

5. NEXT MEETING:

The next regularly scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, January 9, 2002, at 9:30 a.m., 200 North Main Street, Room 1325, City Hall, Los Angeles, California.

6. 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) 473-5888.

Finalization of Commission Actions: In accordance with City Charter Section 245, actions of the Board of Recreation and Park Commissioners shall become final at the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session.

REPORT OF GENERAL MANAGER

NO. 01-471

DATE December 13, 2001

CD _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTICIPATION IN POST CERTIFICATE PROGRAM

*J. Combs _____ M. Matthews _____
A. Coroaless _____ J. Kolb _____
J. Duggan _____ M. Tamuri _____
H. Fujita _____



Marguerite Matthews
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Review, consider, and approve the proposal for Park Ranger Division participation in the California Peace Officer Standards and Training (P.O.S.T.) certification program, which will (a) provide peace officer Park Rangers with additional training and professional development opportunities, (b) offer a variety of benefits that will improve Division credibility and quality of operations, and (c) reduce Department liability by ensuring compliance with consistent, uniform training standards.
2. Request the City Council to approve the proposal for Park Ranger Division participation in the California Peace Officer Standards and Training (P.O.S.T.) certificate program.
3. As per state requirement, request the City Attorney to prepare an ordinance of the Los Angeles Municipal Code authorizing participation based on the attached sample.

SUMMARY:

In 1959, the California Commission on Peace Officer Standards and Training created P.O.S.T. with the intent of ensuring a standard of quality, integrity, accountability, and cooperation among statewide peace officer organizations and their sworn employees. Although agency participation in the P.O.S.T. Certification Program is voluntary, it has been proven to improve both employee morale, function, and service.

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Over 580 agencies, both armed and unarmed, participate in the P.O.S.T. program, including all peace officer organizations in the City of Los Angeles, except the Park Rangers. There is no cost for agency participation and the training and benefits derived from the program are always free of charge. Benefits include but are not limited to the following features.

- Job-Related Assessment Tools
- Research into Improved Employee Selection Standards
- Management Counseling
- Development of New Training Courses and Use of Technology
- Reimbursement for Training
- Quality Leadership Training Programs
- Award of Professional Certificates for Achievement and Proficiency

As specialized caretakers of safety and security in the Department's 388 citywide park facilities, peace officer Park Rangers are charged with a variety of responsibilities and duties that demand a high degree of professional knowledge, achievement, and proficiency.

Participation in the P.O.S.T. certificate program promises to advance the Division and its employees by providing greater opportunity for staff development, renewing incentive for further accomplishment and recognition, and attracting qualified Park Ranger candidates while retaining trained staff.

Also, due to the professional support and enhancement provided to its members, representatives of both the SEIU Local 347 and LIUNA 777 Labor Unions have expressed favor for the P.O.S.T. certificate program.

This report was prepared by Gary Newton, Chief Park Ranger

SAMPLE ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING SELECTION AND TRAINING REQUIREMENTS FOR PEACE OFFICERS EMPLOYED BY THE CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS, PARK RANGER DIVISION.

- Section 1. The City of Los Angeles declares that it desires the peace officers employed by the Department of Recreation and Parks, Park Ranger Division agency to participate in the Commission on Peace Officer Standards and Training Non-reimbursable Program.
- Section 2. The Park Ranger Division will adhere to the standards for selection and training established by the Commission.
- Section 3. The Commission and its representatives may make such inquiries as deemed appropriate by the Commission to ascertain that the Park Ranger Division peace officer personnel adhere to standards for selection and training established by the commission on Peace Officer Standards and Training.

Adopted by the following called vote:

(Certification)

Signature

REPORT OF GENERAL MANAGER

NO. 01-472

DATE December 13, 2001

CD _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: Filming Donation to Balboa Sports Center

J. Combs _____
*A. Corrales _____
J. Duggan _____
H. Fujita _____

J. Kolb _____
M. Tamun _____
M. Matthews _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board accept the following voluntary donation from Ian Logan Photography made in connection with the use of a Department facility and that appropriate recognition be given to the donor.

SUMMARY:

Ian Logan Photographer, 2804 Ingleside Drive, Hermosa Beach, California, 90254, donated \$200 to Balboa Sports Center for use at the center's discretion.

Prepared by: Cezar Ballardo

REPORT OF GENERAL MANAGER

NO. 01-473

DATE December 13, 2001

CD _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: DONATIONS TO COMMUNITY SERVICES BRANCH

*J. Combs AKC T. Corrales _____
J. Duggan _____ H. Fujita _____
J. Kolb _____ M. Matthews _____
M. Tamuri _____

Margie Matthews
for General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board approve the following donations and that proper recognition be given to the donors:

SUMMARY:

The Community Services Branch recently received the donations listed below:

AQUATIC SECTION

Mr. Garry Llanora and Ms. Rosemarie Llanora, donated \$10 to Roosevelt Pool, towards the COLA USWP.

Ms. Liza Anne Soto, donated \$20 to Roosevelt Pool, towards the COLA USWP.

Mr. Ken Uvons, donated \$20 to Roosevelt Pool, towards the COLA USWP.

GOLF OPERATIONS

Mr. Michael Bernback, Ready Golf Centers, donated golf equipment to assist and support the LA City Junior Golf Program at Sepulveda Golf Complex. Estimated value: \$10,704.98.

Mr. Donald Watanabe and Ms. Karen Mauricio, R&T Food Services, donated lunch for the Junior Golf Banquet at Harbor Park Golf. Estimated Value: \$130.50

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Mr. Jose Carrillo Sr., Jenny Good Peninsula Pontiac, donated prizes for summer end Scramble Tournament and Sportsmanship Awards for Harbor Park Golf. Estimated value: \$385.00

Mr. Robert J. Araiza, Mulligan Family Fun and Golf Practice Center, donated gifts and prizes for all Junior Golf Participants to Harbor Park Golf. Estimated value: \$840.00

This report was prepared by Dacia Gonzalez, Community Services Branch.

REPORT OF GENERAL MANAGER

NO. 01-474

DATE December 13, 2001

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTH HOLLYWOOD RECREATION CENTER - IMPROVEMENTS (#1350A) -
CHANGE ORDER TO CONTRACT NO. 3006

J. Combs _____
A. Corrales _____
J. Duggan _____
J. Kolb _____

H. Fujita _____
M. Tamuri _____
M. Matthews _____

Margie Matthews

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board approve a change order in the amount of \$15,626.77 for addition to Contract No. 3006 for the work outlined in the body of this report.

SUMMARY:

On June 13, 2001, the Board awarded a construction contract in the amount of \$357,000.00 to Landshapes (#1350A) project (Board Report No. 01-211), for the construction of baseball diamond and sports field lighting improvements.

Construction work on this project is 95% complete. Final completion of this project is expected on January 9, 2002. The existing wooden and steel bleachers located at ball diamond number one are old and unserviceable. Many of the seat and foot boards are missing and cannot be replaced due to vandalism of the bleacher frame. The existing bleachers do not comply with current ADA and Building and Safety requirements. Staff recommends that the old bleachers be removed from the project site and new bleachers be installed.

The contractor has submitted a change order proposal in the amount of \$15,626.77 for this extra work. Staff has reviewed the proposal and finds it acceptable.

Funds are available for construction in Fund 43K, Account R345.

Prepared by Ken Burner, Project Manager.

REPORT OF GENERAL MANAGER

NO. 01-475

DATE December 13, 2001

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUSPENSION OF WORK - DENKER RECREATION CENTER - NEW COMMUNITY BUILDING (#1838A); ROSS SNYDER RECREATION CENTER - NEW COMMUNITY BUILDING (#1725B)

J. Combs _____
A. Corpalles _____
J. Duggan _____
J. Kolb _____

H. Fujita _____
*M. Tamuri _____
M. Matthews _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Find that Baltimore Construction, Inc. has failed to maintain a payment bond in accordance with General Condition 54, LOCAL, STATE AND FEDERAL REQUIREMENTS, General Condition 56, CONTRACT BONDS and Instructions to Bidders 8, BONDS FOR THE FAITHFUL PERFORMANCE AND FOR THE PAYMENT OF LABOR, MATERIALS AND SUPPLIES;
2. Suspend the work in accordance with General Provision 51 SUSPENSION AND TERMINATION OF CONTRACT as a result of Baltimore Construction Inc's. inability to secure replacement bond, which is a violation of State law and constitutes a material breach of contract; and
3. Authorize Staff to initiate all means necessary to protect the Work and to deduct the costs of protecting the Work from future payments owing to Baltimore Construction in accordance with General Provision 29 METHODS AND APPLIANCES (c).

DISCUSSION

On June 21, 2000, the Board awarded contracts to Baltimore Construction Inc. for the construction of the Ross Snyder Recreation Center Community Building, (#1725B) project (Board Report No. 00-238), and the Denker Recreation Center Community Building, (#1838A) project, (Board Report No. 00-239).

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The Ross Snyder Community Building is a 11,004 square foot facility consisting of a gymnasium with high school regulation basketball court and volleyball courts, two (2) multi-purpose rooms, kitchen, public restrooms, director's office, ancillary storage and circulation space. Exterior improvements are limited to the restoration of landscape and irrigation disturbed during the construction of the new facility. The progress of the work is at approximately 60%. The original contract value was \$2,203,000.00, and the amount expended to date is \$1,542,417.46. The Department is currently holding \$154,068.94 in retention.

The Denker Community Building is a 12,400 square foot facility consisting of a gymnasium with a high school regulation basketball and volleyball courts, stage, community room, classroom, kitchen, public restrooms, director's office, ancillary storage and circulation space. Exterior improvements are limited to the restoration of landscape and irrigation disturbed in the construction of the new facility. The progress of the work is at approximately 53%. The original contract value was \$2,575,000.00, and the amount expended to date is \$1,286,100.13. The Department is currently holding \$142,900.01 in retention.

BONDING

At the time of the contract award, Baltimore Construction submitted a Contractor's Bond and a Payment Bond for each project, in the full amount of the contract, issued through Amwest Surety Insurance Company. The bond number for the Ross Snyder Community Building is 102011571. The bond number for the Denker Community Building is 102011572.

On June 25, 2001, the Department received letters from Baltimore Construction on both the Denker and Ross Snyder Recreation Center projects stating that they had been informed through their bonding agent that bonding sureties would not supply future bonds to Baltimore Construction as a result of "poor recommendations" from the Department. As a result, Baltimore stated that it had to "cease bidding and bonding future projects". No impact to the Denker or Ross Snyder facilities was indicated in the letters nor in their attachments (letter dated June 18, 2001 from Gallagher Construction Services to Baltimore Construction, Inc.).

In a meeting held shortly after the receipt of the letter by the Department, Mr. Ghafouri, president of Baltimore Construction, informed the contract administrator that its surety, Amwest, had become insolvent and as a result, Baltimore was now dealing with Traveler's Insurance Company. There was no mention in this meeting that the bonds for these two (2) projects were in jeopardy.

On July 21, 2001, the Department received notification from Amwest that the company had been declared insolvent. The Department notified the Board Office, who contacted Baltimore Construction concerning their official bonding status.

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On October 31, 2001, the Department gave Baltimore Construction 24 hours written notice to forward the new bonds to the Department. In a letter dated November 1, 2001, Baltimore replied that they had sent the Department's letter to their bonding agent, Gallagher Construction Services and presented the Department with the following three options:

1. "Consider immediate payment of the change orders and send a satisfactory review to the bonding company reflecting our good and excellent workmanship to enable us to meet bonding requirements and comply with the terms of our contract;
2. Terminate the contract for convenience. Thereafter, parties to finalize the pending change orders; and,
3. Convert the contract to time and materials basis to avoid further losses on both sides. Thereafter, parties to finalize the pending change orders".

Due to Baltimore's failure to provide new bonds within the specified time, the Department ordered the project suspended on November 2, 2001, and directed that Baltimore to "maintain the job site in a safe condition and protect the work" and to cease construction activities until such time as Baltimore delivered replacement bonds satisfactory to the Department.

On November 6, 2001 Mr. Ghafouri met with the contract administrator to discuss project status. No additional new information on the bonds was provided by Baltimore.

In a letter dated November 8, 2001, the Department notified Baltimore that none of the options presented in their November 1, 2001 letter was acceptable. The letter established the final day to present bonds as November 13, 2001, in accordance with Section 56 of the General Provisions, "Should any bond become insufficient, the Contractor shall renew the bond within ten (10) days after receiving notice from the City." The start of the ten (10) day period commenced on October 31, 2001, the date that Baltimore was first notified by the Department.

In a letter dated November 26, 2001, the Department informed Baltimore Construction that bonds had not yet been received and that the perimeter fence construction fence at the Ross Snyder site had been compromised. Furthermore, Baltimore had failed to protect the work and maintain a presence at the sites during the period of suspension and was therefore excluded from both project sites. The letter was sent via facsimile and certified mail to Baltimore Construction. The fax copy was undeliverable. On November 27, 2001 Mr. Ghafouri was notified by telephone of the letter's content and the Department's inability to connect to his fax machine. Mr. Ghafouri stated that he was experiencing problems with his machine and that he could wait until letter was delivered by the US Postal Service. The certified letter sent by the Department was returned by the Postal Service,

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stamped "refused". As a result, the Department initiated action to secure the building sites and store on-site construction material inside the Ross Snyder facility.

In their current state of completion, both facilities are subject to damage resulting from inclement weather. At the Ross Snyder site, there is an urgent need to cover the plywood sheathing on the exterior walls to minimize damage from rain. The Department of General Services has expressed its readiness and ability to provide necessary labor and material as may be necessary to secure the premises, protect the work and provide security. Due to the inability to inform Baltimore of the City's intent to secure the job sites, the City Attorney has advised that the matter should be heard in a Board Meeting.

AUTHORITIES

The Board's authority to suspend the Denker Recreation Center and the Ross Snyder Contracts with Baltimore Construction, Inc. is defined under General Condition 51 SUSPENSION AND TERMINATION OF A CONTRACT (a) and (c);

" The Contract may be canceled or suspended in whole or in part by the Board without liability for damage, when in the Board's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Board's consent.... "

"In determination of the question of whether there has been such noncompliance with the Contract as to warrant the suspension or termination thereof, the decision of the Board will be binding on all parties. "

The Board's authority to take possession of the Work and undertake steps to protect the Work is defined under General Provision 29, METHODS AND APPLIANCES (c) which states:

"...If the Contractor fails to properly provide for public safety, traffic and protection of the Work during periods of suspension, the City may elect to do, and deduct the cost thereof from monies due to the Contractor.... "

Prepared by Armando De La O, Contract Administrator.

REPORT OF GENERAL MANAGER

NO. 01-476

DATE December 13, 2001

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SOUTH SEAS HOUSE (#1842A) - APPROVAL OF FINAL PLANS AND CALL FOR BIDS

J. Combs _____
A. Corballes _____
J. Duggan _____
J. Kolb _____

H. Fujita _____
M. Tamun _____
M. Matthews _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve final plans and specifications; and,
2. Advertise the date for receipt of bids as Tuesday, January 22, 2002, at 3:00 p.m. in the Board Room.

SUMMARY:

Submitted are plans and specifications for the South Seas House (#1842A), located at 2301 West 24th Street, Los Angeles, CA 90018, as prepared by Michele McDonough, Architect.

The proposed construction involves remodeling the existing 2,400 sq. ft. two story residence to a recreation center with multi-purpose room, kitchen, activity rooms, office and bathroom.

The designer's estimate for construction is \$800,000.00. Funds are available for this project in the amount of \$600,000.00 from Proposition A, \$350,000.00 from General Fund - CIEP, \$26,000.00 from CDBG - 25th Year. The construction period for this project has been set at 220 calendar days.

Staff has determined that this project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Article VII, Section 1, Class 1, (3,12,13) and 11 (1,3) of the City CEQA Guidelines.

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

Prepared by William Tseng, Contract Administrator.

REPORT OF GENERAL MANAGER

NO. 01-477


DATE December 13, 2001

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHILDREN'S MUSEUM; AGREEMENT AMENDMENT

G. Lum	_____	J. Duggan	_____
K. Regan	_____	H. Fujita	_____
M. Mariscal	_____	*M. Tamuri	_____
J. Colmbs	_____	M. Mathews	_____
T. Corballe	_____		



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the following proposed revisions to the First Amendment of the Ground Lease and Operating Agreement for the construction, maintenance and operation of a Children's Museum on park property adjacent to the Hansen Dam Recreation Area near the intersection of Foothill Boulevard and Osborne Street previously approved on September 5, 2001 (Board Report No. 01-343):
 - a. Adding default provisions similar to Proposition K grant agreements.
 - b. Requiring the Children's Museum to submit quarterly financial status reports regarding both secured funding and expenditures relating to the Hansen Dam Children's Museum project.
 - c. Extending the deadline for securing the \$7.5 million in Children's Museum funding until June 30, 2003.
 - d. Clarifying the Children's Museum's authority to acknowledge donors by plaques or signs on the premises.
 - e. Changing the bank to City National Bank, or other bank acceptable to the Children's Museum and the Department of Recreation and Parks, subject to compliance with City requirements.

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2. Authorize the General Manager to make the appropriate changes to the Ground Lease and Operating Agreements consistent with the above proposed revisions and subject to the approval of the City Attorney; and,
3. In accordance with Executive Directive No. 16, forward the proposed Amendments to the Mayor, for presentation to the City Council, and concurrently to the City Attorney for review and approval; and,
4. Upon receipt of the necessary, aforementioned approvals, authorize the Board President and Secretary to execute the Amendments.

SUMMARY:

On May 22, 2000, the Board of Recreation and Park Commissioners, through Board Report No. 00-195, approved the relocation of the Children's Museum to an 0.85 acre Department-owned parcel located adjacent to the Hansen Dam Recreation Area near the intersection of Foothill Boulevard and Osborne Street. A 50-year Ground Lease Agreement with the Children's Museum of Los Angeles for use of the site was also approved and subsequently executed on June 28, 2000. In addition, the Board further authorized the General Manager to negotiate and execute an Operating Agreement for the construction, operation, and maintenance of the Children's Museum. The Operating Agreement was executed on June 27, 2001.

Both the City and the Children's Museum of Los Angeles have committed \$10M towards the development of a children's museum at the subject site. Of this amount, the City's contribution is \$2.5M which will come from Prop K funds originally earmarked for the Environmental Awareness Center. The Children's Museum of Los Angeles has committed to providing the balance of \$7.5M. It should be noted that the Children's Museum shall be entitled to the City's \$2.5M of Prop K Funding when it has secured the additional \$7.5M and that the development costs reimbursements will be disbursed at the rate of \$1.00 from the Prop K Funds for every \$3.00 disbursed from the Children's Museum.

On September 5, 2001, the Board of Recreation and Park Commissioners, through Board Report No. 01-343, approved the proposed First Amendment which modifies the provision on financing to make \$1M in Prop K Funds immediately available to the Children's Museum. The Children's Museum indicated that although they have received many pledges from various sources through their fund raising activities, the general economic downturn has created many hardships. As a consequence, the Children's Museum required immediate funds to "cash-flow" their current development costs.

REPORT OF GENERAL MANAGER

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After further consideration and consultations with the City Administrative Officer, the City Attorney, and the office of Councilmember Padilla, it is recommended that further revisions should be incorporated into the First Amendments previously approved. These are as follows:

1. Incorporate default provisions of Proposition K grant agreements.
2. Requiring the Children's Museum to submit quarterly financial status reports regarding both secured funding and expenditures relating to the Hansen Dam Children's Museum project.
3. Extending the deadline for securing the \$7.5 million in Children's Museum funding until June 30, 2003.
4. Clarifying the Children's Museum's authority to acknowledge donors by plaques or signs on the premises.
5. Changing the bank to City National Bank, or other bank acceptable to the Children's Museum and the Department of Recreation and Parks, subject to compliance with City requirements.

Prepared by: Cid Macaraeg, Sr. Management Analyst I, Real Estate and Asset Management Division

REPORT OF GENERAL MANAGER

NO. 01-478

DATE: December 13, 2001

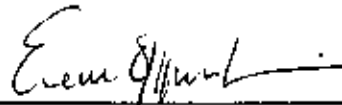
CD 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GREEK THEATRE - REQUEST TO AMEND CONTRACT

J. Combs _____
A. Coroalies _____
J. Duggan* _____
H. Fujita _____

J. Kolb _____
M. Matthews _____
M. Tamuri _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

- 1) That the Board approve revisions to the Greek Theatre Concession Agreement proposed by Nederlander-Greek, Inc.(NGI), as indicated in the body of this report; and,
- 2) That staff be directed to make the Board approved revisions to said agreement and to transmit the revised agreement to the Mayor and the City Attorney for review prior to submission to the City Council for approval.
- 3) That the Board request the City Council to disapprove the version of the agreement previously approved by the Board on November 7, 2001, and to approve the agreement as revised by this action.

SUMMARY

The Board approved a ten-year agreement with NGI for the operation of the Greek Theatre at its meeting of November 7, 2001. Subsequent to the meeting, NGI's legal representative (Adam Burke of Iverson, Yoakum, Papiano, and Hatch) submitted a package of proposed revisions to the Department for consideration. Staff discussed the matter with the City Attorney and was advised that any revisions to the proposed agreement must be approved by the Board.

The majority of the suggested revisions are relatively minor changes to clarify certain provisions or to provide more precise language to further define the responsibilities of the parties. However, two of proposed revisions are substantive, not in the best interests of the City, and cannot be

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recommended for approval.

The following revisions are recommended for approval. Additions are highlighted, removals are in ~~strikeout-type~~. A full version of the revised contract is on file in the Board Office.

- Pg. 2: The CONCESSIONAIRE shall be solely and exclusively responsible for the management, operation, maintenance, and promotion of the facility.
- Pg. 6: CONCESSIONAIRE shall also furnish to CITY, as specified in **SEC. 15 Business Records**, an annual ~~audited~~ statement of gross receipts and expenses for the CONCESSION ~~prepared by a Certified Public Accountant~~.
- Pg. 7: Failure of CONCESSIONAIRE to pay any of the rental payments required herein on time is a breach of this AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary ~~subject to the notice and cure provisions of Section 7 below~~.
- Pg. 8: CONCESSIONAIRE shall use its ~~reasonable and appropriate~~ best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or ~~unduly~~ loud conduct in or about the PREMISES and will call upon the aid of Park Rangers or other peace officers to assist in maintaining peaceful conditions as may be necessary.
- Pg. 8: Each year, the City will invoice CONCESSIONAIRE at the conclusion of the season for the total costs of salary, benefits, overhead, and materials of the Traffic Control Program, which must be paid no later than 12:00 noon on December 31st of that year. ~~Such invoice will be consistent with prior years in scope and CONCESSIONAIRE shall not be responsible for City of Los Angeles Department of Transportation expenses.~~
- Pg. 10: CONCESSIONAIRE shall select and appoint a CONCESSION MANAGER with whom the GENERAL MANAGER may communicate with on a daily basis regarding the CONCESSION. In all cases the CONCESSION MANAGER shall be subject to the approval of the GENERAL MANAGER, ~~which shall not be unreasonably withheld~~.
- Pg. 10: The CONCESSION MANAGER shall devote, as necessary to fully comply with the terms and conditions of this AGREEMENT, his or her time and attention to the operation of the CONCESSION and shall promote, increase and develop the business and render every ~~possible~~ appropriate service and convenience to the

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public.

- Pg. 11: CONCESSIONAIRE shall minimize the paper items (straw covers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from using commercially reasonable best efforts to selling merchandise in non-returnable bottles, and shall not dispense take-out food or beverage items in glass or Styrofoam containers.
- Pg. 11: Ranges of ticket prices, ticket fees and parking fees shall be submitted for approval by the GENERAL MANAGER at least 30 days prior to the start of the season annually. Evaluation of requests for changes to said rates from prior seasons or request for mid-season adjustments shall include consideration of the rates and fees charged for comparable services provided at similar and/or competing establishments and shall take into consideration CONCESSIONAIRE'S need to earn revenues to meet its Gross Revenue Guarantee.
- Pg. 13: CONCESSIONAIRE shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the GENERAL MANAGER in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld.
- Pg. 17: ~~CONCESSIONAIRE shall pay CITY the sum of \$1,000 liquidated damages per day that all capital improvements are not completed provided, however, that the waterproofing of the seating deck need not be completed by this date and will be completed on a time schedule determined by CONCESSIONAIRE and the GENERAL MANAGER.~~
- Pg. 18: Upon approval by GENERAL MANAGER of the detailed plans, specifications, equipment, cost estimates and the interior design and decor of the CONCESSION improvements, CONCESSIONAIRE shall forthwith cause the work called for as approved by said GENERAL MANAGER to be forthwith commenced and completed with reasonable dispatch. No change, addition or alteration shall be made in the scope of the work so approved without first obtaining GENERAL MANAGER's approval in writing. The City reserves the right to disapprove any proposal for modifications which the GENERAL MANAGER reasonably determines is not in the best interests of the City.
- Pg. 20: Allow any sale by auction upon the PREMISES without the prior approval of the General Manager;

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Pg. 27: Notwithstanding the expiration of the Agreement on October 31, ~~2001~~ 2011, the Profit and Loss Statement provisions shall survive the expiration of the Agreement and the final Profit and Loss Statement shall be filed on or prior to December 31, ~~2001~~ 2011. The Profit and Loss Statement shall set forth an expense account entitled "Compensation to Officers" or an account having some similar title. The amount shown opposite this item shall include all salaries or other compensation paid to officers of the CONCESSIONAIRE's corporation, directors, shareholders, any individual owning stock indirectly and other persons employed by CONCESSIONAIRE to manage the operations or supervise CONCESSIONAIRE's employees and members of their respective families where such payment is for services derived from the CONCESSION operations by CONCESSIONAIRE or ~~officers of the CONCESSIONAIRE's corporation, directors, shareholders, any individual owning stock indirectly, and other persons employed by CONCESSIONAIRE to manage the operations or supervise CONCESSIONAIRE's employees and members of their respective families.~~ These salaries or other compensation shall not be indicated in any other expense category.

Pg. 35: CITY shall have the right to terminate this AGREEMENT in its entirety and all rights ensuing therefrom as provided by applicable law or upon giving a ~~thirty (30) day~~ prior written notice to CONCESSIONAIRE and a ~~thirty (30) day period~~ to cure if any one or more of the following events occur:

Pg. 35: The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, ~~fully covered by a surety bond~~, or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with CONCESSIONAIRE's use of the PREMISES or with its operations under this AGREEMENT;

Pg. 37 & 38: In the event this AGREEMENT is terminated by CITY pursuant to ~~this agreement~~, or in the event CITY reenters, regains or resumes possession of the PREMISES ~~pursuant to this agreement~~, all of the obligations of CONCESSIONAIRE hereunder shall survive and shall remain in full force and effect for the full term of this AGREEMENT and, subject to CITY'S obligation to mitigate damages, the amount of the fees and charges shall become due and payable to CITY to the same extent, at the same time and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. CITY may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

The amount of damages for non-payment of amounts due during the period of time subsequent to such termination, reentry, regaining or resumption of possession,

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subject to an offset for any fees and charges received by CITY from a succeeding CONCESSIONAIRE, shall be the greater of:

1. On account of CONCESSIONAIRE's minimum annual fee rent obligation, the cumulative total thereof less the amount paid prior to the effective date of termination; or
2. On account of CONCESSIONAIRE's percentage of annual gross receipts, the appropriate amount if in excess of said minimum annual fee, which gross receipts would have been received by CONCESSIONAIRE during the balance of the term hereof if there had been no termination, reentry, regaining or resumption of possession. For the purpose of calculation hereunder, the amount of gross receipts shall be derived by taking ~~CONCESSIONAIRE's total gross receipts during the month of the Season as defined in Section 8(R) of this Agreement immediately preceding termination, dividing said total by thirty (30) and then multiplying the result by the number of days in the balance of the term hereof determined as the average gross receipts from the Theatre for the same period over the preceding three (3) years.~~

Pg. 39: If the damages as described above in paragraph A, are so extensive as to render the PREMISES or a portion thereof uninhabitable ~~or unusable for concert presentations~~, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by GENERAL MANAGER as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

Pg. 39: In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy or other casualty, or are so damaged that they are uninhabitable ~~or unusable for concert presentations~~ and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored.

Pg. 42: Should Concessionaire or Department, during construction and/or operations be

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delayed, ~~in materially interrupted~~ or prevented, in whole or in part, for a period of fifteen (15) days or more, from performing any obligations or conditions hereunder or from exercising its rights by reason of or as a result of any force majeure, it shall be excused from performing such obligations or conditions during such period of delay, ~~material interruption~~, or prevention. Should either party be delayed, ~~materially interrupted~~ or prevented from performing any obligation or exercising any right hereunder for a period exceeding six (6) months by a force majeure event, the delayed party shall meet and confer with the other party on plans and schedule to resolve delay or commence performance.

If the Department, for any reason outside of its control, cannot deliver possession of the concession premises to the Concessionaire at the commencement of the term of this agreement, Concessionaire shall have the option to terminate the agreement, but Department shall not be liable to Concessionaire for any loss or damage resulting therefrom.

Should national or international events such as terrorism or the threat of terrorism have a material impact on the ability of CONCESSIONAIRE to present concert performances on the premises, CITY and CONCESSIONAIRE shall meet and confer ~~in good faith~~ to review ~~and determine~~ what remedies ~~may be relief or abatement~~ ~~is equitable or appropriate as a result of or response to such events or terrorism~~

The proposed revisions that cannot be recommended for approval are as follows:

Pg. 4: ~~The Annual Minimum Rental Guarantee and Performance Guarantee shall be subject to a pro-rata reduction based upon the number of days in the season (as defined in Section 7(R)) during which CONCESSIONAIRE is unable to present concerts as a result of the construction required by Section 10 below.~~

This is a substantive change that could affect the 2002 and 2003 seasons and was not incorporated in the NGI proposal. Additionally, NGI representatives have expressed the desire to apply these reductions to the 2002 season for causes related to the events of September 11, 2001. This too is not recommended, as there is an applicable force majeure provision in the agreement and the Department has an existing Board approved rent relief policy for concessionaires which address these concerns.

Pg. 17: CONCESSIONAIRE shall use its best efforts to complete all capital improvements on or before April 15, 2003. In the event CONCESSIONAIRE fails to substantially complete all capital improvements on or before June 1, 2003, such that the CONCESSIONAIRE cannot present concerts, CONCESSIONAIRE shall pay

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CITY the sum of \$1,000 liquidated damages per day that all capital improvements are not completed;

This change is not recommended because it limits the obligation of NGI to pay liquidated damages. Liquidated damages are an important motivator to the concessionaire to complete the improvements in a timely manner. Prompt completion of the improvements is an advantage to the concessionaire in increasing revenues and benefits the Department by improving customer satisfaction. Based on NGI's successful completion of major restroom improvements at the Greek Theatre recently, we believe that they should be successful in completing these additional improvements on time.

CITY OF LOS ANGELES
Department of Recreation and Parks

December 13, 2001

To: BOARD OF RECREATION AND PARK COMMISSIONERS
From: ELLEN OPPENHEIM, General Manager *Marjorie Matthews*
Subject: RECENT SHOOTING AT ST. ANDREWS RECREATION CENTER

On Wednesday, November 28, 2001, at approximately 4:15 p.m. Marquese Prude, a 13-year old boy, was shot and killed by two suspected gang members in the lobby of St. Andrews Recreation Center. The victim suffered three gunshot wounds to his upper torso. The Los Angeles Police Department quickly responded to the incident, as did paramedics. However, the victim was pronounced dead at the scene.

Department supervisors and Park Rangers arrived at St. Andrews at approximately 6 p.m. Later in the evening, Channel 7 News arrived, as well as the Coroner's Office. The City's Employee Assistance Program (EAP) was called and arrived around 10 p.m. Staff from EAP followed up the next day to offer counseling to the staff. An additional counselor was on site on Monday, December 3, to provide more support for staff and park patrons, especially the young people.

Marquese was a straight-A student and well liked by all at St. Andrews. He participated in many of the activities at the center and was involved in sports. Marquese was about to join the CLASS Teen program that evening and had just spoken to his mother over the phone from the center.

A candlelight vigil, organized by the victim's family, was held the following Monday evening with about 150 people in attendance, including Councilmember Mark Ridley-Thomas and Department staff. Police Officers and Park Rangers were present at the vigil to monitor the activity and prevent additional incidents from occurring. A funeral was held for Marquese on Wednesday, December 5. Department employees attended the service to represent the Department.

Councilmember Ridley-Thomas organized a community meeting that was held on Thursday, December 6, 2001. This meeting was preceded by a community walk that involved the Mayor, Councilmembers from Council Districts 8, 9, and 10, the District Attorney, the City Attorney, and the Chief of Police. Recreation and Parks Commissioner Chris Hammond and Executive Officer Marjorie Matthews participated in the walk and spoke at the meeting.

The community meeting was several hours in length and consisted of a comprehensive discussion about Police and Ranger patrol, park facility safety, Rec Center staffing, as well as the broader issues of neighborhood safety and gang activities. Councilmember Ridley-Thomas is hosting a follow-up community meeting at St. Andrews on Thursday, December 13, from 6 to 8 p.m.

The Department is extremely disappointed that this assault happened at St. Andrews. This particular park has been noted as one of the safest and most active parks in the area. It has an abundance of sports teams, an after school program, an active Teen Club, and a supportive Park

Advisory Board. In addition, St. Andrews was one of the first CLASS Parks and received extensive clean-up and refurbishment within the last year.

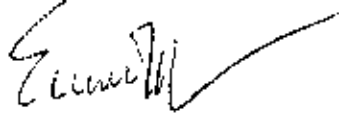
Since the shooting the Department has taken the following steps at St. Andrews:

- Increased Park Ranger patrol at St. Andrews from four times a week to twice a day.
- Provided counselors from Los Angeles County Mental Health for children who may have been affected by the incident. Counselors will also be available to anyone wishing counseling during the December 13 community meeting.
- Installed a video camera at the Rec Center entry and a color monitor in the office.
- Accelerated plans to provide Department employees with specialized training in facility safety, violence prevention, and first aid/CPR
- Made space available for a Police Drop-in desk at the Rec Center

The terrible shooting at St. Andrews has been a traumatic experience for everyone associated with St. Andrews, including our own staff. The Department is making every effort to restore normalcy to the park in the aftermath of this incident. We will continue to work with the Mayor, the City Council, the Board of Commissioners, and Police Department to find the methods and resources necessary to increase security in and around every park in the City of Los Angeles.

Prepared by Charles Chavoor, Recreation Supervisor, Pacific Region and Marjorie Matthews, Executive Officer.

CITY OF LOS ANGELES
Department of Recreation and Parks
December 13, 2001

TO: BOARD OF RECREATION AND PARK COMMISSIONERS
FROM: ELLEN OPPENHEIM, GENERAL MANAGER 
SUBJECT: **HOLLENBECK SKATE PARK**

The Department is currently constructing a skate board park at Hollenbeck Park in the Boyle Heights community of the Griffith-Metro Region.

In the summer of 2001, staff from Council District 14 approached the Department with the idea of building a skate board park at Hollenbeck Park, which would be the first in the Griffith-Metro Region. Over the previous year, Council District 14 staff had spoken with various groups and constituents about the construction of a skate board park in the Boyle Heights Community.

On September 14, 2001, a Park Advisory Board meeting was held at the Center where the idea was discussed as a way to program for the teens in the community. On September 18, 2001, the Los Angeles Police Department, Hollenbeck Division, held a community meeting at Hollenbeck Recreation Center and again discussed the idea with those in attendance. The community supported the idea at both meetings.

In mid October, Council District 14 staff approached the Department to determine whether the Department could convert the existing tennis courts into a skate board park by January 31, 2002, if sufficient funds were secured. After confirming the Department's ability to complete the project, Council District 14 staff worked with the Community Development Department and Mayor's Office for funding and secured a Community Development Block Grant in the amount of \$250,000. In early November, the City Council voted to approve the project, and construction started approximately November 19, 2001.

To date, 70% of the construction (fencing, concrete, and electrical) is complete. The skate boarding elements are on order and slated to be installed by January 15, 2002. The work is being done by the Department's City-wide Construction staff and by City vendors.

This report was prepared by Mark Mariscal, Superintendent, Griffith-Metro Region.