

## AGENDA

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

Wednesday, May 4, 2016 at 9:30 a.m.

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

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

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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 April 20, 2016

2. BOARD REPORTS

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|--------|--|
| 16-106 | Various Communications   |
| 16-107 | California Department of Education – Summer Food Service Program 2015-2016 – Authorization to Submit Grant Application for Summer Lunch Program; Acceptance of Grant Funds |
| 16-108 | Griffith Park Pony Ride Concession – Award of Contract to Griffith Park Pony Ride, Inc.; Authorization to Develop Concession Agreement                                     |
| 16-109 | As-Needed Environmental Health and Safety Services – Award of Contracts  |
| 16-110 | Reimbursement of Salaries and Related Expenses from the Municipal Recreation Program Fund and Grant Fund Accounts – Resolution for Fiscal Year 2016-2017                   |
| 16-111 | Reimbursement for Petty Cash, Expenses, and Refund Resolutions for Fiscal Year 2016-2017   |
| 16-112 | Transfer of Expenditures to Bogdanovich Trust Fund for Fiscal Year 2016-2017   |

May 4, 2016

- 16-113 Transfer of Appropriations within Fund 302 in the Department of Recreation and Parks
- 16-114 EXPO Center – Authorization to Pay Outstanding Invoices for the Use of Lot 1 at the EXPO Center
- 16-115 Eagle Rock Recreation Center – License Agreement with Southern California Edison Company for Parking Space; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1(A), Class 1, Category 14 of the City of Los Angeles CEQA Guidelines
- 16-116 1<sup>st</sup> and Broadway Civic Center Park – New Park Development (PRJ20781) Project – Allocation of Quimby Fees
- 16-117 San Pedro Plaza Park – Expansion by Harbor Department; Issuance of Right-of-Entry Permit to Harbor Department

3. CONTINUED BOARD REPORTS

- 16-105 As-Needed All Weather Turf Construction, Retrofit, Maintenance and/or Repairs – Award of Contracts

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

5. GENERAL MANAGER’S DEPARTMENT REPORT AND UPDATES

- Informational Report on Department Activities and Facilities
- Informational Update on the Greek Theatre
- Informational Update on Recreation and Parks Strategic Plan
- Informational Update on Runyon Canyon Park Temporary Closure
- Informational Update on Maintenance of Fitness Zones

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

May 4, 2016

8. NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, May 18, 2016, 9:30 a.m., at Normandale Recreation Center, 22400 Halldale Avenue, Torrance, CA 90501.

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

## REGULAR MEETING MINUTES

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

Wednesday, April 20, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at North Hollywood Recreation Center at 9:30 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, Commissioner Misty M. Sanford, and Commissioner Iris Zuñiga. 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  
Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Sophia Pina-Cortez, Superintendent, Operations Branch  
Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch

#### CALL TO ORDER AND SPECIAL PRESENTATION

- Jackie Keene, District Director of Councilmember Paul Krekorian's Office, Second Council District, made opening remarks and welcomed the Board and audience to the Second Council District.
- Charles Singer, Superintendent of Valley Region, introduced Department staff and provided background and programming information regarding the North Hollywood Recreation Center.

#### APPROVAL OF THE MINUTES

Commissioner Alvarez moved that the Board approve the Minutes of the April 6, 2016 Regular Meeting, which was seconded by Commissioner Sanford. There being no objections, the Motion was unanimously approved.

#### BOARD REPORTS

16-091

##### VARIOUS COMMUNICATIONS

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16-092

LAKE HOLLYWOOD PARK – DONATION OF FUNDING FROM NBCUNIVERSAL MEDIA, LLC FOR NEW PLAYGROUND EQUIPMENT; EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1A, CLASS 1, CATEGORY 14, AND SECTION 1K, CLASS 11, CATEGORY(S) 3 AND 6 OF THE CITY CEQA GUIDELINES

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Commissioner Alvarez recused herself and left the Meeting prior to the Board's consideration of Board Report No. 16-092 to avoid any perception of a potential conflict of interest.

April 20, 2016

Assistant General Manager Vicki Israel presented Board Report No. 16-092 for acceptance of a donation from NBCUniversal Media, LLC in the amount of \$200,000.00 to be used for the removal of existing playground equipment at Lake Hollywood Park, and for the purchase and installation of new playground equipment and resilient surfacing. The Board and Department staff discussed the design elements for the new playground equipment.

Public comments were invited for Board Report No. 16-092. Three requests for public comment were submitted, and such comments were made to the Board.

President Patsouras requested a Motion to approve Board Report No. 16-092 as presented. Commissioner Sanford moved that the Board Report No. 16-092 be approved. Commissioner Zuñiga seconded the Motion. There being no objections, the Motion was unanimously approved by the following vote: Ayes, Commissioners Sanford, Zuñiga, and President Patsouras – 3; Nays - 0.

Commissioner Alvarez returned to the Meeting after the adoption of Board Report No. 16-092.

16-093

ECHO PARK BOATHOUSE CAFÉ CONCESSION – RESCIND THE 2015 REQUEST FOR PROPOSALS (CON-F15-003); RETAIN THE PROPOSAL DEPOSIT; REISSUE THE REQUEST FOR PROPOSALS

Chief Sustainability Officer Matthew Rudnick presented Board Report No. 16-093 to rescind the Request for Proposals (RFP) for the Echo Park Café Concession; retain the \$5,000.00 Proposal Deposit submitted by the sole responsive bidder, MDDJ Four Square LLC (Four Square) as forfeiture due to Four Square's refusal to negotiate and execute a Concession Agreement with the annual minimum revenue-sharing terms presented in the Pro Forma Statement and Four Square's accepted proposal for the Echo Park Café Concession RFP; and reissue the Echo Park Café Concession RFP with a modification to the term length to a five-year Concession Agreement with one five-year renewal option at the sole discretion of the Department. The Board and Department staff discussed the proposed annual minimum revenue-sharing terms to be included in the reissued Echo Park Café Concession RFP, and the month-to-month arrangement with the current Concessionaire, Square One Dining.

16-094

GRIFFITH PARK – TRAVEL TOWN TRANSPORTATION MUSEUM – AMERICANS WITH DISABILITIES ACT PARKING LOT IMPROVEMENTS (PRJ20892) PROJECT; ALLOCATION OF QUIMBY FEES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3,4) OF THE CITY CEQA GUIDELINES

Meghan Luera, Management Assistant of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-094 for the approval of the scope for the Griffith Park – Travel Town Transportation Museum – Americans With Disabilities Act (ADA) Parking Lot Improvements Project (Project); authorization for the Department's Chief Accounting Employee to transfer \$50,000.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Griffith Park Account No. 89460K-GB for allocation to the Project; and the finding that the Board actions are exempt from the

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California Environmental Quality Act (CEQA). Commissioner Sanford requested that the City Attorney file a CEQA Notice of Exemption for the Project, as well as for any other projects in which the Board approves a CEQA exemption. The Board and Department staff discussed the Department's review process for the facility infrastructure projects that require ADA improvements.

16-095

GRIFFITH PARK CRYSTAL SPRINGS – NEW BASEBALL FIELDS  
(W.O. #E17-0110B) PROJECT – PROPOSED PROJECT  
CHANGES; ADDENDUM TO PREVIOUSLY CERTIFIED  
ENVIRONMENTAL IMPACT REPORT

Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-095 for approval of the proposed changes to the Griffith Park Crystal Springs - New Baseball Fields project (Project) described in the Addendum and City Council Motion adopted on February 2, 2016 referenced as Council File No. 15-0896; approval of the finding that the original Project as analyzed in the previously certified Environmental Impact Report (EIR) is being changed to reduce its environmental impact and to settle a lawsuit, and that, based on substantial evidence in the record as a whole, the Project changes do not require preparation of a subsequent or supplemental EIR because none of the conditions described in the State California Environmental Quality Act (CEQA) Guidelines Section 15162 or Section 15163 apply to this case; and authorization of an Addendum, with the previously certified EIR for the Project, as the CEQA clearance for the approval of proposed Project changes to the previously approved Crystal Springs Baseball Fields Project. The Board, Department staff, City Attorney's Office staff, and Bureau of Engineering staff discussed the status of funding from the Proposition K Competitive Grant Program currently earmarked for the Project, the process and terms of the settlement approved by City Council which is contingent upon the Board's approval of the proposed changes to the Project description, and the estimated total cost to complete the modified Project.

Commissioner Alvarez made the Motion to approve the Recommendations included in Report No. 16-095 with an additional Recommendation as follows:

4. Approving Report No. 16-095 does not commit the Department of Recreation and Parks to any further action, and any further action will require approval by the Board of Recreation and Park Commissioners.

There being no objections, the Motion was unanimously approved.

16-096

LOS ANGELES RIVERFRONT PARK – PHASE II (W.O.  
#E170406F) PROJECT – DIRECTIVE TO WITHHOLD CONTRACT  
PAYMENTS AND REQUEST TO PARTIALLY RELEASE PAYMENT  
ON CONSTRUCTION CONTRACT NO. 3385

Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-096 to direct the Chief Accounting Employee to withhold \$615,878.88 for the Los Angeles Riverfront Park – Phase II Project, as assessed by the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for Construction Contract No. 3385, and release \$115,700.00 per the Directive

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from the OCC for Construction Contract No. 3385. The Board and Department staff discussed the labor compliance monitoring process and database maintained by the OCC.

16-097

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

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Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-097 to direct the Chief Accounting Employee to withhold \$332,327.16 for the 109<sup>th</sup> Street Pool and Bathhouse Replacement Project, as assessed by the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance on Construction Contract No. 3462 for underpayment of prevailing wages and other labor violations.

16-098

CENTRAL RECREATION CENTER POOL AND BATHHOUSE RENOVATION PROJECT (PRJ20251) (W.O. #E1907620) – DIRECTIVE TO WITHHOLD CONTRACT PAYMENTS ON CONSTRUCTION CONTRACT NO. 3513

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Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-098 to direct the Chief Accounting Employee to withhold \$443,600.00 for the Central Recreation Center Pool and Bathhouse Renovation Project (Project), as assessed for labor violations due to non-submittal of payrolls when payroll records are delinquent or inadequate pursuant to the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for Construction Contract No. 3513. The Board and Department staff discussed the status of the Project, and the Department's request to the Bureau of Engineering to establish a pre-qualified list of contractors for large capital improvement projects.

16-099

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

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Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-099 to direct Department staff to withhold the amounts claimed in the following Stop Payment Notice for the Gaffey Street Pool and New Bathhouse Restoration Project, 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.

16-100

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

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Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-100 to accept the Release of Stop Payment Notice on Construction Contract No. 3454 for the Hollywood Recreation Center – Pool & Pool Building Project.

16-101

ALBION RIVERSIDE PARK PROJECT – WATER QUALITY AND  
PARK IMPROVEMENTS (PRJ20647) (W.O. #EW40060F)  
PROJECT – APPROVAL OF FINAL PLANS

Board Report No. 16-101 was continued for consideration at a later date.

16-102

KEN MALLOY HARBOR REGIONAL PARK SYNTHETIC SOCCER  
FIELD (PRJ20761) (W.O. E170384F) PROJECT – APPROVAL O  
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

Board Report No. 16-102 was continued for consideration at a later date.

16-103

VARIOUS DONATIONS TO OPERATIONS BRANCH – EXPO  
CENTER

Belinda Jackson, Executive Director of EXPO Center, presented Board Report No. 16-103 for acceptance of a donation of 125 pairs of shoes by Nike, Inc. with a total estimated value of \$12,500.00; a donation of Los Angeles Lakers athletic gear by the Lakers Youth Foundation with a total estimated value of \$1,000.00; a donation of toys and gift cards by Regalettes, Inc. for the 2015 Winter Holiday Festival; and a donation in the amount of \$200.00 by the Museum of Science, Boston to be used for the purchase of supplies, refreshments, and equipment for the EXPO Center's Computer Clubhouse.

16-104

LAS PALMAS SENIOR CITIZEN CENTER – ACCEPTANCE OF  
DONATION FROM THE MISSION CONTINUES

Sophia Pina-Cortez, Superintendent of Metro Region, presented Board Report No. 16-104 for acceptance of a donation from The Mission Continues, a non-profit organization, of an improvement project at Las Palmas Senior Citizen Center which included replacing benches and an overhead shade structure, building several gardening beds, and painting exterior walls. The total estimated value of the donation amounted to \$8,000.00 in material costs in addition to 800 volunteer hours.



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16-105

AS-NEEDED ALL WEATHER TURF CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS – REQUEST FOR QUALIFICATIONS

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Board Report No. 16-105 was continued for consideration at a later date.

One written communication was submitted as public comment for General Manager's Report No. 16-094. Public comments were invited; however, no other requests for public comment were received for the Board Reports.

President Patsouras requested a Motion to approve the Board Reports as presented, with the exception of Board Report Nos. 16-101, 16-102, and 16-105 which were continued for consideration at a later date; Board Report No. 16-092 which was previously adopted by the Board as presented; and Board Report No. 16-095 which was previously adopted as amended. Commissioner Alvarez moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Sanford seconded the Motion. There being no objections, the Motion was unanimously approved.

GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES – Taken Out of Order

- General Manager Michael Shull reported on Department activities, facilities, and upcoming events. Opening ceremonies for youth baseball and softball programs have been held at various recreation centers throughout the City of Los Angeles. A Pretty in Pink women's empowerment event is scheduled on April 23, 2016 at Jackie Tatum Harvard Recreation Center. The Greenwood Square Park Dedication Ceremony is scheduled on April 26, 2016. The Bellevue Recreation Center Ribbon Cutting Ceremony and a Vermont Gage New Outdoor Fitness Equipment Dedication Ceremony are scheduled on April 30, 2016. The Venice Springtime Ladies Skate Jam Competition is also scheduled on April 30, 2016 at Venice Beach Skate Plaza. The Department's first budget hearing for Fiscal Year 2016-2017 is scheduled on April 27, 2016 with the Budget and Finance Council Committee.
- General Manager Michael Shull reported on the Greek Theatre's Opening Night with a performance by Pepe Aguilar on April 16, 2016.

COMMISSION TASK FORCES

- Commission Task Force on Concessions Report (Commissioners Zuñiga and Culpepper)  
Commissioner Zuñiga reported on the Concessions Task Force Meeting held on April 20, 2016 prior to the Board Meeting.
- 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 April 20, 2016 prior to the Board Meeting.

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PUBLIC COMMENTS

Public comment on matters within the Board's jurisdiction was invited; however, no requests for public comment were received.

FUTURE AGENDA ITEMS

Commissioner Sanford requested that Department staff report back to the Facility Repair and Maintenance Task Force on the schedule of maintenance for fitness equipment at the fitness zones.

NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, May 4, 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 11:05 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
BOARD SECRETARY

BOARD REPORT

NO. 16-106

DATE May 04, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS COMMUNICATIONS



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

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

From

Recommendation

1) Mayor, relative to a proposed Amendment to the Memorandum of Understanding with The Friends of the Observatory.

Referred to staff for further processing.  
(Report No. 15-255)

2) Mayor, relative to a proposed Use Agreement with Miracle League Los Angeles to Operate the Universally Accessible Ball Field at Baldwin Hills Recreation Center.

Referred to staff for further processing.  
(Report No. 16-071)

3) City Clerk, relative to the installation of a wildlife protection fence south of Lake Hollywood Park in Council District Four.

Note and File.

4) City Clerk, relative to a refund of \$53,340 in Quimby fees for property located at 6201 and 6202 West Hollywood Boulevard.

Referred to General Manager.  
(Report No. 16-056)

5) City Clerk, relative to \$433,000 funding for continuation of the Summer Night Lights Program.

Note and File.

BOARD REPORT

PG. 2

NO. 16-106

- 6) City Clerk, relative to a proposed Master Amendment between the Department and seven contractors for as-needed environmental impact analysis services. Referred to staff for further processing. (Report No. 15-263)
- 7) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending April 1, and April 8, 2016. Note and File.
- 8) Los Angeles City Planning Commission, transmitting a Letter of Determination relative to Park Fees. Note and File.
- 9) John L. Reamer, Jr., Inspector of Public Works, reporting on subcontractor substitution for January through March, 2016. Note and File.
- 10) Nathalie Boucher, relative to her research project on five parks of Downtown Los Angeles. Note and File.
- 11) Martin Gonzales, relative to the Senior Golf Card. Referred to General Manager.
- 12) Warren Resources, relative to oil production at the Wilmington Townlot Unit. Note and File. (Lease No. 91)
- 13) Diana Duenas, Chief Executive Officer, Encino Chamber of Commerce, relative to various large events in the Valley and the proposed AngelFest music festival. Referred to General Manager.
- 14) Three Residents, relative to the proposed improvements in Runyon Canyon. Note and File. (Report No. 15-223)
- 15) Steve Pesce, relative to an incident involving his 6-year old son and the tennis concession at Palisades Park. Referred to General Manager.

BOARD REPORT

PG. 3

NO. 16-106

16) Lorayne Helin, relative to the Wattles Mansion Showcase event, with a response from the General Manager.

Note and File.

17) Mark Ryavec, President, Venice Stakeholders Association, relative to using the former Westminster Senior Center to provide storage for the homeless.

Referred to General Manager.

18) Joyce Dillard, relative to Quimby Fees for the Griffith Park Travel Town Museum.

Referred to General Manager.  
(Report No. 16-094)

19) Joyce Dillard, relative to the proposed Albion Riverside Park Project.

Referred to General Manager.  
(Report No. 16-101)

20) Joyce Dillard, responding to the Department response to her communication relative to Report No. 16-070.

Referred to General Manager.

21) Anonymous ("SFV Residents"), relative to the proposed AngelFest event.

Referred to General Manager.

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

**BOARD REPORT**

**NO.** 16-107

**DATE:** May 04, 2016

**C.D.** Various

**BOARD OF RECREATION AND PARKS COMMISSIONERS**

**SUBJECT:** CALIFORNIA DEPARTMENT OF EDUCATION – SUMMER FOOD SERVICE PROGRAM 2015-2016 – AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR SUMMER LUNCH PROGRAM; ACCEPTANCE OF GRANT FUNDS

R. Barajas \_\_\_\_\_  
AP Diaz \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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



  
General Manager

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

RECOMMENDATION

1. Approve the submission of a Summer Food Service Program 2015-2016 (SFSP) grant application to the California Department of Education (CDE) for the Department of Recreation and Parks' (RAP) Summer Lunch Program in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00), subject to Mayor and City Council consideration;
2. Direct staff to transmit a copy of the grant application to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA) and to the City Clerk for Council Committee and City Council approval before accepting and receiving the grant award, pursuant to the Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the SFSP grant award, if awarded, in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00) from the CDE for RAP's Summer Lunch Program, subject to the approval of the Mayor and City Council;
4. Designate the RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project(s); and,
5. Authorize the RAP's Chief Accounting Employee to establish the necessary account within "Recreation and Parks Grant" Fund 205 to accept the SFSP grant, if awarded, in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00) for RAP's Summer Lunch Program.

## BOARD REPORT

PG. 2

NO. 16-107

### SUMMARY

The Summer Food Service Program (SFSP) is a federally funded program administered by the California Department of Education (CDE) that reimburses agencies for providing nutritious meals to children eighteen (18) years of age and younger. The Department of Recreation and Parks (RAP) submits an annual application to the CDE for its Summer Lunch Program. The application for the program was due by April 11, 2016.

RAP has participated in the SFSP since 1975. The program provides free lunches at over 100 parks with RAP summer day camp activities during the summer months when the Los Angeles Unified School District (LAUSD) schools are not in session. All sites are "drop-in" sites where meals are available to all children in the area. A list of sites is attached (Attachment A). Children do not need to apply, meet eligibility requirements, sign up or sign in. The lunches are nutritious and well-balanced meals that must meet Federal meal pattern requirements.

The SFSP currently reimburses RAP at a rate of \$3.685 per lunch, which is calculated based on the number of "first" meals (meals served that do not include leftovers or second servings to the same children) with an allowance for second servings to be claimed. During the 2015 summer season, RAP served 212,581 lunches and was reimbursed Seven Hundred Sixty-Two Thousand, Six Hundred Thirty-Four Dollars and Thirty-Four Cents (\$762,634.34) (based on the 2014-2015 reimbursement rate of \$3.5875). LAUSD's Food Services Division provided the healthy lunches in the summer of 2014 and 2015 under contract and will likely be the provider again this year.

### FISCAL IMPACT STATEMENT

Projected expenses for the Summer Lunch Program for 2016 are approximately Eight Hundred Forty-Three Thousand Dollars (\$843,000.00). The anticipated reimbursement is Eight Hundred Eleven Thousand Dollars (\$811,000.00). As a result, there will be a fiscal impact of approximately Thirty-Two Thousand Dollars (\$32,000.00) to RAP's General Fund.

Prepared by Bertha Calderon, Management Analyst, Metro Region.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM  
FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES  
SUMMER SERVICE DATES: JUNE 13, 2016 - AUGUST 12, 2016

**ATTACHMENT A**

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
1	109th Street Recreation Center	1464 E. 109th Street	90059	15	(323) 566-4561	12:00 pm - 12:45 pm
2	Algin Sutton Recreation Center	8800 S. Hoover Street	90044	8	(323) 753-5808	11:45 am - 12:30 pm
3	Alpine Recreation Center	817 Yale Street	90012	1	(213) 485-5448	12:15 pm - 1:00 pm
4	Andres & Maria Cardenas Rec Ctr	14740 Blythe Street	91402	6	(818) 781-3952	12:15 pm - 1:00 pm
5	Baldwin Hills Recreation Center	5401 Hightlight Place	90016	10	(323) 934-0746	12:15 pm - 1:00 pm
6	Banning Recreation Center	1331 Eubank Street	90744	15	(310) 548-7776	11:30 am - 12:00 pm
7	Bellevue Recreation Center	826 Lucile Avenue	90026	13	(323) 664-2468	11:30 am - 12:15 pm
8	Boyle Heights Sports Center	933 S. Molt Street	90023	14	(323) 264-5136	12:00 pm - 12:30 pm
9	Branford Recreation Center	13306 Branford Street	91331	6	(818) 893-4923	12:30 pm - 1:15 pm
10	Central Park Recreation Center	1357 E. 22nd Street	90011	9	(213) 485-4435	11:45 am - 12:15 pm
11	Chevy Chase Recreation Center	4165 Chevy Chase Drive	90039	13	(818) 550-1453	11:30 am - 12:15 pm
12	Culver-Slauson Recreation Center	5072 S. Slauson Avenue	90230	11	(310) 391-5451	11:30 am - 12:30 pm
13	Cypress Recreation Center	2630 Pepper Avenue	90065	1	(213) 485-5384	12:00 pm - 12:30 pm
14	David M. Gonzales Recreation Center	10943 Herrick Avenue	91331	7	(818) 899-1950	11:30 am - 12:15 pm
15	Delano Recreation Center	15100 Erwin Street	91411	6	(818) 756-8529	12:15 pm - 12:45 pm
16	Denker Recreation Center	1550 W. 35th Place	90018	8	(323) 733-8367	11:30 am - 12:00 pm
17	Downey Recreation Center	1722 N. Spring Street	90031	1	(323) 225-7100	11:30 am - 12:15 pm
18	Eagle Rock Recreation Center	1100 Eagle Vista Drive	90041	14	(323) 257-6948	11:30 am - 12:15 pm
19	Echo Park Recreation Center	1632 Bellevue Ave	90026	13	(213) 250-3578	12:15 am - 1:15 pm
20	El Sereno Recreation Center	4721 Klamath Street	90032	14	(323) 225-3517	12:00 pm - 1:00 pm
21	Elysian Valley Recreation Center	1811 Ripple Street	90039	13	(323) 666-5058	12:15 pm - 1:00 pm
22	Evergreen Recreation Center	2844 E. 2nd Street	90033	14	(323) 262-0397	11:45 pm - 12:15 pm
23	EXPO Center	3980 Bill Robertson Lane	90037	9	(213) 763-0116	11:30 am - 12:30 pm
24	Fernangeles Recreation Center	8851 Laurel Canyon Boulevard	91352	6	(818) 767-4171	12:00 pm - 12:30 pm
25	Fred Roberts Recreation Center	4700 S. Honduras Street	90011	9	(323) 234-8650	11:30 am - 12:00 pm
26	Garcia Recreation Center	1016 S. Fresno Street	90023	14	(323) 265-4755	12:15 pm - 1:00 pm
27	Gilbert Lindsay	429 E. 42nd Place	90011	9	(323) 846-7584	11:30 am - 12:15 pm
28	Glassell Park Recreation Center	3650 Verdugo Road	90065	1	(323) 257-1863	11:30 am - 12:15 pm
29	Green Meadows Recreation Center	431 E. 89th Street	90003	9	(323) 565-4242	12:30 pm - 1:15 pm
30	Hansen Dam Recreation Area	11770 Foothill Boulevard	91342	7	(818) 899-6016	11:30 am - 12:30 pm
31	Harbor City Recreation Center	24901 Frampton Avenue	90710	15	(310) 548-7729	11:30 am - 12:00 pm
32	Hazard Park Recreation Center	2230 Norfolk Street	90033	14	(213) 485-6839	11:30 am - 12:00 pm
33	Highland Park Recreation Center	6150 Piedmont Avenue	90042	1	(213) 847-4875	11:30 am - 12:15 pm
34	Hollenbeck Recreation Center	415 S. Louis Street	90033	14	(323) 261-0113	11:30 am - 12:00 pm
35	Hollywood Recreation Center	1122 Cole Avenue	90038	13	(323) 467-6847	11:30 am - 12:00 pm
36	Hoover Recreation Center	1010 W. 25th Street	90007	8	(213) 749-8896	12:15 pm - 1:00 pm
37	Hubert Humphrey Recreation Center	12560 Fillmore Street	91331	7	(818) 896-6215	12:00 pm - 12:45 pm
38	Imperial Courts Recreation Center	2250 E. 114th Street	90059	15	(323) 564-1834	11:30 am - 12:15 pm
39	Jackie Tatum/Harvard Recreation Center	1535 W. 62nd Street	90047	8	(323) 778-2579	12:15 pm - 1:00 pm
40	Jim Gilliam Recreation Center	4000 S. La Brea Avenue	90008	10	(323) 291-5928	12:00 am - 12:45 pm
41	Julian Dixon	4800 S. Hoover Street	90037	9	(213) 847-4970	12:30 pm - 1:00 pm
42	LACES Recreation Center	5931 West 18th Street	90035	10	(323) 933-8343	12:00 pm - 12:45 pm
43	Lafayette Multipurpose Community Center	625 S. Lafayette Park Place	90057	10	(213) 384-0562	12:00 pm - 12:45 pm
44	Lake Street Recreation Center	227 North Lake Street	90026	13	(213) 207-2196	12:15 pm - 12:45 pm
45	Lake View Terrace Recreation Center	11075 Foothill Boulevard	91342	7	(818) 899-8087	12:00 pm - 12:30 pm
46	Lanark Recreation Center	21816 Lanark Street	91304	3	(818) 883-1503	12:00 pm - 12:30 pm
47	Leland Recreation Center	863 South Herbert Ave	90731	15	(310) 548-7706	12:00 pm - 12:30 pm
48	Lemon Grove Recreation Center	4959 Lemon Grove Avenue	90029	13	(323) 666-4144	11:30 am - 12:15 pm
49	Lincoln Heights Recreation Center	2303 Workman Street	90031	1	(323) 225-2838	11:30 am - 12:00 pm



**CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM**  
**FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES**  
**SUMMER SERVICE DATES: JUNE 13, 2016 - AUGUST 12, 2016**

**ATTACHMENT A**

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
50	Lincoln Park Recreation Center	3501 Valley Boulevard	90031	1	(213) 847-1726	11:30 am - 12:00 pm
51	Loren Miller Recreation Center	2717 Halldale Avenue	90018	8	(323) 734-4386	11:30 am - 12:00 pm
52	Lou Costello Recreation Center	3141 E. Olympic Boulevard	90023	14	(213) 485-9111	11:45 am - 12:30 pm
53	MacArthur Park Community Center	2230 W. 6th Street	90057	1	(213) 368-0520	11:30 am - 12:00 pm
54	Martin Luther King Jr. Therapeutic Center	3916 S. Western Avenue	90062	8	(213) 847-0878	11:30 am - 12:00 pm
55	Mid-Valley Intergenerational MPC	9540 Van Nuys Blvd	91402	6	(818) 893-5360	11:45 am - 12:15 pm
56	Montecito Heights Recreation Center	4545 Homer Street	90031	1	(213) 485-5148	12:15 pm - 1:00 pm
57	Mount Carmel Recreation Center	830 W. 70th Street	90044	8	(323) 789-2756	11:30 am - 12:15 pm
58	Normandale Recreation Center	22400 S. Halldale Avenue	90501	15	(310) 328-3689	11:30 am - 12:00 pm
59	Normandie Recreation Center	1550 S. Normandie Avenue	90006	1	(323) 737-1181	12:15 pm - 1:00 pm
60	North Hollywood Rec. Center	11430 Chandler Boulevard	91601	2	(818) 763-7651	12:00 pm - 12:30 pm
61	Oakwood Recreation Center	767 California Avenue	90291	11	(310) 452-7479	12:00 pm - 12:45 pm
62	Panorama Recreation Center	8600 Hazeltine Avenue	91402	6	(818) 893-3401	12:00 pm - 12:30 pm
63	Pecan Recreation Center	127 S. Pecan Street	90033	14	(323) 262-2736	11:30 am - 12:15 pm
64	Peck Park Recreation Center	560 N. Western Avenue	90732	15	(310) 548-7580	12:00 pm - 12:45 pm
65	Penmar Recreation Center	1341 Lake Street	90291	11	(310) 396-8735	12:00 pm - 12:45 pm
66	Poinsettia Recreation Center	7341 Willoughby Avenue	90046	5	(323) 876-5014	12:15 pm - 12:45 pm
67	Prospect Park	Echandia St & Judson St.	90033	14	(213) 847-4970	12:30 pm - 1:00 pm
68	Queen Anne Recreation Center	1240 West Boulevard	90019	10	(323) 857-1180	12:15 pm - 1:00 pm
69	South Park Recreation Center	345 E. 51st Street	90011	9	(213) 847-6746	12:30 pm - 1:15 pm
70	Ramona Hall Community Center	4580 N. Figueroa Street	90065	1	(323) 276-3021	11:45 am - 12:15 pm
71	Rancho Cienega Sports Complex	5001 Rodeo Road	90016	10	(323) 290-3141	12:00 pm - 12:45 pm
72	Reseda Recreation Center	18411 Victory Boulevard	91335	3	(818) 881-3882	12:00 pm - 12:45 pm
73	Richie Valens Rec. Center	10731 Laurel Canyon Boulevard	91331	7	(818) 834-5172	11:45 am - 12:15 pm
74	Rio De Los Angeles	1900 North San Fernando Road	90065	1	(213) 620-6152	12:30 pm - 1:00 pm
75	Robertson Recreation Center	1641 Preuss Road	90035	5	(310) 278-5383	12:15 pm - 12:45 pm
76	Rose Hill Recreation Center	4530 Mercury Avenue	90032	14	(323) 225-0450	11:30 am - 12:00 pm
77	Rosecrans Recreation Center	840 West 149th Street	90247	15	(310) 327-3653	11:30 am - 12:00 pm
78	Ross Snyder Recreation Center	1501 E. 41st Street	90011	9	(323) 231-3964	11:30 am - 12:15 pm
79	Seoul International Park (Ardmore)	3250 San Marino Street	90006	10	(213) 383-7549	12:00 pm - 12:45 pm
80	Sepulveda Recreation Center	8801 Kester Avenue	91402	6	(818) 893-3700	12:15 pm - 1:00 pm
81	Shatto Recreation Center	3191 W. 4th Street	90020	4	(213) 386-8877	12:15 pm - 1:00 pm
82	Silver Lake Recreation Center	1850 W. Silver Lake Drive	90026	13	(323) 644-3946	12:15 pm - 1:00 pm
83	Slauson Recreation Center	5306 S. Compton Avenue	90011	9	(323) 233-1174	11:30 am - 12:15 pm
84	South Seas House Community Center	2301 West 24th Street <small>(served at S.Pastor)</small>	90018	10	(323) 373-9483	11:30 am - 12:00 pm
85	St. Andrews Recreation Center	8701 Saint Andrews Place	90047	8	(213) 485-1751	12:00 pm - 12:30 pm
86	State St Recreation Center	716 N. State Street	90033	14	(213) 847-2790	11:30 am - 12:00 pm
87	Stonehurst Recreation Center	9901 Dronfield Street	91352	7	(818) 767-0314	11:30 am - 12:00 pm
88	Stoner Recreation Center	1835 Stoner Avenue	90025	11	(310) 479-7200	12:00 pm - 12:45 pm
89	Sun Valley Recreation Center	8133 Vineland Avenue	91352	6	(818) 767-6151	11:30 am - 12:00 pm
90	Sunland Recreation Center	8651 Foothill Boulevard	91040	7	(818) 352-5282	12:00 pm - 12:30 pm
91	Sylmar Park Recreation Center	13109 Borden Avenue	91342	7	(818) 367-5656	12:00 pm - 12:45 pm
92	Toberman Recreation Center	1725 S. Toberman Street	90015	1	(213) 485-6896	11:30 am - 12:00 pm
93	Trinity Recreation Center	2415 Trinity Street	90011	9	(213) 485-4195	11:30 am - 12:00 pm
94	Unidad Park	1644 Beverly Blvd	90026		(213) 847-4970	12:00 pm - 12:45 pm
95	Valley Plaza Recreation Center	12240 Archwood Street	91606	2	(818) 765-5885	11:30 am - 12:00 pm
96	Van Ness Recreation Center	5720 Second Avenue	90043	8	(323) 296-1559	12:00 pm - 12:45 pm
97	Van Nuys Park	14301 Vanowen Street	91605	6	(818) 756-8131	11:30 am - 12:15 pm
98	Victory-Vineland Recreation Center	11117 Victory Boulevard	91606	2	(818) 985-9516	11:30 am - 12:00 pm
99	Vineyard Recreation Center	2942 Vineyard Avenue	90016	10	(323) 732-2469	12:00 pm - 12:30 pm
100	Wabash Recreation Center	2765 Wabash Avenue	90033	14	(323) 262-6534	11:30 am - 12:15 pm
101	Wilmington Recreation Center	325 Neptune Avenue	90744	15	(310) 548-7645	12:00 pm - 12:30 pm
102	Winnetka Recreation Center	8401 Winnetka Avenue	91306	3	(818) 756-7876	11:30 am - 12:15 pm
103	Yosemite Recreation Center	1840 Yosemite Drive	90041	14	(323) 257-1644	11:30 am - 12:15 pm
104	Yucca Park Community Center	6671 Yucca Street	90028	13	(323) 957-6339	11:30 am - 12:00 pm

SITES AND SERVING TIMES ARE SUBJECT TO CHANGE - REVISED 12/10/15

**BOARD REPORT**


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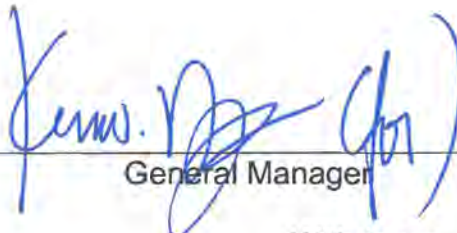
**DATE** May 04, 2016

**C.D.** 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** GRIFFITH PARK PONY RIDE CONCESSION – AWARD OF CONTRACT TO GRIFFITH PARK PONY RIDE, INC.; AUTHORIZATION TO DEVELOP CONCESSION AGREEMENT

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

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

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

RECOMMENDATIONS:

1. Award the Griffith Park Pony Ride Concession to Los Angeles Pony Rides, Inc.; and,
2. Authorize Department of Recreation and Parks (RAP) staff to develop the terms and conditions, including a transition plan, to be included in a Concession Agreement with Los Angeles Pony Rides, Inc. for the Griffith Park Pony Ride Concession for a period of five (5) years with three (3) one (1) year renewal options exercisable at the General Manager’s sole discretion, subject to review and approval by the Board, Mayor and City Attorney as to form.

SUMMARY:

The Griffith Park Pony Ride Concession (Concession) is located at 4400 Crystal Springs Drive, within the Griffith Park area that includes recreational amenities such as hiking trails, horseback riding trails, picnic areas, train rides, and a refreshment stand. The Concession consists of a pergola structure, ticket booth, pony sweep structure, wooden guide rails, corrals, and a metal hay barn. The Concession offers pony rides for children with the appropriate saddlery and tack necessary for the safety of the riders and ponies, a mule or pony-drawn stagecoach ride and a pony sweep ride.

The Concession is currently operated under the terms of Concession Agreement No. 191 (Agreement), which began on June 28, 1979 for a single ten (10) year term and ended on June 28, 1989, between the City of Los Angeles, and Hank William Bronk, (Concessionaire)

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whose family has operated the Concession since 1980. The Agreement has been operated on a month-to-month basis since its expiration in 1989.

### Pony Ride Concession Request for Proposals (RFP) Background

The RFP process for the Concession was initiated in 1993 (Report 139-93). The RFP process resulted in an award approved by the Board in 1997 to the Concessionaire (Report No. 444-97). Unsuccessful contract negotiations between RAP and the Concessionaire, and questions regarding the applicability of the Living Wage Ordinance (LWO) to the proposed Concession Agreement, led to the City Council disapproving the contract award (Council File No. 02-1877).

In 2005, a new RFP for the Griffith Park Pony Ride Concession was released (Report No. 05-174) which resulted in an award by the Board to a proposer other than the Concessionaire (Report No. 05-318). The contract award was then disapproved by the City Council (Council File No. 06-1428).

In 2008, a one (1) year concession agreement with two (2) one-year renewal options with the Concessionaire was approved by the Board along with eight (8) other Griffith Park Concessions due, in part, to the impact of the Los Angeles Department of Water and Power (DWP) River Supply Conduit Improvement Project in Griffith Park (Report No. 08-327). The Concessionaire declined to execute the one (1) year concession agreement due to the rise of personnel costs required by the LWO that would have been applicable with contract execution.

On December 9, 2015, the Board approved the release of a new RFP (Report 15-254). The RFP was released on January 7, 2016 and advertised in the Los Angeles Daily Journal and posted on the Los Angeles Business Assistance Virtual Network. The City Equine Advisory Committee was also made aware of the opportunity. A proposal conference was held on January 27<sup>th</sup>, 2016 and was well attended by seven (7) companies.

Proposals were received on March 15, 2016 from two (2) companies:

- Horse Services, Inc. (HSI)
- Los Angeles Pony Rides, Inc.

It should be noted that RAP did not receive a proposal from the current concessionaire. A review of the two proposals that were received in response to the RFP indicated that one (1) proposal was responsive – Los Angeles Pony Rides, Inc. Horse Services, Inc.'s proposal omitted a required form, City Ethics Commission (CEC) Form 55, (Los Angeles Municipal Code §§ 49.7.35(B)(3)), and so the proposal must be deemed non-responsive. In addition,



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Horse Services, Inc.'s proposal did not include a correctly signed Affidavit. The proposal submitted by Los Angeles Pony Rides, Inc. contained all of the required documents and met all Level I requirements.

With RAP's goals to select an operator with the expertise to successfully renovate and operate the concession, the following criteria were considered:

- Qualifications and experience of proposer applicable to the respective industry
- Proven performance and quality of current comparable operations
- Vision for concession, including business plan and marketing
- Capital improvements in terms of appropriateness and monetary value
- Reasonable, viable financial return to the City in the form of proposed rental terms and capital investment
- Financial viability to operate all aspects of the concession as proposed, as supported by the proposer's pro forma, financial statements, and other financial information.

Staff has performed a detailed evaluation of the Los Angeles Pony Rides, Inc.'s proposal. The proposal met and in some cases exceeded the requirements set in the RFP. The summary, below, provides highlights of Los Angeles Pony Rides, Inc.'s proposal in a few key areas.

**Qualifications:** Mr. Stephen Weeks, owner of Los Angeles Pony Rides, Inc., has twenty-two (22) years of experience in the horse and pony business. For the past six (6) years, he has owned the Traditional Equitation School (TES) and developed a pony ride and lesson program serving children as young as four (4).

**Business and Operational Plan:** Los Angeles Pony Rides, Inc.'s proposal states that it will begin operation of the concession with sixty-five (65) experienced ponies. These ponies and other needed equipment will be acquired through an asset purchase agreement, which was included in the proposal, signed by the current operator of the pony ride concession. Staff believes that this will assist in a smooth transition between the incumbent operator and new operator. In addition to providing pony rides seven (7) days a week, Los Angeles Pony Rides' business plan includes offering several additional services and/or amenities that include: educational classes where children learn how to groom and relate to a pony; pony-assisted non-riding therapy for special needs children and adults; and a program to help veterans find assistance through bonding with a pony. A small themed product sales kiosk for purchase of pony related products, a free petting zoo, and private birthday parties will also be offered.

**Capital Improvements:** Los Angeles Pony Rides, Inc. has proposed to perform the required concession improvements (deferred maintenance) as listed in the Request for Proposal within six (6) months of the execution of the agreement. In addition to the required

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improvements, Los Angeles Pony Rides, Inc. included an optional concession improvement plan in its proposal, which includes remodeling the ticket office, adding a petting zoo, adding a pony sales kiosk, constructing a birthday party pavilion, adding artificial turf for the entire inside the main pony ring and installing a state of the art video security system all to be completed within first one hundred twenty (120) days of operations. Both improvement categories, required and optional, are estimated to cost Eighty-Three Thousand Dollars (\$83,000.00).

**Financial Return to the City:** Los Angeles Pony Rides, Inc.'s proposal included a twenty-five percent (25%) revenue sharing plan with projected gross revenue of One Million Twenty-Six Thousand One Hundred Forty-Four Dollars (\$1,026,144.00) the first year of operation and growing to One Million Ninety-Five Thousand Eight Hundred Forty-Two Dollars (\$1,095,842.00) by year eight (8) of operation. This would provide the City with approximately Two Hundred Fifty Thousand Dollars (\$250,000.00) in rental income per year or Two Million (\$2,000,000.00) in rental income for this concession over the eight (8) year term of the agreement.

### Concession Agreement Development

Upon Board approval, staff will begin to develop the terms and conditions of the Concession agreement with Los Angeles Pony Rides, Inc., consistent with the terms set forth in the RFP. In an effort to minimize any impacts to regular operations of the concession, staff will work with the incumbent concessionaire and Los Angeles Pony Rides, Inc. to support the transition between operators. This transition plan will be included in the concession agreement, as will an appropriate timeline for the optional concession improvements proposed by Los Angeles Pony Rides, Inc.

### ENVIRONMENTAL IMPACT STATEMENT

Staff has not yet performed an environmental review as it relates to the capital improvements that have been proposed in concept as part of the proposal submitted by Los Angeles Pony Rides, Inc. Staff will perform an environmental review, and provide a CEQA determination as part the Board's consideration of a contract award.

### FISCAL IMPACT STATEMENT:

The approval of this recommendation, and the eventual execution of a new agreement for the operation of the Griffith Park pony rides, will have no impact on the Department's General Fund, and will yield additional concessions revenue to RAP.

This Report was prepared by LaTricia Jones, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

**BOARD REPORT**

NO. 16-109

DATE May 04, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AS NEEDED ENVIRONMENTAL HEALTH AND SAFETY SERVICES – AWARD OF CONTRACTS

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

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

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

RECOMMENDATIONS

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake environmental health and safety in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
3. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;
4. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion,



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such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services;

5. Approve the proposed Services Contracts (Contracts), substantially in the form on file in the Board Office, between the City of Los Angeles RAP and the following firms for 1) hazardous materials analysis, surveying, and monitoring category; and/or 2) industrial hygiene services, specifying the terms and conditions for a three (3) year contract, subject to approval of the Mayor and the City Attorney as to form;

### Contractors:

- a) Ambient Environmental, Inc.
  - b) A-Tech Consulting, Inc.
  - c) Integrity environmental Consultants, Inc.
  - d) Ninyo & Moore
6. Approve the selection process for the selection of qualified firms;
  7. Direct the Board Secretary to transmit the Contracts 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 contracts upon receipt of the necessary approvals.

### SUMMARY

RAP requires as-needed environmental health and safety services contracts. Currently, RAP does not have contracts in place to determine if its buildings and other facilities contain asbestos and/or lead-based materials, mold, or other hazardous materials that could expose park patrons and employees to health hazards. Furthermore, RAP does not have contracts in place for oversight and air-monitoring during abatement activities to protect the public and park employees; or for injury and incident investigations, workplace hazard assessments, safety training, and compliance audits.

On September 16, 2015, the Board approved an reissuance of Request for Qualifications (RFQ) for Environmental Health and Safety Services (Report No. 15-210), which was released October 27, 2015. The RFQ allowed responders to submit proposals in one or both of the following two service categories: 1) Hazardous Materials Analysis, Surveying, and Monitoring; and 2) Industrial Hygiene.

The scope of the resulting contracts will include, but are to limited to, comprehensive asbestos and lead surveys; asbestos and lead abatement oversight and monitoring; industrial hygiene assessments for noise, indoor air quality, and mold; health risk assessments; and injury/incident investigations.

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On December 16, 2015, RAP received four proposals in response to the RFQ for Environmental Health and Safety Services as follows:

- 1) Ambient Environmental, Inc.  
1464 Sixth Street  
Norco, CA 92860
- 2) A-Tech Consulting, Inc.  
1748 W. Katella Avenue, Suite 112  
Orange, CA 92867
- 3) Integrity Environmental Consultants, Inc.  
16 Peppertree  
Aliso Viejo, CA 92656
- 4) Ninyo & Moore  
475 Goddard, Suite 200  
Irvine, CA 92618

Responders were required to provide evidence of their qualifications, as indicated by their responses to the five criteria/requests for information, listed immediately below, and were required to meet at least one of the two minimum requirements listed further below:

- 1) Provide a brief (maximum of three [3] pages) statement of the firm's general background information related to conducting environmental health and safety services, including at least ten (10) years of performing hazardous materials analysis, surveying and environmental monitoring work, and/or, industrial hygiene services, the organizational approach and range of services, and other resources that will be used in the performance of the contract work.
- 2) Have an established office(s) within the Southern California area (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura counties). Responder will provide the address of the office location(s) and the name and phone number of the office manager(s);
- 3) Have had no severe violations or citations lodged by Cal/OSHA or other regulatory agencies in the last three (3) years, particularly any involving the suspensions or revocations of professional licenses or registrations;
- 4) Have certified and technical specialists that have current State of California or applicable governing entity certifications, including: Certified Asbestos Consultant and Certified Site Surveillance Technician; Certified Lead Inspector/Assessor, Lead Project Monitor, Lead Project Designer, and Lead Sampling Technician; Certified Mold Consultant; and, Certified Industrial Hygienist and Certified Safety Professional;



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- 5) Submit a list of ten (10) representative projects in the applicable pre-qualification category(ies) completed principally by the company from January 1, 2010 to January 31, 2015. Each project listing must contain the following information for each item: the title, a brief description of the project, the service date, the client name, and a valid contact reference.
- Hazardous Materials Analysis, Surveying, and Monitoring: Five (5) asbestos abatement oversight and air monitoring projects and five (5) comprehensive building surveys for both asbestos-containing and lead-containing projects.
  - Industrial Hygiene: Five (5) industrial hygiene surveys for noise, indoor air quality, and mold and five (5) health risk assessment and injury/incident investigations.

### Results of the RFQ Process

Responses were evaluated solely to determine if each responder met the minimum qualifications as stated in the RFQ Document. The minimum qualifications as set forth determined the responder's knowledge and experience to perform according to the terms and specifications of the resulting contract.

Four (4) firms have submitted responses to the RFQ. Upon reviewing the responses, staff noticed that the Contract Responsibility Ordinance (CRO) Questionnaire attached to the RFQ was the wrong form. There are two CRO Questionnaire forms: CRO Questionnaire for Personnel Service and CRO Questionnaire for Construction. In order to keep the RFQ legal and fair, staff allowed the four responders to complete the correct CRO Questionnaire form and provided an opportunity to sign documents that require their signatures.

The following responders met the minimum qualifications for Hazardous Materials Analysis, Surveying & Monitoring:

1. Ambient Environmental, Inc.
2. Integrity Environmental Consultants, Inc.

The following responders met the minimum qualifications for Industrial Hygiene Services:

1. Ninyo & Moore

The following responder met the minimum qualifications both for Hazardous Materials Analysis, Surveying & Monitoring, and for Industrial Hygiene Services:

1. A-Tech Consulting Inc.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the above listed responders met and/or exceeded the minimum qualifications as set forth in the RFQ.

Once it was determined that the responders had met all of the minimum qualifications, RAP staff verified with the responders' provided references. Questions were posed regarding both the

## BOARD REPORT

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responder's ability to produce a quality product that met all necessary standards in a timely manner, and if the responder was timely and effective in their correspondence with governing agencies. All of the references for the responders who met our minimum qualifications responded favorably to these questions and highly recommended the respective responder. It is recommended that each of the above listed Responders should be selected as a Health and Safety Services contractor, Industrial Hygiene Services contractor, or both, and therefore, be eligible to bid on future RAP projects.

All responders are to complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and to give the subcontractors opportunities to participate in the performance of the City contracts.

We are seeking Board authorization for the Board President and Secretary to execute contracts for each of the four (4) responders, subject to approval by the City Attorney and Mayor's Office. The selected pre-qualified Responders are being recommended to the Board for a three (3) year contract, in an amount not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per contract, per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources including, but not limited to Proposition A, Quimby, Community Development Block Grant (CDBG), and Proposition 84.

### FISCAL IMPACT STATEMENT

Executing these as-needed contracts have no impact on the RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Kai Wong, Management Analyst II, reviewed by Noel Williams, Chief Financial Officer, Finance Division.

**CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS  
 ENVIRONMENTAL HEALTH AND SAFETY SERVICES REBID  
 SUBMITTAL VERIFICATION  
 3/31/2016**

**EXHIBIT A**

Responder Name	Contact Person	Address	Comments
1 Ambient	Timothy Lane	1464 Sixth Street Norco, CA 92860	Responder qualified for: Survey/Monitoring
2 A-Tech Consulting, Inc.	Robert Williams	1748 W. Katella Avenue, Suite 112 Orange, CA 92867	Responder qualified for: Survey/Monitoring and 2) Industrial Hygiene
3 Integrity Environmental Consultants, Inc.	Massoud Rahdari	16 Peppertree Aliso Viejo, CA 92656	Responder qualified for: Survey/Monitoring
4 Ninyo & Moore	David L. Richter	355 South Grand Avenue, Suite 2450 Los Angeles, CA 90071	Responder qualified for: Industrial Hygiene

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
AMBIENT ENVIRONMENTAL, INC.  
FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING  
SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Los Angeles (hereinafter referred to as CITY), a municipal corporation, Department of Recreation and Parks (hereinafter referred to as RAP), acting by and through its Board of Recreation and Park Commissioners, and Ambient Environmental, Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Industrial hygiene Services for RAP; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services; and,

WHEREAS, CITY, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services;

WHEREAS, CITY, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

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

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this Contract are:

CITY - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – Ambient Environmental, Inc., having its principal office located at 1462 Sixth Street, Norco, California 92860.

## 1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 380  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (213) 202-2678  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Timothy Lane, Project Manager  
Ambient Environmental, Inc.  
1464 Sixth Street  
Norco, California 92860

Telephone Number: (951) 272-4730  
Fax Number: (951) 272-4731

## 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

## SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by RAP as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State, and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP's Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos-containing and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing
- D. Post-abatement inspections and monitoring



- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

#### SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

#### SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Environmental Specialist or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

## SECTION 6 - COMPENSATION AND INVOICING

### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

### 6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Paul Davis  
Planning, Construction & Maintenance Branch  
221 N. Figueroa St., Suite 400  
Los Angeles, CA 90012

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 the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

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.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

AMBIENT ENVIRONMENTAL, INC.

By \_\_\_\_\_

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

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

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
A-TECH CONSULTING, INC  
FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING  
AND  
INDUSTRIAL HYGIENE SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and A-Tech Consulting, Inc., hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Hazardous Materials Analysis, Surveying and Monitoring Services and Industrial Hygiene Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring Services Industrial Hygiene Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, pursuant to Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

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

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, 2<sup>nd</sup> Floor, Los Angeles, California 90012.

CONTRACTOR – A-Tech Consulting, Inc., having its principal office located at 1748 W. Katella Avenue, Suite 112, Orange, CA 92867.

## 1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 380  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (213) 202-2678  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Casandra N. Williams, Chief Executive Officer and Chief Financial Officer  
A-Tech Consulting, Inc.  
1748 W. Katella Avenue, Suite 112  
Orange, CA 92867

Telephone Number: (714) 434-6360  
Fax Number: (714) 221-6360

## 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

## SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each



day's operation.

- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos- and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing

- D. Post-abatement inspections and monitoring
- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

Industrial Hygiene Services includes but is not limited to:

- A. Perform Personal Protective Equipment (PPE) hazard assessments
- B. Conduct injury and incident investigations
- C. Develop accident reduction programs
- D. Conduct worker safety trainings
- E. Conduct limited and comprehensive safety or compliance audits
- F. Worker exposure and hazard evaluations
- G. Sample collection, laboratory analysis, and data interpretation
- H. Perform industrial hygiene surveys for physical, biological, or chemical hazards
- I. Perform indoor air quality assessments
- J. Provide oversight, clearance sampling, and air monitoring for mold abatement
- K. Conduct air monitoring services for area and personal samples
- L. Perform positive and negative exposure assessments
- M. Conduct health risk assessments
- N. Clearance monitoring and sampling

O. Prepare hazard communication programs

P. Prepare and submit documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

#### SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

#### SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Environmental Specialist or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Paul Davis  
Planning Construction & Maintenance Branch  
221 N. Figueroa St., 4<sup>th</sup> floor  
Los Angeles, CA 90012

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 the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

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.

## SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

A-TECH CONSULTING, INC

By \_\_\_\_\_

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MIKE FEUER  
City Attorney

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

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

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
INTEGRITY ENVIRONMENTAL CONSULTANTS, INC  
FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING  
SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Integrity Environmental Consultants, Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Hazardous Materials Analysis, Surveying and Monitoring Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and



WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, pursuant to Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

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

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this Contract are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 350, Los Angeles, California, 90012.

CONTRACTOR – Integrity Environmental Consultants, Inc., having its principal office located at 16 Peppertree, Aliso Viejo, CA 92656.

## 1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 380  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (213) 202-2678  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Massoud Rahdari, Principal  
Integrity Environmental Consultants, Inc.  
16 Peppertree  
Aliso Viejo, CA 92656

Telephone Number: (949) 586-1414  
Fax Number: (949) 586-5922

## 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

## SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos- and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing
- D. Post-abatement inspections and monitoring

- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

#### SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

#### SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Environmental Specialist or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

## SECTION 6 - COMPENSATION AND INVOICING

### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

### 6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Paul Davis  
Planning, Construction & Maintenance Branch  
221 N. Figueroa St., 4<sup>th</sup> floor  
Los Angeles, CA 90012

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 the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

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.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

INTEGRITY ENVIRONMENTAL  
CONSULTANTS, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MIKE FEUER  
City Attorney

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

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

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
NINYO & MOORE  
FOR INDUSTRIAL HYGIENE SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Ninyo & Moore, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Industrial hygiene Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Industrial Hygiene Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, pursuant to Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

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

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this Contract are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, 2<sup>nd</sup> Floor, Los Angeles, California 90012.

CONTRACTOR – Ninyo & Moore, having its principal office located at 475 Goddard, Suite 200, Irvine, California 92618.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 380  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (213) 202-2678  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

David Richter, Principal Environmental Scientist  
Ninyo & Moore  
475 Goddard, Suite 200  
Irvine, CA 92618

Telephone Number: (929) 753-7070  
Fax Number: (929) 753-7071

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

## SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of the RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Industrial Hygiene Services includes but is not limited to:

- a. Perform Personal Protective Equipment (PPE) hazard assessments
- b. Conduct injury and incident investigations
- c. Develop accident reduction programs
- d. Conduct worker safety trainings
- e. Conduct limited and comprehensive safety or compliance audits

- f. Worker exposure and hazard evaluations
- g. Sample collection, laboratory analysis, and data interpretation
- h. Perform industrial hygiene surveys for physical, biological, or chemical hazards
- i. Perform indoor air quality assessments
- j. Provide oversight, clearance sampling, and air monitoring for mold abatement
- k. Conduct air monitoring services for area and personal samples
- l. Perform positive and negative exposure assessments
- m. Conduct health risk assessments
- n. Clearance monitoring and sampling
- o. Prepare hazard communication programs
- p. Prepare and submit documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

#### SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

#### SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Environmental Specialist or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.



- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

## SECTION 6 - COMPENSATION AND INVOICING

### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

- 6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

### 6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Paul Davis  
Planning Construction & Maintenance Branch  
221 N. Figueroa St., 4<sup>th</sup> floor  
Los Angeles, CA 90012

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 the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

RAP reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

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.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

NINYO & MOORE

By \_\_\_\_\_

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MIKE FEUER  
City Attorney

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

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

**BOARD REPORT**

NO. 16-110

DATE May 04, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: REIMBURSEMENT OF SALARIES AND RELATED EXPENSES FROM THE MUNICIPAL RECREATION PROGRAM FUND AND GRANT FUND ACCOUNTS - RESOLUTION FOR FISCAL YEAR 2016-2017

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

That the Board adopt a Resolution authorizing the City Controller to reimburse the Department of Recreation and Parks' (RAP) budgetary accounts for salaries and related expenses by transfer of expenditures from the RAP's budgetary accounts to the appropriate RAP Grant Fund accounts, Departmental Capital Improvement accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and RAP Municipal Recreation Program (MRP) Fund for Fiscal Year 2016-2017.

SUMMARY

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

RAP manages many capital improvement projects and grant programs which provide funds for salaries and related expenses. These funds are used to employ personnel who administer these projects. In addition, many of these capital projects are constructed and/or installed by RAP forces. Their salaries and related expenses are paid from RAP's budgetary accounts. It is necessary to transfer these expenditures to the appropriate accounts on a periodic basis so that RAP's budgetary accounts are not overspent. The yearly Resolution will avoid the necessity of many separate Board actions.

BOARD REPORT

PG. 2

NO. 16-110

FISCAL IMPACT STATEMENT

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

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

**BOARD REPORT**

NO. 16-111

DATE May 04, 2016

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: REIMBURSEMENT FOR PETTY CASH, EXPENSES, AND REFUND RESOLUTIONS FOR FISCAL YEAR 2016-2017

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

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

RECOMMENDATION

That the Board adopt the Resolutions enumerated in the Summary of this Report in order to smoothly transition financial operations into the 2016-2017 Fiscal Year.

SUMMARY

The Board of Recreation and Parks Commissioners has the power to control, appropriate and expend all money in the Recreation and Parks Fund pursuant to City of Los Angeles Charter, Sec. 591 (b). In order to provide authorities for certain types of expenditures from the Recreation and Parks Fund, it is necessary that the following Resolutions be adopted for the Fiscal Year ending June 30, 2017.

BE IT RESOLVED, that authority is hereby granted to reimburse the Petty Cash Fund in the Department of Recreation and Parks (RAP) for reimbursements made to staff entitled to the same during the Fiscal Year ending June 30, 2017.

BE IT RESOLVED, that authority is hereby granted to advance to or to reimburse officers and employees of RAP for traveling and personal expenses incurred in connection with their official duties for the Fiscal Year ending June 30, 2017.

BE IT RESOLVED, that authority is hereby granted to reimburse officers and employees of RAP for carfare, telephone, mileage, parking, and transportation expenses incurred in connection with their official duties for the Fiscal Year ending June 30, 2017.

BE IT RESOLVED, that authority is hereby granted to the General Manager of the RAP to make refunds on the Recreation and Parks fund to persons entitled to the same during the Fiscal Year ending June 30, 2017.

BOARD REPORT

PG. 2

NO. 16-111

BE IT RESOLVED, that the General Manager is hereby authorized to incur and to be reimbursed for such miscellaneous work related expenditures as may be necessary in the course of conducting RAP business for taxi fares, parking fees, and other job related expenses in the amount not to exceed Two Thousand Dollars (\$2,000.00) for the Fiscal Year ending June 30, 2017.

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

FISCAL IMPACT STATEMENT

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

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



**BOARD REPORT**

NO. 16-112

DATE May, 04, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TRANSFER OF EXPENDITURES TO BOGDANOVICH TRUST FUND FOR FISCAL YEAR 2016-2017

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

That the Board adopt a Resolution authorizing the City Controller to transfer expenditures for sports and other activities associated with the Martin J. Bogdanovich Recreation Center from Municipal Sports Account, Fund 301, Department 88, to Recreation and Parks, Fund 302, Department 89, Bogdanovich Trust Account 89050K, for Fiscal Year 2016-2017.

SUMMARY

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

FISCAL IMPACT STATEMENT

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

BOARD REPORT

PG. 2

NO. 16-112

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

**BOARD REPORT**

NO. 16-113

DATE May 04, 2016

C.D. \_\_\_\_\_

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TRANSFER OF APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Subject to approval by the Mayor, authorize the transfers of appropriations within Recreation and Parks Fund 302, as follows:

FROM:

Fund 302/88, Account 1010 – Salaries, General	\$4,868,124.00
Fund 302/88, Account 2120 – Printing and Binding	150,000.00
Fund 302/88, Account 3090 – Field Equipment Repair	26,000.00
Fund 302/88, Account 3160 – Maintenance, Materials and Supplies	985,876.00
Fund 302/88, Account 4430 – Uniforms	50,000.00
	<u>\$6,080,000.00</u>

TO:

Fund 302/88, Account 1070 – Salaries, As Needed	\$3,410,000.00
Fund 302/88, Account 1090 – Salaries, Overtime	50,000.00
Fund 302/88, Account 1100 – Salaries, Hiring Hall	50,000.00
Fund 302/88, Account 1120 – Fringe Benefits, Hiring Hall	700,000.00
Fund 302/88, Account 3040 – Contractual Services	567,000.00
Fund 302/89, Account 704H – Deferred Maintenance	1,303,000.00
	<u>\$6,080,000.00</u>

- 2. Authorize the General Manager or his designee to make technical corrections as necessary to those transactions included in this Report to carry out the intent of the transfers as stated in the Summary of this Report.

## BOARD REPORT

PG. 2

NO. 16-113

### SUMMARY

The Department of Recreation and Parks (RAP) anticipates additional appropriations needed in Salaries, As-Needed (Account 1070), Salaries, Overtime (Account 1090), Salaries, Hiring Hall (Account 1100), and Fringe Benefits, Hiring Hall (Account 1120) due to a shortage of full-time employees, fire watches, extreme weather, as well as other unexpected program and event needs. Although RAP has been working hard and aggressively to hire critically needed full-time employees, the shortage in full-time personnel persists as a result of retirements, transfers, promotions, etc. Over the past year, RAP has hired approximately one hundred (100) full-time employees but gained only a net increase of approximately 20.

RAP has also experienced difficulties in filling full-time Park Ranger positions due to the lengthy hiring process as a result of specific requirements, background checking, training, etc. Because of this long hiring period for full-time Park Rangers, RAP has needed additional part-time security services, staff overtime, and contractual services.

RAP expects to process retroactive payment in the amount of approximately Seven Hundred Thousand Dollars (\$700,000.00) to As-Needed Recreation Instructors and Recreation Assistants in accordance with the Memoranda of Understanding (MOU) No. 7 between the City of Los Angeles and Employee Labor Organizations. There may be additional retroactive payments under other MOUs.

RAP expects a shortage in the amount of approximately Five Hundred Thirty-Three Thousand Dollars (\$533,000.00) through the end of the current Fiscal Year (FY) related to the Summer Night Light Program (SNL) fiscal agent functions that are developed by the Mayor's Office as part of the City's Gang Reduction and Youth Development (GRYD) Comprehensive Strategy. The 2016 SNL program will operate for nine (9) weeks, across two (2) FYs from June 29, 2016 through August 26, 2016. The additional funding needed is mostly for paying as-needed GRYD workers. To cover part of this shortage, the City Council approved on April 19, 2016 under File No. 11-0984-S4 the transfer of Four Hundred Thirty-Three Thousand Dollars (\$433,000.00) to RAP's Contractual Services account. This funding needs to be moved to the Salaries, As-Needed account where needed.

The Fringe Benefits, Hiring Hall account has been underfunded. RAP's baseline budget in this account is not sufficient to cover annual costs.

As a result of aforementioned needs, RAP requests additional appropriations to cover the shortages in the following labor accounts throughout the end of the current FY. The funding is made available from the projected savings in Salaries, General (Account 1010) mostly due to the underfill of full-time positions.

- Salaries, As-Needed (Account 1070) - \$3,410,000.00
- Salaries, Overtime (Account 1090) - \$50,000.00
- Salaries, Hiring Hall (Account 1100) - \$50,000.00
- Fringe Benefits, Hiring Hall (Account 1120) - \$700,000.00



## BOARD REPORT

PG. 3

NO. 16-113

Pershing Square - \$1,000,000.00: One Million Dollars (\$1,000,000.00) was transferred earlier this FY from the Pershing Square Security Fund to RAP's General Operating Fund per FY 2015-16 adopted budget in anticipation that the additional Park Rangers in the Metro District would replace the private contractor(s) to provide security services at the Pershing Square. Due to aforementioned lengthy hiring process of the full-time Park Rangers, RAP had to continue the use of contracted private contractor(s) at the facility. Therefore, additional funding in the amount of One Million Dollars (\$1,000,000.00) is needed for the contracted security services at Pershing Square.

RAP expects that additional One Million Three Hundred Three Thousand Dollars (\$1,303,000.00) in Deferred Maintenance (Account 704H) is needed and requests additional appropriations to cover the following charges through the end of the current FY.

Brush Clearance - \$400,000.00: Additional funding in the amount of Four Hundred Thousand Dollars (\$400,000.00) is needed for mandated brush clearance activities throughout the City. These activities have become more expensive due to the increasing number of sites that need clearance, which in turn causes the prices of the brush clearing packages to increase.

Charter Bus Program - \$217,000.00: Additional funding in the amount of Two Hundred Seventeen Thousand Dollars (\$217,000.00) is needed for anticipated Charter Bus expenses from June 1, 2016 through June 30, 2016. These buses are used for transporting children under RAP's various recreational programs such as field trips from Urban Impact and economically disadvantaged recreation centers throughout the City. Buses are also used for camping and aquatic programs.

Citywide Construction - \$200,000.00: Funding in the amount of Two Hundred Thousand Dollars (\$200,000.00) is needed for elevator repairs throughout the City.

Fire, Life & Safety - \$200,000.00: Funding in the amount of Two Hundred Thousand Dollars (\$200,000.00) is needed to fund Fire, Life & Safety related expenses at RAP facilities throughout the City. It is part of RAP's effort in keeping all of its facilities in compliance with the Fire Department regulations that require repairs to the Fire, Life & Safety systems. The systems are required to be tested every two (2) years.

Park Improvements - \$100,000.00: Funding in the amount of One Hundred Thousand Dollars (\$100,000.00) is needed for park improvements at Bishop Canyon, Peck Park and Reseda Park. Improvements to Bishop Canyon include fencing and concrete and debris removal. Concrete repairs at Peck Park and concrete and asphalt repairs at Reseda Park are also needed. These improvements will benefit park visitors. Funding is also needed for environmental testing Department wide.

Point Fermin Lighthouse Paint Project - \$120,000.00: Funding in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) is needed for the paint project at Point Fermin Lighthouse Museum.

## BOARD REPORT

PG. 4

NO. 16-113

San Julian and Gladys Parks - \$66,000.00: Additional funding in the amount of Sixty-Six Thousand Dollars (\$66,000.00) is needed to provide security services at San Julian and Gladys Parks. There is no operating budget for Gladys Park in current FY. RAP has requested One Hundred Fifty-Eight Thousand Dollars (\$158,000.00) in the FY 2016-17 budget proposal as ongoing annual needs for the ground maintenance and security of the park.

Summer Night Lights – (\$433,000.00): As above mentioned shortage related to the SNL fiscal agent function, RAP is receiving Four Hundred Thirty-Three Thousand Dollars (\$433,000.00) in the Contractual Services account that will need to be transferred to the Salaries, As-Needed account.

### FISCAL IMPACT STATEMENT

This transfer between accounts is for budgetary adjustments and has a net zero impact on the Department of Recreation and Parks' General Fund.

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

**BOARD REPORT**

NO. 16-114

DATE May 04, 2016

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER – AUTHORIZATION TO PAY OUTSTANDING INVOICES FOR THE USE OF LOT 1 AT THE EXPO CENTER

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	*N. Williams	<u>None</u>

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

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

**RECOMMENDATIONS**

1. Approve payment of outstanding invoices for use of Lot 1 parking spaces at the EXPO Center; and,
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to encumber and pay an amount not to exceed Sixty-Two Five Hundred Dollars (\$62,500.00) from Fund No. 302, Department No. 88, Appropriation Account No. 003040.
3. Authorize RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of the encumbrance as described in the Summary of this Report.

**SUMMARY**

On March 2, 2016, the Board, through Report No. 16-062, approved the Ground Lease and Operating Agreements with the State of California for the use of State property for access and continued operation of the Soboroff Playfield (hereinafter "Playfield"). As part of the Ground Lease Agreement, RAP is committed to a one-time capital improvement for an expanded parking plan which will mitigate parking on the Playfield. The expanded parking plan will increase City-owned parking to 210 spaces. There was a delay in completing this project due to negotiations, completion of the Board approval process, and requested design changes.

RAP continued to use one hundred (100) parking spaces in Lot 1 at EXPO Center from January 1, 2016 to the present. The charge from the State of California is Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for use of these spaces. Expected completion of the capital improvement project is no later than end of May 2016. At that time, RAP will cease using Lot 1 and no additional expenses will be incurred.

BOARD REPORT

PG. 2 NO. 16-114

FISCAL IMPACT STATEMENT

Staff does not anticipate any additional costs beyond those identified in this Board Report.

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



BOARD REPORT

NO. 16-115

DATE May 04, 2016

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EAGLE ROCK RECREATION CENTER – LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR PARKING SPACE; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1(A), CLASS 1, CATEGORY 14 OF THE CITY OF LOS ANGELES CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<i>CEP</i>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATIONS

1. Approve a proposed License Agreement, Contract No. 9.2167, substantially in the form on file in the Board Office, between the City of Los Angeles, Department of Recreation and Parks (RAP) and Southern California Edison Company (SCE), for the use of a 0.4 acre parcel to serve as additional parking space for the Eagle Rock Recreation Center, subject to the approval of the Mayor and the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed License Agreement to the Mayor in accordance with Executive Directive No. 3 for review and approval, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the General Manager to execute the License Agreement upon receipt of the necessary approvals;
4. Authorize the Chief Accounting Employee to pay the annual rent due beginning August 1, 2016 to SCE from Fund 302, Department 88, Account No. 6030, and every year thereafter until August 1, 2020 per payment schedule in the Summary of this Report; and,
5. Find that the proposed renewal of a License Agreement is categorically exempt from California Environmental Quality Act (CEQA).

BOARD REPORT

PG. 2 NO. 16-115

SUMMARY

Since 1986, RAP has been licensed to use a 0.4-acre parcel owned by SCE for additional parking space at the Eagle Rock Recreation Center, located at 1100 Eagle Vista Drive, Los Angeles, California 90041. The License Agreement has been renewed at five-year intervals, with the latest renewal commencing on August 1, 2011.

RAP received a communication from SCE dated February 10, 2016, containing SCE's proposed License Agreement, Contract No. 9.2167. This proposed License Agreement includes increased annual fees that will total Fourteen Thousand, Three Hundred Sixty Dollars and Four Cents (\$14,360.04) for the next five-year term of the License Agreement and as shown in the following payment schedule:

<b>Term</b>	<b>Yearly Amount</b>	<b>Payment Due</b>
First Year	\$2,704.78	August 1, 2016
Second Year	\$2,785.92	August 1, 2017
Third Year	\$2,869.50	August 1, 2018
Fourth Year	\$2,955.59	August 1, 2019
Fifth Year	\$3,044.25	August 1, 2020

RAP has a continuing need for the use of this property as a parking area for its daily operations at the Eagle Rock Recreation Center. The License Agreement, if approved, will commence on August 1, 2016 and expire on July 31, 2021.

TREE CANOPY AND SHADE

No additional tree canopy or shade will be added, as this will be the renewal of a license for the use of a parcel as a parking area.

ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that the proposed renewal of the License Agreement to use an existing facility involving negligible or no expansion of use is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1(a), Class 1 (14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

The impact to the General Fund will be the annual license fees that are listed in this Report.

This Report was prepared by Ian Kim, Management Analyst II, Planning, Construction and Maintenance Branch.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

L I C E N S E A G R E E M E N T  
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
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12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
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16. FENCING
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22. TAXES, ASSESSMENTS AND LIENS
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31. NON-POSSESSORY INTEREST
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35. ELECTRIC AND MAGNETIC FIELDS
36. INDUCED VOLTAGES

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Licensor/Licensee

37. NOTICES

38. RECORDING

39. COMPLETE AGREEMENT

40. SIGNATURE AUTHORITY

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

Initial (\_\_\_\_)/(\_\_\_\_)  
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Number 5691-017-803, situated in the City of Los Angeles, County of Los Angeles, State of California.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property for parking purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of August, 2016 and ending on the last day of July, 2021. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Two Thousand Seven Hundred Four and 78/100 Dollars (\$2,704.78) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2016	\$2,704.78	August
Second Year	2017	\$2,785.92	August
Third Year	2018	\$2,869.50	August
Fourth Year	2019	\$2,955.59	August
Fifth Year	2020	\$3,044.25	August

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Licensor/Licensee



All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount that was due on the agreed upon date. Licensor shall further be entitled to any other fees associated with collection of the unpaid amounts (including, but not limited to attorney's fees and costs).

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) contain separation of insureds or cross-liability clause, and (iii) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Parking use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 37 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns,

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Licensor/Licensee

will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

<b>Vehicle/ Equipment Vertical Clearance</b>	
500 kV	36 feet
220 kV - 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free

Initial (\_\_\_\_)/(\_\_\_\_)  
Licensor/Licensee

movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allows others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit -dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

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Licensor/Licensee



16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

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25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing, unless otherwise extended by Licensor at the sole and absolute discretion of the Licensor. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensor's consent to either an amendment or a new license, such consent may be withheld in Licensor's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.

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Licensor/Licensee

- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licensor shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

33. Authority: This License Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and local laws and regulations. This License Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor

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should this License Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

35. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including

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Licensors own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

37. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company  
Real Properties Department  
Land Management – Metro Region  
2131 Walnut Grove Avenue  
Rosemead, CA 91770

To Licensee: City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, CA 90012

Business Telephone No. (213) 202-2658

Licensee will immediately notify Licensor of any address change.

38. Recording: Licensee will not record this Agreement.

39. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

40. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

**(this space left intentionally blank)**

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Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By \_\_\_\_\_  
LICENSOR

\_\_\_\_\_  
Date

CHERI MCELROY  
Land Services Agent  
Land Management – Metro Region  
Real Properties Department

CITY OF LOS ANGELES DEPARTMENT OF  
RECREATION AND PARKS

By \_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
Date

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

Initial (\_\_\_\_\_) / (\_\_\_\_\_)  
Licensor / Licensee

**APPENDIX**Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

*(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)*

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles

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Licensor/Licensee



- c. 100 foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved at any time
  - b. Maximum length: 40 feet
  - c. Maximum height: 15 feet
  - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 foot radius around anchors/guy wires, poles and wood poles
  - e. Under or within 10 feet of the conductor "drip lines"

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Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified in accordance with the approved site plan, "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

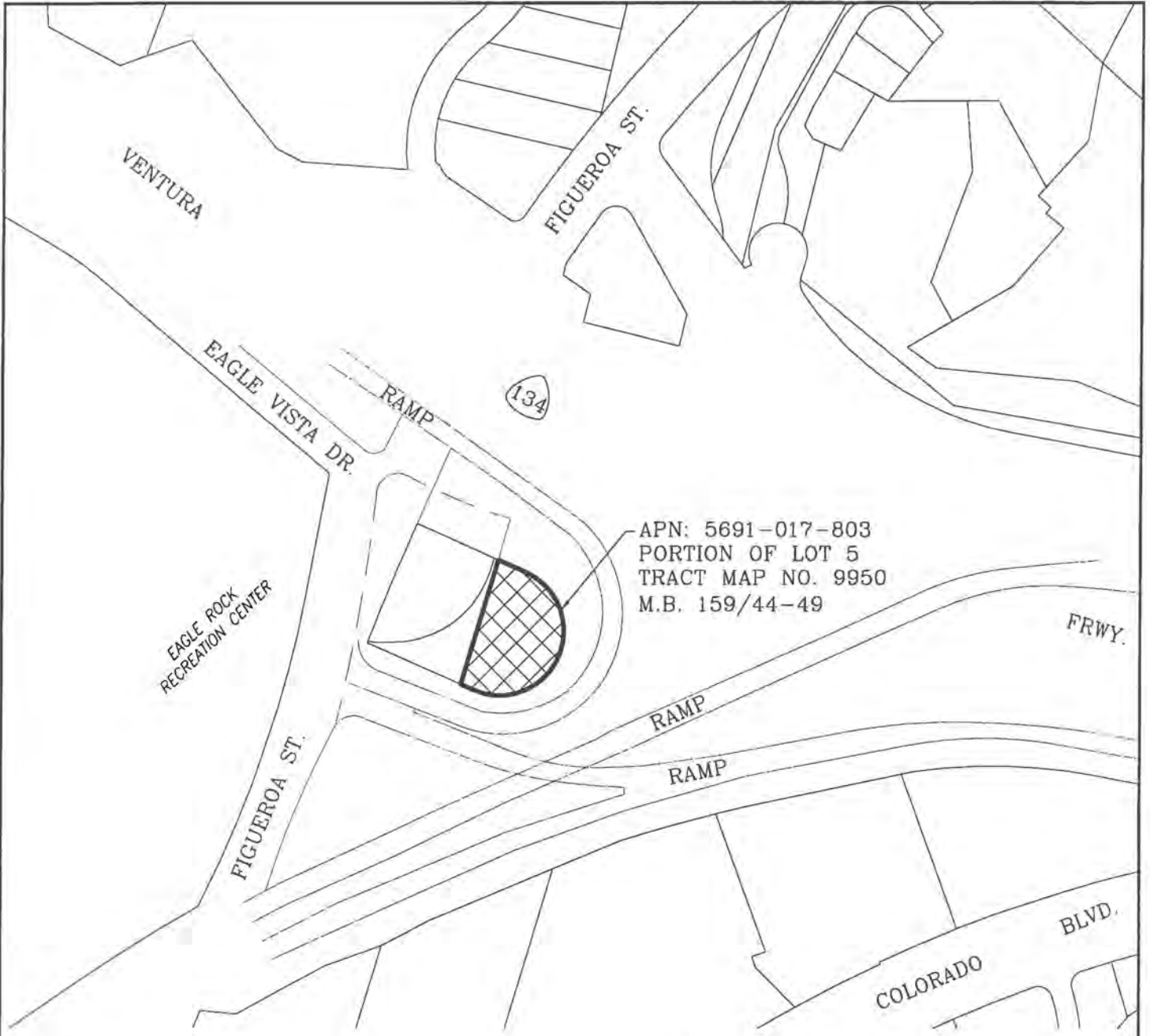
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Licensor/Licensee

ADDENDUM

**PARKING**


- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

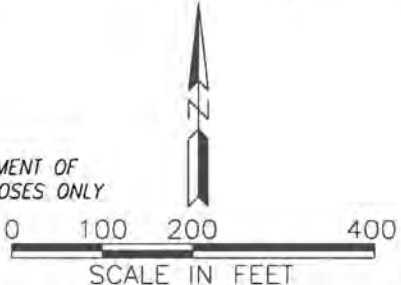
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Licensor/Licensee



APN: 5691-017-803  
 PORTION OF LOT 5  
 TRACT MAP NO. 9950  
 M.B. 159/44-49

**LEGEND**

 LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY  
 AREA BEING LICENSED TO CITY OF LOS ANGELES DEPARTMENT OF  
 RECREATION AND PARKS FOR AUTOMOBILE PARKING PURPOSES ONLY



**EXHIBIT "A"**

FACILITY NAME: EAGLE ROCK-SOUTH 66 KV T/L R/W		LICENSED AREA (GROSS)	SQ.FT.: 18,446	AC.: 0.42
LICENSEE: CITY OF LOS ANGELES PARKS DEPARTMENT OF RECREATION AND PARKS		CONTRACT NO.:	9.2167	ACCOUNT NO.:
CITY: LOS ANGELES	COUNTY: LOS ANGELES	STATE: CA.	T.G.: 565/D5	M.S.: 056-086
APN(S): 5691-017-803		SCE DOCUMENT NO.: 49194/002		
SCE SANDERS MAP: 5107047	SCE FIM: 74-75A, 74-74B	REF: N/A		
R.P. LAND AGENT: C.MCELROY	LANDBASE MAPPING: R.FARZANEH	CHECKED BY: E.HERNANDEZ		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 02/25/2016	FILE NAME: 9.2167.DWG	





Eagle Rock Recreation Center  
1100 Eagle Vista Drive  
Los Angeles, CA 90041





**BOARD REPORT**

NO. 16-116

DATE May 4, 2016

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: 1st AND BROADWAY CIVIC CENTER PARK – NEW PARK DEVELOPMENT (PRJ20781) PROJECT – ALLOCATION OF QUIMBY FEES

*for*

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

*Ramon Barajas for*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Seven Million Eight Hundred Twenty Two Thousand Six Hundred Ninety-Three Dollars and Fifty Cents (\$7,822,693.50) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the 1st and Broadway Account No. 89460K-RX;
2. Approve the allocation of Seven Million Eight Hundred Twenty Two Thousand Six Hundred Ninety Three Dollars and Fifty Cents (\$7,822,693.50) in Quimby Fees from 1st and Broadway Account No. 89460K-RX to the 1<sup>st</sup> and Broadway Civic Center Park – New Park Development (PRJ20781) project (Project) , as described in the Summary of this Report; and,
3. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

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.

## BOARD REPORT

PG. 2 NO. 16-116

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 per unit) which goes into the City's Sites and Facilities Fund.

The Department 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 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 allocated to a project within five (5) years of the collection date.

The 1st and Broadway Civic Center Park is located at 217 West 1st Street, in the Civic Center area of the Downtown Los Angeles area, on an approximately 1.96 acre or 85,377 square feet parcel. Approximately 7,620 City residents live within a one half mile walking distance of 1st and Broadway Civic Center Park. The 1st and Broadway Civic Center Park site formerly was the site of a thirteen (13) story State office building that was constructed in 1931 as part of the Public Works Programs. The State building was occupied until the mid-1970's, and was demolished in 1976 due to seismic damage suffered in the 1971 San Fernando Sylmar earthquake. RAP acquired the 1st and Broadway Civic Center Park site in June 2013.

### Previous Board Actions

The Board of Recreation and Park Commissioners (Board) has approved the allocation of a total of Fourteen Million, Two Hundred Seventy-one Thousand, Three Hundred Sixty-Three Dollars and Sixty-Two Cents (\$14,271,363.62) in Quimby and Zone Change Fees, Quimby and Zone Change Fee Interest, and RAP Capital Park Development B Special Funds for pre-acquisition, acquisition, site preparation, site demolition, and pre-development expenses related to the project. (Report No. 12-264, No. 13-072, and No. 14-085).

Since acquiring the site, the City has spent approximately Ten Million, Nine Hundred Thousand Dollars (\$10,900,000.00) to acquire the site, secure the site and provide on-site security, conduct preliminary investigations, complete remediation and removal of the contaminated soil and standing water in the underground parking structure, demolish and excavate the remnants of the former building, and backfill, grade, and level the site. Currently, there are approximately Three Million Three Hundred Eighty-Eight Thousand Four Hundred Eighty-Eight Dollars

## BOARD REPORT

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(\$3,388,488.00) in unexpended funding remaining from the site acquisition and site development phase of the project.

As previously discussed in Report No 14-085, any allocated project funding remaining after completion of the demolition of the site, backfill, and grading would be set aside for the future development of the 1st and Broadway Civic Center Park. Once the site acquisition and site development phase of the project is complete and all expenses closed out, staff will prepare, for a future Board meeting, a Report to the Board recommending the reallocation of the excess funding from the site acquisition and site development phase of the project for the park design and development phase of the project.

On November 4, 2015, the Board approved the allocation of Three Million Five Hundred Sixty Eight Thousand Four Hundred Fifty Nine Dollars and Sixty Eight Cents (\$3,568,459.68) to the Broadway Civic Center Park – New Park Development (PRJ20781) project (Report No. 15-227).

### Interim Site Uses

The 1st and Broadway Civic Center Park is currently vacant and fenced off and all remnants of the former building have been removed from the site. At this time the site has been made available for temporarily permit or lease for activities and events, such as filming, which generate revenue for RAP.

### Park Design and Development Phase

Four proposed designs from various consultants for 1<sup>st</sup> and Broadway have been submitted as part of a design competition for the site. A series of community meetings have been held and a design consultant team will soon be selected. While sufficient funds are not currently available to fully fund the design and construction of the future park and park improvements, there is, upon approval of this report, sufficient funding available to continue the park design and development phase of the project.

Upon approval of this report, \$7,822,693.50 (Seven Million Eight Hundred Twenty Two Thousand Six Hundred Ninety Three Dollars and Fifty Cents) in Quimby Fees can be transferred from the Quimby Fees Account No. 89460K-00 to the 1st and Broadway Account No. 89460K-RX and allocated to the 1st and Broadway Civic Center Park – New Park Development (PRJ20781) Project. These Quimby Fees were collected within two miles of 1st and Broadway Civic Center Park, which is the standard distance for the allocation of the Quimby Fees for community parks and recreational facilities. The total funding allocation including previous Quimby allocations for the 1st and Broadway Civic Center Park – New Park Development (PRJ20781) Project would be \$11,391,153.18 (Eleven Million Three Hundred Ninety One Thousand One Hundred Fifty Three Dollars and Eighteen Cents).

As discussed previously in this report, this allocation of funds does not meet all estimated costs for the park design and development phase of the project. Staff estimates that future development of the park could cost approximately \$12,000,000 (Twelve Million Dollars) and this allocation of funds represents only a portion of the overall funding required. The development of



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the 1<sup>st</sup> and Broadway Civic Center Park will be a large and complex project. It is anticipated that multiple funding sources, including Quimby Fees, will ultimately be needed in order to implement a project at this site.

ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that California Environmental Quality Act (CEQA) will be addressed when the complete Project scope has been determined.

FISCAL IMPACT STATEMENT

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

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

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction, and Maintenance Branch.

**BOARD REPORT**


NO. 16-117

DATE May 4, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SAN PEDRO PLAZA PARK – EXPANSION BY HARBOR DEPARTMENT;  
ISSUANCE OF RIGHT-OF-ENTRY PERMIT TO HARBOR DEPARTMENT

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

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

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

RECOMMENDATIONS

1. Consider the previously certified Environmental Impact Report (EIR) and Addendum for the Project issued by the Harbor Department, finding that, based on substantial evidence in the record as a whole, the Project will have no significant environmental impacts or the impacts have been mitigated to a level less than significant;
2. Grant preliminary approval for the expansion of San Pedro Plaza Park;
3. Approve the conceptual plan for the proposed San Pedro Plaza Park Expansion Project (Project) on the Department of Recreation and Parks (RAP) property, substantially in the form on file in the Board Office, as described in the Summary of this Report;
4. Authorize staff to issue the necessary Right-of-Entry (ROE) permit to the City of Los Angeles, Harbor Department (LAHD) for park development work for the Project on RAP property; and,
5. Grant preliminary approval for the acquisition of LAHD property for the Project;

SUMMARY

San Pedro Plaza Park (Park) is located at 700 South Beacon Street, San Pedro, California 90731. It is a linear park that is bounded by Beacon Street to the west, Harbor Boulevard to the east, 7<sup>th</sup> Street to the north, and 13<sup>th</sup> Street to the South. The Park is on an elevated bluff overlooking the San Pedro waterfront area (Waterfront). The current Park is composed of two Assessor Parcels two (2) (APN 7455025900, 76,834 square feet (sq ft) and APN 7456011900, 61,389 sq ft, with a total area of 138,223 sq ft. The site map of the current Park is attached as Exhibit A.

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On February 23, 2016, a Request for Bid was released by LAHD for the Sampson Way Roadway Improvements – 7<sup>th</sup> Street and Harbor Boulevard intersection (Improvements Project) (Specification No. 2776). This Improvements Project consists of the construction of a reconfigured intersection at the junction of Harbor Boulevard, Sampson Way and 7<sup>th</sup> Street. The site plans for the Project Improvements are attached as Exhibit B1 and B2.

As part of the Improvements Project, LAHD proposed to expand and enhance the Park to improve usability. More public amenities will be created and accessible routes for persons with disabilities will be established. The routes from the Park to the public spaces of the Waterfront below will be extended. The Park will extend down to the realigned roadway with a gentle slope of three to one (3:1). At the top of the elevated bluff, there will be a terrace plaza with benches for seating and shading from trees. Pedestrian signs will be installed along a lit path and will connect users to and from the Park, Beacon Street, 7th Street, Harbor Blvd, and the Waterfront. A lighted staircase will provide direct access from the top of the bluff to the Waterfront. Planting on the slope and throughout the Park will consist of native plants that are drought tolerant and will be seamless with the concurrent Park project improvements. Rendering of the future Park is attached as Exhibit C.

From the existing row of the Park at 7<sup>th</sup> Street and Harbor Boulevard area (approximately 29,475 sq ft, a terrace of 7,300 sq ft was proposed with an additional area of approximately 37,800 sq ft to be added to the Park. The total Project area will total 74,575 sq ft. LAHD staff determined that the proposed Project would cost approximately One Million, Three Hundred Thousand Dollars (\$1,300,000) (Exhibit D) and LAHD shall be responsible for providing the necessary funding to complete the Project. RAP will be responsible for the maintenance for the Park. The annual cost of maintenance is estimated to be Seventy-Six Thousand, Three Hundred Twenty-Four Dollars (\$76,324.00).

On March 22, 2016, a meeting took place at the Office of Councilmember Joe Buscaino, Fifteenth Council District, for the coordination of the Improvements Project. Councilmember Buscaino supported the Project.

Upon Board approval for the Improvements Project, RAP shall issue a temporary revocable Right-of-Entry permit to LAHD to complete the scope of beneficial improvement at the proposed Project area. Street vacation on Harbor Boulevard between 7<sup>th</sup> and 8<sup>th</sup> Street will take place. Upon completion of the Project, LAHD will transfer Park jurisdiction to RAP and a Report will be submitted to the Board for acceptance of the LAHD property and final acceptance of the improvements.

### OUTREACH

The Improvements Project concept plans took into account the opportunity to build upon the existing Plaza Park with the gathering space and view outlook. On November 18, 2010, a Sampson Way Design Kick-off Meeting took place at Port of Los Angeles High School to outreach and present design to the community. More workshops took place on March 24, 2011 and November 17, 2011. A total of approximately 130 community members attended. The

## BOARD REPORT

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conceptual plans were the result of the outreach/design workshops since the Sampson Way T-Intersection plan expanded Plaza Park.

### TREES AND SHADE

The Improvements Project will have two (2) trees removed on Harbor Boulevard; however, twenty-six (26) new trees will be planted in the Park.

### ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that the actions before the Board to issue a Right-of-Entry permit for construction in Plaza Park and to authorize preliminary acquisition for the property involved in the Sampson Way Roadway Improvements are part of the larger San Pedro Waterfront Project for which an Environmental Impact Report was prepared and certified on September 29, 2009. A Notice of Determination was filed with the Los Angeles County Clerk the next day on September 30, 2009. Subsequently, the Improvements Project was modified and an Addendum to the EIR was prepared and approved by the Harbor Commission finding no substantial evidence of additional significant impacts, or that the severity of known significant impacts be increased by the proposed project. Therefore, no additional environmental analysis or documentation for CEQA compliance is required for Board approvals.

The Addendum also determined that the minor revisions of the Improvements Project to the Harbor Boulevard/7th Street/ Sampson Way intersection would not affect the impact determinations made in the Final EIR and the associated Preliminary Hazardous Materials Assessment in relation to any groundwater and/or soil contamination. Construction of the modified intersection would adhere to mitigation measure GW-2 of the EIR, which outlines a contamination contingency plan if unforeseen soil or groundwater contamination is encountered during construction. Any required remediation would occur in compliance with local, state, and federal regulations and as directed by the LA County Fire Department, Department of Toxic Substance Control, and/or Regional Water Quality Control Board. The Chief Harbor Engineer will certify that all property to be acquired by the Department upon project completion is clean for park purposes, and, therefore, no further due diligence is required at this time.

### FISCAL IMPACT STATEMENT

Funding for this Improvements Project is provided by the City of Los Angeles, Harbor Department. The approval of this Project will not have an impact on RAP's General Fund. RAP staff will apply for maintenance and operations funds for the site at a later time.

This Report was prepared by Felice Chen, Management Analyst II, Planning, Construction and Maintenance Branch.

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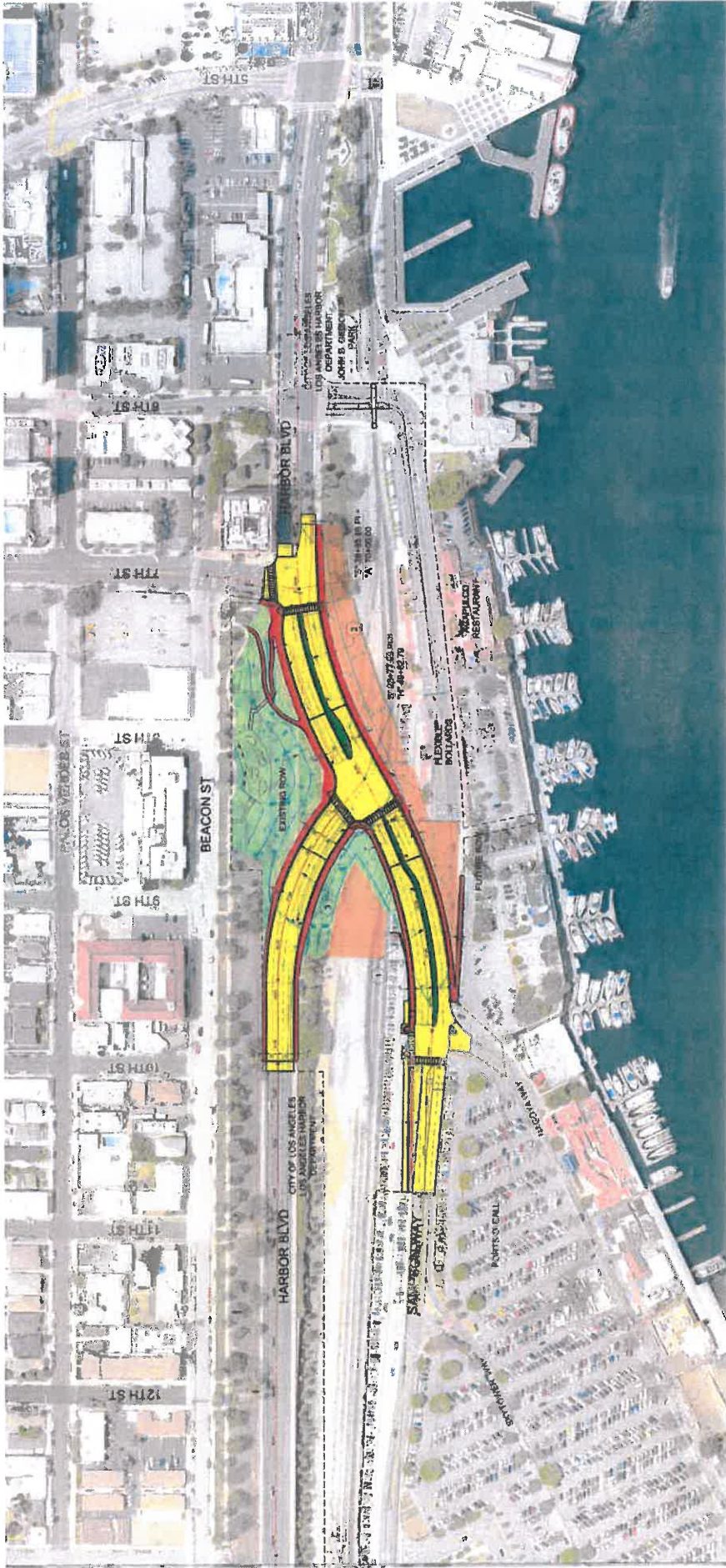
Attachement:

- 1) Exhibit A - Site Map
- 2) Exhibit B1 B-2 – Site Plans for Project Improvements
- 3) Exhibit C – Rendering of Future Park
- 4) Exhibit D – Project Costs



Exhibit A





**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	TANGENT
(1)	450.78'	840.00'	31°25'58"	238.13'
(2)	421.82'	840.00'	28°45'31"	216.36'
(3)	376.50'	550.00'	35°13'16"	198.97'

- LEGEND**
- ROADWAY
  - RETAINING WALL
  - CENTERLINE
  - PROJECT LIMITS
  - LANDSCAPE
  - POTENTIAL RED CAR EASEMENT
  - BOLLARDS
  - GRANDED AREA
  - PRINCE

DATE	BY	SCALE	SHEET NO.	TOTAL SHEETS	PROJECT NO.	DATE	PROJECT NAME
<b>ch2m:</b>			<b>ENGINEERING DIVISION</b>			SAMPSON WAY ROADWAY IMPROVEMENT - 7TH STREET & HARBOR BLVD INTERSECTION	
1000 WILSHIRE BLVD.			SUITE 2100			LOS ANGELES, CA 90017	
PROJECT NO. 1500000000			DATE: DECEMBER 8, 2015			SHEET NO. 13 OF 14	





**PROJECT TEAM**

<b>PROJECT MANAGEMENT:</b>	<b>LOS ANGELES HARBOR DEPARTMENT</b> 425 S. PALMS VERDES STREET SAN PEDRO, CA 90731	<b>GEOTECH:</b>	<b>DIAZ YOURSMAN</b> 1416 EAST 17TH STREET SANTA ANA, CA 92705
<b>CIVIL DESIGNER:</b>	<b>CHIZIM HILL</b> 1000 WILSHIRE BLVD SUITE 2100 LOS ANGELES, CA 90017	<b>LANDSCAPE:</b>	<b>MILA</b> 3700 WILSHIRE BLVD SUITE 200 LOS ANGELES, CA 90010
<b>SURVEY:</b>	<b>LOS ANGELES HARBOR DEPARTMENT</b> 425 S. PALMS VERDES STREET SAN PEDRO, CA 90731	<b>TRAFFIC/LIGHTING:</b>	<b>ABRATTIQUE</b> 3600 WILSHIRE BLVD SUITE 910 LOS ANGELES, CA 90010



<b>CITY OF LOS ANGELES</b> PROJECT NO. 1-3172 DRAWING NO. R-01 SHEET 1 OF 25 SHEETS		ADDRESS: SAMPSON WAY AT HARBOR BLVD 7TH ST & HARBOR BLVD INTERSECTION SAN PEDRO, CA	
PROJECT TITLE: SAMPSON WAY ROADWAY IMPROVEMENTS COVER SHEET		DATE: _____ DATE: _____ DATE: _____	
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS GARY LEE MOORE, P.E. ACCEPTED BY: _____ DATE: _____		CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS GARY LEE MOORE, P.E. DATE: _____	





- EXISTING JACARANDA
- NEW JACARANDA
- MEMORIAL PLAQUE (RAP)
- GARDEN PATHWAY
- STAIRS (7 RISERS)
- PLANTED ISLAND WITH BOULDER SEATING
- DUMOR BENCHES ALONG UPPER EDGE
- STAIRS TO PATHWAY
- ADA PATHWAY
- 55 PAD FOR FUTURE EXERCISE EQUIPMENT
- ACCENT PLANTING CONTINUES PAVING BAND PATTERN
- BARRIER PLANTING AT TERRACE EDGE







**THE PORT OF LOS ANGELES**

Exhibit D

Sampson Way Roadway Improvements - 7th Street and Harbor Boulevard Intersection



**COST ESTIMATE - PLAZA PARK**

April 12, 2016

No.	Description	Unit	Unit Cost	PORT OF LOS ANGELES		CITY OF LOS ANGELES	
				Quantity	Total	Quantity	Total
<b>A. DEMOLITION ITEMS</b>				\$	-	\$	-
<b>B. ROADWAY ITEMS</b>				\$	-	\$	615,585
19	Fill	CY	\$ 15.00			13,000	\$ 195,000
20	Class A Top Soil	CY	\$ 50.00			4,415	\$ 220,767
26	Curb	LF	\$ 22.00			139	\$ 3,058
27	Gutter	LF	\$ 22.00			80	\$ 1,760
34	POLA Waterfront Guide Signs	LS	\$ 41,260.00			1.0	\$ 20,000
35	Plaza Park Lighting	LS	\$ 90,000.00			1.0	\$ 90,000
38	Phase Staging, Traffic Handling & Temporary Traffic Control	LS	\$ 285,000.00			1.0	\$ 85,000
<b>C. LANDSCAPING ITEMS</b>				\$	-	\$	640,505
54	Irrigation	LS	\$ 275,000.00			0.7	\$ 200,000
55	Plant Establishment	SF	\$ 0.20			74,642	\$ 14,928
58	Soil Amendment	SF	\$ 0.20			74,642	\$ 14,928
59	Trees - 24" Box	EA	\$ 450.00			9	\$ 4,050
60	Trees - 36" Box	EA	\$ 1,500.00			6	\$ 9,000
61	Trees - 60" Box	EA	\$ 3,600.00			15	\$ 54,000
63	Shrubs, varies - 5 gal.	EA	\$ 25.00			3,910	\$ 97,750
64	Shrubs, varies - 1 gal.	EA	\$ 10.00			3,058	\$ 30,580
65	Crushed Stone Surfacing (Decomposed Granite)	SF	\$ 6.00			570	\$ 3,420
66	Metal Edge Restraints	LF	\$ 6.00			171	\$ 1,026
67	CIP Concrete - natural grey, eocast (Types A&B)	SF	\$ 15.00			5,735	\$ 86,025
68	CIP Concrete - integral color (Type C)	SF	\$ 12.50			2,899	\$ 36,238
69	CIP Concrete Stairs	LF	\$ 70.00			287	\$ 20,090
70	CIP Concrete curb	LF	\$ 30.00			269	\$ 8,070
71	Boulder seating	EA	\$ 1,700.00			7	\$ 11,900
72	Bench (Dumor - donated by R&P)	EA	\$ 500.00			4	\$ 2,000
73	Trash receptacle (Dumor)	EA	\$ 1,500.00			1	\$ 1,500
74	S.S. hand rail	LF	\$ 250.00			180	\$ 45,000
<b>D. DRAINAGE ITEMS</b>				\$	-	\$	45,337
78	6" PVC Pipe	LF	\$ 40.00			92	\$ 3,680
87	Rock Slope Protection	CY	\$ 198.50			159	\$ 31,562
88	RSP Fabric	SY	\$ 15.00			463	\$ 6,945
91	CB Insert, Kristar Flogard CGB	EA	\$ 1,575.00			2.0	\$ 3,150
						<b>PLAZA PARK TOTAL</b>	<b>\$ 1,300,000</b>

## 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	2/17/16	8/17/16
16-021	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	2/17/16	8/17/16
16-025	Griffith Park – Nursery Improvement (PRJ21006) Project – Allocation of Quimby Fees; Exemption from the California Environmental Quality Act	
3/16/16	4/6/16	8/6/16
16-077	Fence Installation, Maintenance and/or Repairs – Request for Qualifications	
4/20/16	5/4/16	9/4/16
16-101	Albion Riverside Park Project – Water Quality and Park Improvements (PRJ20647) (W.O. #EW40060F) Project – Approval of Final Plans	
4/20/16	5/4/16	9/4/16
16-102	Ken Malloy Harbor Regional Park Synthetic Soccer Field (PRJ20761) (W.O. E170384F) Project – 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	

### BIDS TO BE RECEIVED:

5/10/16 Athletic Surface Inspection, Testing and Related Professional Services

5/24/16 Lincoln Park Recreation Center - Pool and Bathhouse Replacement - Re-Bid (W.O. #E1907715)

### 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\*\*\*