#20251) (W.O. #E170620) project (Project) was awarded to Acon Development, Inc., on November 19, 2014 (Report No. 14-287), in the amount of Three Million, Four Hundred Seventy-Five Thousand, Eight Hundred Twenty Dollars (\$3,475,820.00). The Project, which is located at 1357 East 22th Street, Los Angeles, California 90011, provided for the partial demolition of the existing facility, and the construction of a new 6,300 square-foot swimming pool. The renovation of the existing bathhouse, including Americans with Disabilities Act (ADA) improvements, was also part of the project scope.

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Acon Development, Inc., started construction on February 14, 2015. Construction is 100% complete. On May 13, 2016, the Department of Public Works, Bureau of Contract Administration, issued the Statement of Completion for the Project. On May 16, 2016, the Department of Building & Safety issued the Certificate of Occupancy for the Project as well. RAP took possession of the facility on the same day.

The Department of Public Works, Bureau of Engineering (BOE), Architectural Division performed the project management while the Construction Management Division performed the construction management tasks. BOE has informed RAP that this Project was completed with a total of fifty-six (56) Change Orders (Attachment No. 1) issued, for a total of Six Hundred Twenty-Four Thousand, Sixty-Seven Dollars (\$624,067.00) or seventeen point ninety-five percent (17.95%) of the base contract amount. The final contract amount is Four Million Ninety-Nine Thousand, Eight Hundred Eighty-seven Dollars (\$4,099,887.00). The Project was completed within the overall available budget.

TREES AND SHADE

As a part of the project design, the construction of four 10-foot x 15-foot x 30-foot tall free-standing shade towers, along with a 185-foot long shade canopy, totaling 2,600 square-feet of covered area, at the south and east sides of the pool deck, will protect the pool patrons and children from the elements. In addition, ten new 10-foot tall trees have been planted at the planters, along East 22nd Street.

The construction of the project was funded by Quimby, Proposition K, and Housing-related Parks (HRP) Program (Proposition 1C) funds. The details of funding sources utilized for this Project were outlined in Report No. 14-287 that was previously approved for the award of the construction contract.

BOE has consulted with the Office of Contract Compliance concerning the status of the labor compliance requirements and Affirmative Action requirements on the Project. The Office of Contract Compliance reported that Acon Development, Inc., is in compliance.

FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP for this Report. Once this project is completed, operational maintenance cost will be determined. Upon project completion, a request for funding will be submitted in future Department annual budget requests.

This Report was prepared by Willis Yip, Project Manager, BOE Architectural Division. Reviewed by Neil Drucker, Program Manager, BOE Recreational and Cultural Facilities Division; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

BOARD REPORT

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LIST OF ATTACHMENTS

1. Change Order Log

**Change Order Log - Central Rec Center-Pool & Bathhouse
W.O.# E1907620**

CO #	DESCRIPTIONS	Proposal \$	Approved \$	Days Extend	FCO Date	Classification Type
1	e.2020	\$2,102.98	\$1,843.00	0	05/19/15	Change in Scope
2	Plumbing Bulletin #1	\$6,403.28	\$5,168.00	0	06/29/15	Unforeseen Conditions
3	VOID	VOID	VOID	0	VOID	VOID
4	Reimbursement for Paying Ready to Issue (RTI) Fees for Pool Plumbing Permit	\$1,958.58	\$1,959.00	0	09/15/15	Unforeseen Conditions
5	Bulletin No.1	\$2,592.00	\$2,592.00	0	09/15/15	Errors and Omissions
6	Additional Security Conduits	\$41,229.55	\$41,230.00	0	06/29/15	Change in Scope
7	Bulletin No.2	\$15,391.11	\$14,829.00	0	07/07/15	Unforeseen Conditions
8	Required Fire Alarm and Fire Sprinklers	\$25,348.14	\$25,034.00	0	06/11/15	Change in Scope
9	Mechanical Modifications for Heating Room	\$6,740.00	\$5,000.00	0	06/29/15	Errors and Omissions
10	Bulletin No. 3 - Additional Landscaping	\$34,283.64	\$32,531.00	0	01/25/16	Change in Scope
11	Fire Alarm Conduits	\$19,623.43	\$18,235.00	0	06/29/15	Change in Scope
12	Fire Sprinkler System	\$53,627.00	\$48,479.00	0	09/03/15	Change in Scope
13	Mechanical Modifications for Ventilation	\$15,475.00	\$15,090.00	0	09/08/15	Errors and Omissions
14	Relocation of Unforseen Vent Pipe in New Door Opening for Room 108	\$2,229.20	\$2,000.00	0	09/08/15	Unforeseen Conditions
15	Reimbursement for General Building Permits	\$30,221.54	\$24,977.00	0	07/07/15	Change in Scope
16	Additional Security Conduit Runs - Telephone Panel	\$22,656.28	\$22,355.00	0	09/08/15	Change in Scope
17	Structural Steel Reinforcements to Support Additional HVAC Roof	\$38,800.00	\$24,800.00	0	03/24/16	Errors and Omissions
18	Credit for Processing Error in CO 4	(\$1,646.25)	(\$1,646.25)	0	2/26/2016	Errors and Omissions
19	Roof Drainage	\$2,876.50	\$2,876.00	0	5/10/2016	Unforeseen Conditions
20	VOID	VOID	VOID	0	VOID	VOID
21	New Water Lines for Existing Plumbing Fixtures	\$17,069.06	\$17,069.00	0	5/9/2016	Errors and Omissions
22	Remote Batteries for Emergency Lighting	\$6,723.78	\$6,724.00	0	3/23/2016	Errors & Omissions
23	Differential Acceleration for the Month of September * Cumulative Time Impacts up to 9/30/15	\$1,461.18	\$1,179.00	0	5/10/2016	Change in Scope
24	Additional Demolition of Existing Wall Substrate and Installation of New Substrate	\$5,393.43	\$5,393.43	0	3/7/2016	Unforeseen Conditions
25	Differential Acceleration for the Month of October	\$4,732.62	\$4,722.00	0	5/10/2016	Change in Scope
26	Exit Signs	\$6,991.75	\$6,992.00	0	4/4/2016	Errors & Omissions
27	Relocation of Concrete Bench Seats at South East Location of Pool Area	\$9,504.00	\$9,504.00	0	4/5/2016	Unforeseen Conditions
28	New Infrastructure for Data and Telephone Cables for Interior of Bathhouse	\$11,986.95	\$11,987.00	0	4/12/2016	Unforeseen Conditions
29	Differential Acceleration for the Month of November	\$12,240.91	\$9,139.00	0	5/10/2016	Change in Scope
30	Differential Acceleration for the Month of December	\$4,922.76	\$4,990.00	0	5/11/2016	Change in Scope
31	Fire Alarm Corrections for Final Inspection	\$24,819.00	\$24,819.00	0	5/9/2016	Unforeseen Conditions
32	Partition Wall Above Low Ceiling at Equipment Storage Room	\$6,298.00	\$6,298.00	0	4/4/2016	Errors & Omissions
33	VOID	VOID	VOID	0	VOID	VOID
34	Shower Flooring	\$24,787.02	\$24,787.00	0	5/9/2016	Errors & Omissions
35	Re-Install Rebar Cages in Caissons	\$4,558.00	\$4,558.00	0	4/5/2016	Errors & Omissions
36	Electrical Panel Specifications	\$2,659.09	\$2,659.00	0	4/5/2016	Errors & Omissions
37	Toilet Partitions	\$4,217.76	\$4,218.00	0	5/2/2016	Errors & Omissions

Attachment No. 1



**Change Order Log - Central Rec Center-Pool & Bathhouse
W.O.# E1907620**

CO #	DESCRIPTIONS	Proposal \$	Approved \$	Days Extend	FCO Date	Classification Type
38	Adding Extension onto 5 Skylight Curbs	\$8,763.50	\$8,764.00	0	4/7/2016	Unforeseen Conditions
39	Replacing 2 Interior Doors at the Bathhouse	\$3,036.00	\$3,036.00	0	4/5/2016	Unforeseen Conditions
40	Integral Color Concrete	(\$15,310.64)	(\$15,310.00)	0	5/9/2016	Change in Scope
41	Additional Irrigation Heads	\$4,831.10	\$4,831.10	0	5/9/2016	Unforeseen Conditions
42	Corroded Floor Drains in Bathhouse	\$16,010.39	\$16,010.00	0	5/9/2016	Unforeseen Conditions
43	Modifications on Rear Shade Columns	\$31,280.70	\$21,699.00	0	5/9/2016	Change in Scope
44	Master Mixing Valve	\$4,980.00	\$4,980.00	0	5/9/2016	Unforeseen Conditions
45	Earthquake Gas Shutoff Valve	\$4,612.00	\$4,612.00	0	5/9/2016	Unforeseen Conditions
46	Storm Drain Pipe Depth Change	\$14,723.48	\$14,724.00	0	5/9/2016	Unforeseen Conditions
47	Sod to Replace Hydroseeding	\$14,370.82	\$14,371.00	0	5/9/2016	Unforeseen Conditions
48	New Lavatory Sink	\$7,840.28	\$7,840.00	0	5/9/2016	Unforeseen Conditions
49	Plumbing Fixtures and Discontinued Shower Fixture	\$2,236.64	\$14,780.00	0	5/9/2016	Unforeseen Conditions
50	Unforeseen Plumbing Corrections	\$18,110.76	\$18,110.00	0	5/9/2016	Unforeseen Conditions
51	Differential Acceleration for the Month of January, February and March 2016	\$9,436.95	\$8,712.00	0	5/11/2016	Change in Scope
52	Differential Acceleration for the Month of April	\$14,009.65	\$11,537.00	0	5/11/2016	Change in Scope
53	12'x12' Gate	\$15,351.92	\$15,352.00	0	5/11/2016	Errors & Omissions
54	ADA Button Switches	\$9,738.98	\$9,739.00	0	5/10/2016	Errors & Omissions
55	Steellog Panel Changes	\$39,140.67	\$21,258.00	0	5/11/2016	Unforeseen Conditions
56	Final Closeout Change Order	\$6,621.72	\$6,621.72	89	5/17/2016	Unforeseen Conditions
Total Executed Change Orders To Date:		\$678,062.23	\$624,067.00	89		

Notes:

CHANGE ORDER CLASSIFICATIONS	Total Amount	Days	Percent of Contract
Unforeseen/Changed Conditions	\$218,483.25	89	6.29%
Errors and Omissions	\$144,231.75	0	4.15%
Change in Scope	\$261,352.00	0	7.52%
Total:	\$624,067.00	89	17.96%

BOARD REPORT

NO. 16-141

DATE June 01, 2016

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOLLYWOOD RECREATION CENTER – POOL & POOL BUILDING (PRJ1402B) (W.O. #E170344F) – ACCEPTANCE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3454

<i>fws</i>	AP Díaz <input checked="" type="checkbox"/>	V. Israel _____
	R. Barajas <u>CSJ</u>	K. Regan _____
	H. Fujita _____	N. Williams _____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

Direct Department of Recreation and Parks (RAP) staff to withhold the amounts claimed in the following Stop Payment Notice, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld.

STOP PAYMENT NOTICE

RAP is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Sections 8044, 8520, 8530, and 9350, on the following contract:

<u>Contract 3454</u>	<u>CD 13</u>	
Hollywood Recreation Center – Pool and Pool Building (PRJ1402B) (W.O. #E170344F)	General Contractor:	Morillo Construction, Inc.
Project Status: 100% Complete	Claimant:	Whitewater West Industries, Ltd, Inc.
Project Impact: none	Amount:	\$10,661.30

FISCAL IMPACT STATEMENT:

Acceptance of Stop Payment Notices has no impact on the RAP's General Fund.

BOARD REPORT

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This Report was prepared by Iris Davis, Commission Executive Assistant I, Board Office

LIST OF ATTACHMENTS

- 1) Stop Payment Notice for Contract No. 3454

PUBLIC WORK STOP PAYMENT NOTICE
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
AND
REQUEST FOR NOTICE OF FILING OF NOTICE OF
ACCEPTANCE, COMPLETION OR CESSATION
CIVIL CODE §8044, 8520, 8530, & 9350 et seq.

DEPT. OF RECREATION
AND PARK COMMISSIONER

2016 APR -4 PM 1:51

TO: City of Los Angeles
Attn: Dept. of Recreation & Parks
350 South Grand Avenue
Los Angeles, CA 90071

PROJECT: Hollywood Recreation Center
Pool & Pool Building
1122 North Cole Avenue
Hollywood, CA

TAKE NOTICE THAT Whitewater West Industries, Ltd. c/o Emalfarb, Swan & Bain whose address is 440 Central Avenue, Highland Park, IL 60035 has performed labor and/or furnished materials for a work of improvement described as follows: Hollywood Recreation Center, Pool & Pool Building, 1122 North Cole Avenue, Hollywood, CA.

The labor and/or materials furnished by claimant are of the following general kind: Waterpark/pool materials and labor. Direct contractor is Morillo Construction, Inc., 227 North Holliston Avenue, Pasadena, CA 91106.

The labor and/or materials were furnished to or for the following party: Morillo Construction, Inc., 227 North Holliston Avenue, Pasadena, CA 91106. The relationship of the Claimant to the other parties is: Subcontractor.

The value of the whole amount of labor and/or materials agreed to be furnished is \$95,681.50. The value of the labor and/or materials furnished to date is \$95,681.50. Claimant has been paid the sum of \$85,020.20, and there is due, owing and unpaid the sum of \$10,661.30 together with interest at the rate of 0.00 percent per annum from March 15, 2016.

You are required to set aside sufficient funds to satisfy this claim with interest, court costs and reasonable costs of litigation as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

You are also required to give Notice of Acceptance, Completion or Cessation to the undersigned as required by Civil Code §9362. Attached hereto is the \$10.00 fee as required by Civil Code §9362.

Firm Name: Whitewater West Industries, Ltd.
c/o Emalfarb, Swan & Bain

By: 
Naomi Pele / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing Stop Payment Notice; I have read said Stop Payment Notice and know the contents thereof: the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 15, 2016, at San Diego, California.


Naomi Pele / Authorized Agent

BOARD REPORT

NO. 16-142

DATE June 01, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FISCAL YEAR 2016-17 PERSONNEL RESOLUTION

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
*H. Fujita	_____	N. Williams	<u>NSW</u>



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Adopt the Fiscal Year (FY) 2016-17 Personnel Resolution presented as Attachment 1, effective July 1, 2016; and,
2. Authorize substitute positions for FY 2016-17 as listed in the FY 2016-17 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 FY 2016-17 Personnel Resolution authorizes 1,421 regular positions (including 55 positions whose salaries will be reimbursed by the Harbor Department), five (5) unpaid, voluntary Commissioner positions, three (3) positions subject to renewal on an annual basis, 57 substitute positions, 30 in-lieu positions, 97 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.

The following is a comparison between positions authorized at the beginning of FY 2015-16 and those positions that will be authorized for FY 2016-17 upon approval of this Report:

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	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>Difference</u>
Regular	1,391	1,421	+30
Commissioner	5	5	no change
One-time	9	3	-6
Substitute	36	57	+21
In-lieu	22	30	+8
Other Special Funded	98	97	-1
Golf Funded	142	142	no change

Regular Positions – Added

Thirty (30) positions were added in regular authority in the Mayor and Council adopted FY 2016-17 budget as follows:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	1223	Accounting Clerk	03
1	1358	Administrative Clerk	03
1	3781-1	Air Conditioning Mechanic Supervisor	13
1	5923	Building Operating Engineer	09
1	9182	Chief Management Analyst	36
1	1968	Chief Park Ranger	36
2	1461-2	Communications Information Representative II	03
4	3141	Gardener Caretaker	04
3	9184-1	Management Analyst I	01
6	1966	Park Ranger	18
2	2434	Recreation Facility Director	11
2	3476	Roofer	02
3	1967-1	Senior Park Ranger I	12
1	9167-1	Senior Personnel Analyst I	00
1	1596-2	Systems Analyst II	01

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 1,421 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
5	1358	Administrative Clerk	Cabrillo Aquarium (3), Maritime Museum, and Pacific Maintenance
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

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Regular Positions – Reimbursed by Harbor Department (continued)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
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
8	3141	Gardener Caretaker	Cabrillo Bath House, John Gibson Park, Marina (2), Point Fermin (3), and Wilder Park
1	1670-1	Graphics Designer I	Cabrillo Aquarium
1	2398	Historic Site Curator	Point Fermin
1	3523	Light Equipment Operator	Point Fermin
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
3	2412-2	Park Services Attendant II	Cabrillo Aquarium and Maritime Museum (2)
1	1793-1	Photographer I	Cabrillo Aquarium
1	1542	Project Assistant	Cabrillo Aquarium
1	1116	Secretary	Cabrillo Aquarium
3	1368	Senior Administrative Clerk	Cabrillo Aquarium, Maritime Museum, and Pacific Recreation
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 three (3) positions, subject to renewal on an annual basis, were authorized in the Mayor and Council adopted FY 2016-17 budget:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Program/Service</u>
1	1358	Administrative Clerk	Film Industry
1	2412-1	Park Services Attendant I	Film Industry
1	0883	Service Coordinator	Government Affairs

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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	Administrative Clerk
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 2016-17 Personnel Resolution (Attachment 1) 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

LIST OF ATTACHMENTS

- 1) Fiscal Year 2016-17 Personnel Resolution

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

PERSONNEL RESOLUTION NO.
FISCAL YEAR 2016-17

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EMPLOYMENT OF PERSONNEL IN THE
DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES FOR
THE FISCAL YEAR 2016-17**

SECTION 1: POSITION AUTHORIZATION

Effective July 1, 2016, the positions listed in the following classifications are hereby authorized within the Department of Recreation and Parks. The code numbers and classifications as set forth herein are hereby determined to be appropriate in accordance with existing City laws and ordinances, and applicable Memoranda of Understanding (MOU), as appropriate. Further, the employment of the designated number of persons in each code and classification as set forth herein is hereby authorized.

A. REGULAR POSITIONS (by Class Title)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
4	1513-2	Accountant II	01
13	1223	Accounting Clerk	03
24	1358	Administrative Clerk	03
6	3774	Air Conditioning Mechanic	02
1	3781-1	Air Conditioning Mechanic Supervisor	13
1	1429	Applications Programmer	21
4	2400-1	Aquarist I	21
1	2400-2	Aquarist II	21
3	2493-1	Aquarium Educator I	08
2	2493-2	Aquarium Educator II	08
2	2419	Aquatic Director	20
18	2423-1	Aquatic Facility Manager I	20
13	2423-2	Aquatic Facility Manager II	20
1	2423-3	Aquatic Facility Manager III	20
1	7925	Architect	17
1	7926-2	Architectural Associate II	08
1	1191-1	Archivist I	01
4	9241	Assistant General Manager Rec & Parks	36
1	6215	Astronomical Lecturer	11
1	0847	Astronomical Observer	11
1	1517-1	Auditor I	01
1	2397	Banning Residence Museum Director	20
2	5923	Building Operating Engineer	09
11	3333-1	Building Repairer I	14
1	3333-2	Building Repairer II	14

A. REGULAR POSITIONS (by Class Title) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	3140	Camp Manager	12
14	3344	Carpenter	02
1	3346	Carpenter Supervisor	13
5	3353	Cement Finisher	02
1	3354	Cement Finisher Supervisor	13
4	3351	Cement Finisher Worker	14
1	1253	Chief Clerk	20
1	9230	Chief Financial Officer	36
2	9182	Chief Management Analyst	36
1	1968	Chief Park Ranger	36
9	2490-2	Child Care Associate II	11
2	2491-2	Child Care Center Director II	11
1	7944	City Planner	19
1	7941	City Planning Associate	21
1	7237	Civil Engineer	17
1	9734-1	Commission Executive Assistant I	01
1	9734-2	Commission Executive Assistant II	01
2	3686	Communications Electrician	02
2	1461-2	Communications Information Representative II	03
1	2500	Community Program Director	20
3	3127-2	Construction & Maintenance Supervisor II	13
1	3364-1	Cook I	15
1	3364-2	Cook II	15
1	6230	Curator of Griffith Observatory	00
1	1593-4	Departmental Chief Accountant IV	36
1	9375	Director of Systems	36
1	3799	Electrical Craft Helper	02
1	7525-4	Electrical Engineering Associate IV	08
17	3863	Electrician	02
1	3865	Electrician Supervisor	13
2	1702-1	Emergency Management Coordinator I	20
1	7310-2	Environmental Specialist II	08
1	7310-3	Environmental Specialist III	08
1	7304-2	Environmental Supervisor II	17
13	3525	Equipment Operator	04
1	3734-1	Equipment Specialist I	21
1	3734-2	Equipment Specialist II	21
2	1117-2	Executive Administrative Assistant II	37
1	1117-3	Executive Administrative Assistant III	37
1	2475	Executive Director Expo Center	36
1	1555-1	Fiscal Systems Specialist I	20
1	3352-1	Floor Finisher I	14
355	3141	Gardener Caretaker	04
1	9243	General Manager Rec & Parks	00
1	7213	Geographic Information Systems Specialist	21

A. REGULAR POSITIONS (by Class Title) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
2	1670-1	Graphics Designer I	21
1	1670-3	Graphics Designer III	21
6	3584	Heavy Duty Truck Operator	04
3	2398	Historic Site Curator	01
25	3913	Irrigation Specialist	04
1	7929-1	Landscape Architect I	17
1	7929-2	Landscape Architect II	17
4	7933-3	Landscape Architectural Associate III	08
37	3523	Light Equipment Operator	04
1	3763	Machinist	14
14	3115	Maintenance & Construction Helper	04
7	3112	Maintenance Laborer	04
6	9184-1	Management Analyst I	01
15	9184-2	Management Analyst II	01
1	1539	Management Assistant	01
1	2404	Marine Aquarium Administrator	20
3	2425-2	Marine Aquarium Curator II	01
1	2402	Marine Aquarium Exhibits Director	20
1	2403	Marine Aquarium Program Director	20
1	2407	Maritime Museum Curator	20
1	2406	Maritime Museum Director	20
3	3451	Masonry Worker	02
3	3771	Mechanical Helper	14
1	3795	Mechanical Repair Supervisor	09
13	3773	Mechanical Repairer	09
2	3585	Motor Sweeper Operator	04
1	6229-1	Observatory Director I	36
1	6229-2	Observatory Director II	36
1	6216	Observatory Program Supervisor	08
1	6331	Observatory Technical Supervisor	00
17	3423	Painter	02
2	3426	Painter Supervisor	13
26	3145	Park Maintenance Supervisor	12
35	1966	Park Ranger	18
2	2412-1	Park Services Attendant I	03
7	2412-2	Park Services Attendant II	03
1	2426	Park Services Supervisor	20
1	1170-1	Payroll Supervisor I	20
1	1170-2	Payroll Supervisor II	20
1	1714-3	Personnel Director III	63
1	1129	Personnel Records Supervisor	20
2	1793-1	Photographer I	21
1	3325	Playground Equipment Supervisor	00

A. REGULAR POSITIONS (by Class Title) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
20	3443	Plumber	02
3	3446	Plumber Supervisor	13
1	3558	Power Shovel Operator	04
2	1525-2	Principal Accountant II	20
5	3147-2	Principal Grounds Maintenance Supervisor II	36
2	2424	Principal Park Services Attendant	20
1	9134	Principal Project Coordinator	00
4	2464-1	Principal Recreation Supervisor I	36
3	2464-2	Principal Recreation Supervisor II	36
3	1431-3	Programmer Analyst III	08
1	1542	Project Assistant	01
1	1800-1	Public Information Director I	36
1	1785-1	Public Relations Specialist I	01
136	2469	Recreation Coordinator	11
89	2434	Recreation Facility Director	11
13	2460	Recreation Supervisor	20
4	3476	Roofer	02
1	1727	Safety Engineer	20
1	1726-2	Safety Engineering Associate II	01
1	3118	Sandblast Operator	04
6	1116	Secretary	03
1	1523-1	Senior Accountant I	20
3	1523-2	Senior Accountant II	20
1	1518	Senior Auditor	20
24	1368	Senior Administrative Clerk	03
2	3345	Senior Carpenter	02
1	9485-D	Senior Civil Engineer/Project Manager III	17
1	3864	Senior Electrician	02
91	3143	Senior Gardener	04
3	9171-1	Senior Management Analyst I	20
6	9171-2	Senior Management Analyst II	20
2	3424	Senior Painter	02
8	3146	Senior Park Maintenance Supervisor	36
8	1967-1	Senior Park Ranger I	12
2	1967-2	Senior Park Ranger II	12
3	2422	Senior Park Services Attendant	20
5	9167-1	Senior Personnel Analyst I	00
1	9167-2	Senior Personnel Analyst II	00
1	3444	Senior Plumber	02
32	2446-1	Senior Recreation Director I	11
28	2446-2	Senior Recreation Director II	11
2	3477	Senior Roofer	02
2	1597-1	Senior Systems Analyst I	20
1	1597-2	Senior Systems Analyst II	20

A. REGULAR POSITIONS (by Class Title) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	3775	Sheet Metal Worker	02
2	3428	Sign Painter	02
1	4150-2	Street Services Worker II	04
1	7957-4	Structural Engineering Associate IV	08
6	2472	Superintendent of Rec & Parks Operations	36
4	1596-2	Systems Analyst II	01
1	1455-1	Systems Programmer I	21
1	1455-2	Systems Programmer II	21
16	3114	Tree Surgeon	04
6	3151	Tree Surgeon Assistant	04
5	3117-1	Tree Surgeon Supervisor I	12
1	3117-2	Tree Surgeon Supervisor II	12
9	3583	Truck Operator	04
1	3723	Upholsterer	14
1	1802	Video Production Coordinator	21
1	2495	Volunteer Coordinator	01
2	3796	Welder	14
1,421			

A. REGULAR POSITIONS (by Class Code)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	0847	Astronomical Observer	11
6	1116	Secretary	03
2	1117-2	Executive Administrative Assistant II	37
1	1117-3	Executive Administrative Assistant III	37
1	1129	Personnel Records Supervisor	20
1	1170-1	Payroll Supervisor I	20
1	1170-2	Payroll Supervisor II	20
1	1191-1	Archivist I	03
13	1223	Accounting Clerk	03
1	1253	Chief Clerk	20
24	1358	Administrative Clerk	03
24	1368	Senior Administrative Clerk	03
1	1429	Applications Programmer	21
3	1431-3	Programmer Analyst III	08
1	1455-1	Systems Programmer I	21
1	1455-2	Systems Programmer II	21
2	1461-2	Communications Information Representative II	03
4	1513-2	Accountant II	01
1	1517-1	Auditor I	01
1	1518	Senior Auditor	20
1	1523-1	Senior Accountant I	20
3	1523-2	Senior Accountant II	20
2	1525-2	Principal Accountant II	20
1	1539	Management Assistant	01
1	1542	Project Assistant	01
1	1555-1	Fiscal Systems Specialist I	20
1	1593-4	Departmental Chief Accountant IV	36
4	1596-2	Systems Analyst II	01
2	1597-1	Senior Systems Analyst I	20
1	1597-2	Senior Systems Analyst II	20
2	1670-1	Graphics Designer I	21
1	1670-3	Graphics Designer III	21
2	1702-1	Emergency Management Coordinator I	20
1	1714-3	Personnel Director III	00
1	1726-2	Safety Engineering Associate II	01
1	1727	Safety Engineer	20
1	1785-1	Public Relations Specialist I	01
2	1793-1	Photographer I	21
1	1800-1	Public Information Director I	36
1	1802	Video Production Coordinator	21
35	1966	Park Ranger	18
8	1967-1	Senior Park Ranger I	12
2	1967-2	Senior Park Ranger II	12

A. REGULAR POSITIONS (by Class Code) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	1968	Chief Park Ranger	36
1	2397	Banning Residence Museum Director	20
3	2398	Historic Site Curator	01
4	2400-1	Aquarist I	21
1	2400-2	Aquarist II	21
1	2402	Marine Aquarium Exhibits Director	20
1	2403	Marine Aquarium Program Director	20
1	2404	Marine Aquarium Administrator	20
1	2406	Maritime Museum Director	20
1	2407	Maritime Museum Curator	20
2	2412-1	Park Services Attendant I	03
7	2412-2	Park Services Attendant II	03
2	2419	Aquatic Director	20
3	2422	Senior Park Services Attendant	20
18	2423-1	Aquatic Facility Manager I	20
13	2423-2	Aquatic Facility Manager II	20
1	2423-3	Aquatic Facility Manager III	20
2	2424	Principal Park Services Attendant	20
3	2425-2	Marine Aquarium Curator II	01
1	2426	Park Services Supervisor	20
89	2434	Recreation Facility Director	11
32	2446-1	Senior Recreation Director I	11
28	2446-2	Senior Recreation Director II	11
13	2460	Recreation Supervisor	20
4	2464-1	Principal Recreation Supervisor I	36
3	2464-2	Principal Recreation Supervisor II	36
136	2469	Recreation Coordinator	11
6	2472	Superintendent of Rec & Parks Operations	36
1	2475	Executive Director Expo Center	36
9	2490-2	Child Care Associate II	11
2	2491-2	Child Care Center Director II	11
3	2493-1	Aquarium Educator I	08
2	2493-2	Aquarium Educator II	08
1	2495	Volunteer Coordinator	01
1	2500	Community Program Director	20
7	3112	Maintenance Laborer	04
16	3114	Tree Surgeon	04
14	3115	Maintenance & Construction Helper	04
5	3117-1	Tree Surgeon Supervisor I	12
1	3117-2	Tree Surgeon Supervisor II	12
1	3118	Sandblast Operator	04
3	3127-2	Construction & Maintenance Supervisor II	13
1	3140	Camp Manager	12
355	3141	Gardener Caretaker	04
91	3143	Senior Gardener	04

A. REGULAR POSITIONS (by Class Code) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
26	3145	Park Maintenance Supervisor	12
8	3146	Senior Park Maintenance Supervisor	36
5	3147-2	Principal Grounds Maintenance Supervisor II	36
6	3151	Tree Surgeon Assistant	04
1	3325	Playground Equipment Supervisor	00
11	3333-1	Building Repairer I	14
1	3333-2	Building Repairer II	14
14	3344	Carpenter	02
2	3345	Senior Carpenter	02
1	3346	Carpenter Supervisor	13
4	3351	Cement Finisher Worker	14
1	3352-1	Floor Finisher I	14
5	3353	Cement Finisher	02
1	3354	Cement Finisher Supervisor	13
1	3364-1	Cook I	15
1	3364-2	Cook II	15
17	3423	Painter	02
2	3424	Senior Painter	02
2	3426	Painter Supervisor	13
2	3428	Sign Painter	02
20	3443	Plumber	02
1	3444	Senior Plumber	02
3	3446	Plumber Supervisor	13
3	3451	Masonry Worker	02
4	3476	Roofer	02
2	3477	Senior Roofer	02
37	3523	Light Equipment Operator	04
13	3525	Equipment Operator	04
1	3558	Power Shovel Operator	04
9	3583	Truck Operator	04
6	3584	Heavy Duty Truck Operator	04
2	3585	Motor Sweeper Operator	04
2	3686	Communications Electrician	02
1	3723	Upholsterer	14
1	3734-1	Equipment Specialist I	21
1	3734-2	Equipment Specialist II	21
1	3763	Machinist	14
3	3771	Mechanical Helper	14
13	3773	Mechanical Repairer	09
6	3774	Air Conditioning Mechanic	02
1	3775	Sheet Metal Worker	02
1	3781-1	Air Conditioning Mechanic Supervisor	13
1	3795	Mechanical Repair Supervisor	09
2	3796	Welder	14
1	3799	Electrical Craft Helper	02

A. REGULAR POSITIONS (by Class Code) continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
17	3863	Electrician	02
1	3864	Senior Electrician	02
1	3865	Electrician Supervisor	13
25	3913	Irrigation Specialist	04
1	4150-2	Street Services Worker II	04
2	5923	Building Operating Engineer	09
1	6215	Astronomical Lecturer	11
1	6216	Observatory Program Supervisor	08
1	6229-1	Observatory Director I	36
1	6229-2	Observatory Director II	36
1	6230	Curator of Griffith Observatory	00
1	6331	Observatory Technical Supervisor	00
1	7213	Geographic Information Systems Specialist	21
1	7237	Civil Engineer	17
1	7304-2	Environmental Supervisor II	17
1	7310-2	Environmental Specialist II	08
1	7310-3	Environmental Specialist III	08
1	7525-4	Electrical Engineering Associate IV	08
1	7925	Architect	17
1	7926-2	Architectural Associate II	08
1	7929-1	Landscape Architect I	17
1	7929-2	Landscape Architect II	17
4	7933-3	Landscape Architectural Associate III	08
1	7941	City Planning Associate	21
1	7944	City Planner	19
1	7957-4	Structural Engineering Associate IV	08
1	9134	Principal Project Coordinator	00
5	9167-1	Senior Personnel Analyst I	00
1	9167-2	Senior Personnel Analyst II	00
3	9171-1	Senior Management Analyst I	20
6	9171-2	Senior Management Analyst II	20
2	9182	Chief Management Analyst	36
6	9184-1	Management Analyst I	01
15	9184-2	Management Analyst II	01
1	9230	Chief Financial Officer	36
4	9241	Assistant General Manager Rec & Parks	36
1	9243	General Manager Rec & Parks	00
1	9375	Director of Systems	36
1	9485D	Senior Civil Engineer/Project Manager III	17
1	9734-1	Commission Executive Assistant I	01
1	9734-2	Commission Executive Assistant II	01
1,421			

A. REGULAR POSITIONS (reimbursed by the Harbor Department)

(Note: The 55 positions listed below are reimbursed by the Harbor Department and included in the 1,421 total regular positions. They are listed here separately for transparency.)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1513-2	Accountant II	Cabrillo Aquarium
5	1358	Administrative Clerk	Cabrillo Aquarium (3), Maritime Museum, and Pacific Maintenance
1	2419	Aquatic Director	Citywide 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
8	3141	Gardener Caretaker	Cabrillo Bath House, John Gibson Park, Marina (2), Point Fermin (3), and Wilder Park
1	1670-1	Graphics Designer I	Cabrillo Aquarium
1	2398	Historic Site Curator	Point Fermin
1	3523	Light Equipment Operator	Point Fermin
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
3	2412-2	Park Services Attendant II	Cabrillo Aquarium and Maritime Museum (2)
1	1793-1	Photographer I	Cabrillo Aquarium
1	1542	Project Assistant	Cabrillo Aquarium
1	1116	Secretary	Cabrillo Aquarium
3	1368	Senior Administrative Clerk	Cabrillo Aquarium, Maritime Museum, and Pacific Recreation
3	3143	Senior Gardener	Cabrillo Museum, Marina, and Point Fermin District
1	2446-2	Senior Recreation Director II	Cabrillo Bath House

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B. COMMISSIONER POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
5	0101-2	Commissioner	00

C. ONE-TIME POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	1358	Administrative Clerk	03
1	2412-1	Park Services Attendant I	03
1	0883	Service Coordinator	00

D. AS-NEEDED POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification</u>
-	1358	Administrative Clerk
-	1535-1	Administrative Intern I
-	1535-2	Administrative Intern II
-	2418-1	Assistant Park Services Attendant I
-	2418-2	Assistant Park Services Attendant II
-	2490-1	Child Care Associate I
-	3364-1	Cook I
-	0835-A	Day Camp Director I
-	0835-B	Day Camp Director I
-	0835-C	Day Camp Director II
-	0835-D	Day Camp Director II
-	0835-E	Day Camp Director II
-	0835-F	Day Camp Director II
-	1121-1	Delivery Driver I
-	1121-2	Delivery Driver II
-	2453	Golf Starter
-	0178-1	Gang Reduction and Youth Development Worker I
-	0178-2	Gang Reduction and Youth Development Worker II
-	0178-3	Gang Reduction and Youth Development Worker III
-	0178-4	Gang Reduction and Youth Development Worker IV
-	0178-5	Gang Reduction and Youth Development Worker V
-	0178-6	Gang Reduction and Youth Development Worker VI
-	2476	Lifeguard Recruit
-	0844	Locker Room Attendant
-	2401	Museum Guide
-	0848-A	Observatory Lecturer
-	0848-B	Observatory Lecturer
-	0848-C	Observatory Lecturer
-	0848-D	Observatory Lecturer
-	2420-1	Open Water Lifeguard I
-	2420-2	Open Water Lifeguard II
-	0834	Park Activity Monitor
-	2413H	Pool Lifeguard
-	1550	Program Aide
-	1542	Project Assistant
-	2435	Recreation Aide
-	2498	Recreation Assistant
-	2499	Recreation Instructor
-	2421-A	Residential Camp Counselor
-	2421-B	Residential Camp Counselor
-	2421-C	Residential Camp Counselor
-	2409	Seasonal Pool Manager I
-	2408	Seasonal Pool Manager II
-	3181	Security Officer

D. AS-NEEDED POSITIONS continued

<u>No.</u>	<u>Code</u>	<u>Classification</u>
-	2427-A	Senior Residential Camp Counselor
-	2427-B	Senior Residential Camp Counselor
-	2427-C	Senior Residential Camp Counselor
-	2427-D	Senior Residential Camp Counselor
-	2415	Special Program Assistant II
-	2416	Special Program Assistant III
-	1502	Student Professional Worker
-	1501	Student Worker
-	1131-1	Swimming Pool Clerk I
-	1131-2	Swimming Pool Clerk II
-	0849	Telescope Demonstrator
-	0710-A	Theater Technician
-	0710-B	Theater Technician
-	0710-C	Theater Technician
-	0710-D	Theater Technician

E. SUBSTITUTE POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification & Location</u>
2	2493-1	Aquarium Educator I - Cabrillo Aquarium
2	2423-1	Aquatic Facility Manager I (1) Summer Upgrade for Peck Pool (1) Yosemite Pool
4	2423-2	Aquatic Facility Manager II (1) Summer Upgrade (1) Glassell Pool (1) Hubert Humphrey Pool (1) Peck Pool
13	2423-3	Aquatic Facility Manager III - Summer Upgrade
1	3194-2	Building Construction and Maintenance General Superintendent II - Citywide
1	3346	Carpenter Supervisor - Metro Carpentry
1	3351	Cement Finisher Worker - Metro Fence Crew
1	5927	Chief Building Operating Engineer - Greek Theatre/ Griffith Observatory
1	7525-2	Electrical Engineering Associate II - Planning
1	1702-2	Emergency Management Coordinator II - Emergency Preparedness
1	1117-2	Executive Administrative Assistant - Executive Office
1	3393	Locksmith - Valley Carpentry
8	9184-2	Management Analyst II (1) Admin Resources (1) Finance (1) Metro Region (4) Partnerships (1) Planning and Development
2	3773	Mechanical Repairer - Citywide
2	3731	Mechanical Repair General Supervisor - Citywide
2	3423	Painter - Metro Painting
1	1714-2	Personnel Director II - Human Resources
2	2464-2	Principal Recreation Supervisor II (1) Aquatics (1) Expo Center
1	2469	Recreation Coordinator - LA Youth Athletic Club
1	3478	Roofer Supervisor - Citywide
1	1368	Senior Administrative Clerk - Board Office
1	3864	Senior Electrician - Citywide Electrical
3	9171-1	Senior Management Analyst I (1) Concessions (1) Contracts (1) Grants

E. SUBSTITUTE POSITIONS (continued)

<u>No.</u>	<u>Code</u>	<u>Classification & Location</u>
1	9167-1	Senior Personnel Analyst I - Human Resources
1	1597-2	Senior Systems Analyst II - Information Technology
1	1596-2	Systems Analyst II - Information Technology
<u>1</u>	3796	Welder - Citywide
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F. IN-LIEU POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification & Location</u>
4	1358	Administrative Clerk (2) Human Resources (1) Pacific Construction (1) Maintenance Administration
1	7926-1	Architectural Associate I - Planning
1	7237-D	Civil Engineer/PM III - Planning
1	3127-1	Construction and Maintenance Supervisor - Griffith Observatory
1	7304-2	Environmental Supervisor II - Planning
1	3525	Equipment Operator - Citywide Irrigation
2	3112	Maintenance Laborer (1) Citywide Flooring (1) Playground Installation
2	1539	Management Assistant (1) Grants (1) Planning
1	1731-2	Personnel Analyst II - Human Resources
6	2469	Recreation Coordinator (1) Anderson Memorial (1) Bellevue (1) Elysian Valley (1) Green Meadows (1) Hoover (1) Lincoln Heights
2	2434	Recreation Facility Director (1) Costello (1) Queen Anne
1	3476	Roofer - Citywide Roofing
2	3143	Senior Gardener (1) Point Fermin (1) Sepulveda Basin
1	3424	Senior Painter - Citywide Facility Repair
4	1576-4	Transitional Worker (1) Expo Center (1) Grants Admin (1) Griffith Maintenance (1) Maritime Museum

F. IN-LIEU POSITIONS (continued)

POSITION IN-LIEU	OF REGULAR AUTHORITY POSITION
Administrative Clerk (4)	Senior Administrative Clerk (4)
Architectural Associate I	Landscape Architectural Associate III
Civil Engineer/PM III	Senior Civil Engineer/PM III
Construction and Maintenance Supervisor	Observatory Technical Supervisor
Environmental Supervisor II	Truck Operator
Equipment Operator	Power Shovel Operator
Maintenance Laborer (2)	Maintenance & Construction Helper (2)
Management Assistant (2)	Management Analyst II (2)
Personnel Analyst II	Senior Personnel Analyst I
Recreation Coordinator (6)	Recreation Facility Director (6)
Recreation Facility Director (2)	Senior Recreation Director I (2)
Roofer	Senior Roofer
Senior Gardener (2)	Park Maintenance Supervisor (2)
Senior Painter	Equipment Operator
Transitional Worker	Park Services Attendant II
Transitional Worker (3)	Administrative Clerk (3)

G. OTHER SPECIAL FUNDED POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
11	1513-2	Accountant II (1) Appropriations - MRP (2) Finance - Reimbursement (7) Regions and Finance Division - MRP
7	1223	(1) Revenue Accounting - MRP Accounting Clerk (2) Revenue Accounting - MRP (1) Cashier - MRP (3) MRP Accounting - MRP (1) Timekeeping/Payroll - MRP
3	1223-2	Accounting Clerk II - Accounting - MRP
2	2493-2	Aquarium Educator II - Cabrillo Aquarium - MRP
2	2423-1	Aquatic Facility Manager I - Hansen Dam Swim Lake - Prop A
1	2423-2	Aquatic Facility Manager II - Hansen Dam Swim Lake - Prop A
1	2423-3	Aquatic Facility Manager III - Hansen Dam Swim Lake - Prop A
2	1517-1	Auditor I (1) Auditing - 9070 Account (1) Auditing - MRP
1	1517-2	Auditor II - MRP
1	3344	Carpenter - Pacific Carpentry - Prop A Maintenance
2	3863	Electrician (1) Pacific Electrical - Prop A (1) Citywide Electrical - Prop A
9	3141	Gardener Caretaker (1) Expo Center - Prop A Maintenance (6) Hansen Dam Swim Lake - Prop A (2) Pershing Square - Park Maintenance
1	3523	Light Equipment Operator - Hansen Dam Maintenance - Prop A
7	9184-2	Management Analyst II (2) Admin Support - 9070 Account (2) Admin Resources - MRP (1) Office Services - MRP (1) Pershing Square - MRP (1) Summer Nutrition Program - Grant
1	3773-2	Mechanical Repairer II - Citywide Pool Maintenance - Prop A
1	3145	Park Maintenance Supervisor - Film Permits - Film Office
6	2412-2	Park Services Attendant II (3) Film Permits - Film Office (1) Park Services - Tennis Surcharge (2) Sherman Oaks Castle - MRP
1	2424	Principal Park Services Attendant - Sherman Oaks Castle - Castle Fund
1	1431-3	Programmer Analyst III - Information Technology - MRP
1	1431-5	Programmer Analyst V - Information Technology - MRP

G. OTHER SPECIAL FUNDED POSITIONS continued

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
8	2469	Recreation Coordinator (1) Cheviot Hills - MRP (1) Encino - MRP (1) Mar Vista - MRP (1) Palms - MRP (1) Pan Pacific - MRP (1) Pershing Square - Parking Garage (1) Woodland Hills - MRP (1) Van Nuys/Sherman Oaks - MRP
6	2434	Recreation Facility Director (1) Bogdanovich - MRP (1) Encino - MRP (1) Palms - MRP (1) Studio City - MRP (1) Van Nuys/Sherman Oaks - MRP (1) Youth & Nutrition - CDBG
1	2460	Recreation Supervisor - Pacific Muni Sports - MRP
1	1530-2	Risk Manager II - Human Resources - MRP
1	1523-1	Senior Accountant I - Revenue Accounting - MRP
2	1523-2	Senior Accountant II (1) Accounting - MRP (1) Accounting - MRP
4	1368	Senior Administrative Clerk (1) Admin Resources - MRP (1) Park Services - Tennis Surcharge (2) Personnel - MRP
2	3143	Senior Gardener (1) Pershing Square - Park Maintenance (1) Sherman Oaks Castle Park - MRP
1	9171-1	Senior Management Analyst I - Finance Branch - CDBG
3	2442	Senior Park Services Attendant (1) Greek Theatre - Parking Fees (1) Park Services - Admin - MRP (1) Region Operations - 9130 Account, Film Surcharge
2	2446-1	Senior Recreation Director I (1) Pershing Square - Parking Garage (1) Youth & Nutrition - CDBG
5	2446-2	Senior Recreation Director II (1) Cheviot Hills - MRP (1) Mar Vista - MRP (1) Pan Pacific - MRP (1) Peck Park - MRP (1) Woodland Hills - MRP

H. GOLF FUNDED POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification</u>
1	1513-2	Accountant II
1	1358	Administrative Clerk
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	3116	Secretary
35	3143	Senior Gardener
2	3146	Senior Park Maintenance Supervisor
1	2446-1	Senior Recreation Director I
1	1596-2	Systems Analyst II
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I. HIRING HALL EXEMPT POSITIONS

<u>No.</u>	<u>Code</u>	<u>Classification</u>
-	0855	Air Conditioning Mechanic
-	0857	Cabinet Maker
-	0858	Carpenter
-	0858-A	Carpenter Apprentice (1st period)
-	0858-B	Carpenter Apprentice (2nd period)
-	0858-C	Carpenter Apprentice (3rd period)
-	0858-D	Carpenter Apprentice (4th period)
-	0858-E	Carpenter Apprentice (5th period)
-	0858-F	Carpenter Apprentice (6th period)
-	0858-G	Carpenter Apprentice (7th period)
-	0858-H	Carpenter Apprentice (8th period)
-	0859	Carpet Layer
-	0860-1	Cement Finisher I
-	0860-2	Cement Finisher II
-	0858-Z	City Craft Assistant
-	0861-1	Communications Electrician I
-	0861-2	Communications Electrician II
-	0862	Electrical Craft Helper
-	0863	Electrical Mechanic
-	0864	Electrical Repairer
-	0865	Electrician
-	0868	Glazier
-	0869	Masonry Worker
-	0895-A	Operating Engineers-Group I
-	0870	Painter
-	0871	Pile Driver Worker
-	0872-1	Pipefitter I (2nd year apprentice)
-	0872-2	Pipefitter II (5th year apprentice)
-	0872-3	Pipefitter III (Journey level)
-	0873	Plasterer
-	0874-A	Plumber I (2nd year apprentice)
-	0874-B	Plumber I (3rd year apprentice)
-	0874-C	Plumber I (4th year apprentice)
-	0874-D	Plumber I (5th year apprentice)
-	0874-2	Plumber II (Plumber)
-	0875	Roofer
-	0876	Sheet Metal Worker
-	0878	Sign Painter
-	0880-1	Title Setter I
-	0880-2	Title Setter II

**SECTION 2: ADOPTION OF LOS ANGELES ADMINISTRATIVE CODE: IN-LIEU
AUTHORITY: FILLING VACANT POSITIONS**

1. Upon the approval of the General Manager of the Department of Recreation and Parks, a greater number of persons than specified in this Personnel Resolution for any class of position may be employed therein only to the extent, however, that at no time should the total number of persons employed exceed the total number of positions herein authorized.
2. The Personnel Authority contained in this resolution shall be limited by the amount of money available on the records of the Controller of the City of Los Angeles for the payment of salaries and wages in the Department of Recreation and Parks.
3. The General Manager of the Department of Recreation and Parks shall have the authority to fill each and every vacated position in the Department of Recreation and Parks at such time and in such manner as to the best advantage of the Department of Recreation and Parks.
4. The General Manager of the Department of Recreation and Parks shall have the authority to abolish regular, as-needed, substitute, in-lieu, special funded, and hiring hall exempt craft positions, as established by the Board of Recreation and Park Commissioners in the Personnel Resolution, that the General Manager deems necessary in order to meet the fiscal and management requirements that develop during the 2016-17 fiscal year.
5. The General Manager of the Department of Recreation and Parks shall have the authority to correct any clerical, typographical, or printing errors in this document.
6. The General Manager of the Department of Recreation and Parks shall have the authority to approve Saturday, Sunday, and holiday work as part of a regular workweek.
7. The General Manager of the Department of Recreation and Parks shall have the authority to enter into work-study program agreements with approved colleges and universities provided the Department of Recreation and Parks is reimbursed for a portion of the salary paid to students in the work-study program.
8. For employees of the Department of Recreation and Parks, a daily rate and half-day salary rate as contained in L.A.A.C., Section 4.61, Schedule A, is defined as follows:

Half-Day - Less than eight (8) hours worked before midnight on any one (1) day.

Full Day - Eight (8) or more hours worked before midnight on any one (1) day.

SECTION 3: MEMORANDA OF UNDERSTANDING

Memoranda of Understanding approved by the City Council shall be considered to be incorporated into this Resolution where appropriate. Salaries established under approved Memoranda of Understanding shall apply to all classes of employees therein noted. The provisions of each of the Memoranda of Understanding shall take precedence over any conflicting provision contained in this Resolution but only for those employees in classes within Units to which various Memoranda of Understanding apply.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on June 1, 2016.

Armando X. Bencomo, Board Secretary

Resolution No. _____

BOARD REPORT

PG. 2

NO. 16-101

The Albion Project will develop the new 6 acre site as well as improve portions of the existing Downey Recreational Park and will be delivered by the Proposition O Bond Program. Development of the recreational amenities will be funded by a Five Million Dollar (\$5,000,000.00) State Proposition 84 Grant. The Proposition 84 Grant will fund the following project scope components: add new park space, construct new small size synthetic athletic field, new sports field lighting, walking and bike path, new fitness equipment area with resilient surfacing, new children's play area with resilient surfacing, new parking lot with permeable parking spaces, and install landscaping. An additional Six Hundred Eighty-Four Thousand, Three Hundred Fifty-Five Dollars (\$684,355.00) in Proposition K Grant funding will be used to create a better configured baseball field, renovate the pedestrian pathway to the Downey Child Care Center, and reconfigure and improve the staff access road and parking lot to provide a buffer from the baseball field.

BOE, Proposition O Bond Program is managing the project, design, construction, and construction management. In addition, the BOE Architectural Division prepared the landscape plans and specifications as well as obtained all the associated necessary permit approvals for the project.

Assuming approval of the plans by the Board of Recreation and Park Commissioners, the Albion Project construction contract will be awarded through the Board of Public Works.

Funding for this project is available from the following funds and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
Proposition O	16T/50/50KXAD
Proposition O	16T/50/50KYAD
Proposition 84	205/89/89JOA1
Proposition K – Year 17 (FY 2013-14)	43K/10/10KM05
Proposition K – Year 20 (FY 2016-17)	TBD
Department of Recreation and Parks funds*	TBD

*Additional funding/Department of Recreation and Parks funds are to be determined for the following Additive Alternate items: synthetic fields, ADA ramp to Spring Street, shade structures, and restroom.

Environmental Impact Statement

This project was previously evaluated for environmental impacts in accordance with the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration was considered and adopted by the City Council of the City of Los Angeles on April 12, 2011. A Notice of Determination was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on April 12, 2011. BOE staff has determined that this project and the environmental conditions of the site have not substantially changed since the adoption of the Mitigated Negative Declaration. Therefore, the Mitigated Negative Declaration which was adopted on April 12, 2011, remains valid.

BOARD REPORT

PG. 3

NO. 16-10J

TREES AND SHADE

Eighteen (18) trees will be removed and two hundred twenty nine (229) trees will be added at Albion Riverside Park. Additional shade will be provided with the increase in the total number of trees at the park site. The Canopy Information included with this report (Attachment 1) provides specifics regarding the additional trees and shade to be provided by this proposed project.

FISCAL IMPACT STATEMENT

Funding for the grounds maintenance and facility repair of this project will be requested through the Departments' new and expanded facilities budget request process.

This report was prepared by Naushin Kamal, Assistant Project Manager, Proposition O Bond Program, Department of Public Work, BOE. Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo-Domingo, Superintendent, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

Attachment 1

Canopy Information

For

Albion Riverside Park (PRJ20647) (W.O. #EW40060F) Project

Attachment 1 Canopy Information
ALBION RIVERSIDE PARK PROJECT

Percentage of “additional canopy” to the overall site

Percentage is calculated based on the assumption that all trees are mature trees.

$$\text{Percentage of Additional Canopy} = \frac{\text{Canopy of additional trees} - \text{canopy of removed trees}}{\text{Site area}}$$

Removed Trees

Tree Name	No. of Trees	Species	Canopy ¹ of mature tree		
			Diameter	Area per tree, square feet (sf)	Total area
London Plane Tree	3	<i>Platanus x 'Acerifolia'</i>	35	962	2,886
American Sweetgum	1	<i>Liquidambar Styraciflua</i>	30	707	707
Golden Rain Tree	2	<i>Koelreuteria Paniculata</i>	30	707	1,414
Mexican Fan Palm	1	<i>Washingtonia Robusta</i>	15	177	177
Carrotwood Tree	2	<i>Cupaniopsis Anacardiodes</i>	20	314	628
Indian Laurel Fig	2	<i>Ficus Microcarpa</i>	25	491	982
Chilean Pepper Tree	1	<i>Schinus Polygamous</i>	30	707	707
Bottle Brush	1	<i>Callistemon Citrinus</i>	15	177	177
Western Redbud	5	<i>Cercis Occidentalis</i>	10	79	395
	18				8,073 sf

New Trees

Tree Name	No. of Trees	Species	Canopy ¹ of future mature tree		
			Diameter	Area per tree, (sf)	Total area
Fern Pine	7	<i>Afrocarpus Gracilior</i>	30	707	4,949
Velvet Ash	10	<i>Fraxinus Velutina</i>	30	707	7,070
Australia Willow	65	<i>Geijera Parviflora</i>	25	491	31,915
Jacaranda	6	<i>Jacaranda Acutifolia</i>	40	1,257	7,542
So. Cal. Black Walnut	10	<i>Junglans Calif. Var. Calif.</i>	30	707	7,070
Mexican Palo Verde	20	<i>Parkinsonia Aculeata</i>	25	491	9,820
Canary Island Pine	28	<i>Pinus Canariensis</i>	25	491	13,748
Italian Stone Pine	3	<i>Pinus Pinea</i>	50	1,963	5,889
California Sycamore	23	<i>Platanus Racemosa</i>	60	2,827	65,021
Fremont Cottonwood	17	<i>Populus Fremontii 'Nevada'</i>	50	1,963	33,371
Coast Live Oak	10	<i>Quercus Agrifolia</i>	75	4,418	44,180

¹ Size established based on Urban Forest Ecosystems Institute data 398,000 square feet (sf)

Engelmann Oak	4	<i>Quercus Engelmannii</i>	75	4,418	17,672
Valley Oak	9	<i>Quercus Lobata</i>	75	4,418	39,762
Arroyo Willow	6	<i>Salix Lasiolepis</i>	20	314	1,884
Blue Elderberry	11	<i>Sambucus Nigra</i> <i>ssp. Caerulea</i>	20	314	3,454
	229				293,347 sf

Percentage of Additional Canopy (approximate) =

$$\frac{293,347 \text{ s ft} - 8,073 \text{ sf}}{293,347 \text{ s ft}} = 71.68\%$$

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>
2/3/16 16-021	2/17/16	8/17/16
City Hall Park – Joy Picus Play Area Renovation (PRJ20941) Project – Allocation of Zone Change Fees; Exemption from the California Environmental Quality Act		
2/3/16 16-025	2/17/16	8/17/16
Griffith Park – Nursery Improvement (PRJ21006) Project – Allocation of Quimby Fees; Exemption from the California Environmental Quality Act		
3/16/16 16-077	4/6/16	8/6/16
Fence Installation, Maintenance and/or Repairs – Request for Qualifications		

BIDS TO BE RECEIVED:

6/7/16 Lincoln Park Recreation Center - Pool and Bathhouse Replacement - Re-Bid (W.O. #E1907715)

6/21/16 Echo Park Boathouse Café Concession (CON-F16-002)

PROPOSALS TO BE RECEIVED:

None

QUALIFICATIONS TO BE RECEIVED:

6/7/16 Park Facility Construction, Retrofit, Maintenance and/or Repairs

6/21/16 General Park Building Construction, Retrofit, Maintenance and/or Repairs

For Internal Use – Not Included as Part of Agenda