

FINAL AGENDA

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

Wednesday, September 19, 2001 - 3:00 p.m.
David M. Gonzales/Pacoima Recreation Center
10943 Herrick Avenue
Pacoima, CA 91331

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD DESIGNATED AT THE BEGINNING OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES. AT THE END OF THE MEETING, "PUBLIC COMMENTS" WILL AGAIN BE CALLED TO ACCOMMODATE LATECOMERS.

1. PUBLIC COMMENTS:

Any comments which require a response or report by staff will be automatically referred to staff for a report at some subsequent meeting.

2. APPROVAL OF THE MINUTES:

Approval of the Minutes of the Regular and Special Meetings of September 5, 2001.

3. GENERAL MANAGER'S REPORTS:

- 01-347 Pan Pacific Park Recreation Center - New Community Building and Improvements (#1710B) - Extra Services to Design Contract No. 2591
- 01-348 Pan Pacific Park Recreation Center - New Community Building and Improvements (#1710B) - Change Order to Contract No. 2949
- 01-349 Barnsdall Park - Phase I Master Plan Implementation (#1026C) - Contract No. 2995 - Approval of Change Orders
- 01-350 South Weddington Park: Approval of Real Property Exchange with the Metropolitan Transportation Authority and Approval of Installation of Perimeter Wall
- 01-351 Agreement with American Youth Soccer Organization (AYSO) for Use of the Field of Dreams at the Former Gaffey Street Landfill
- 01-352 Baldwin Hills Recreation Center: Approval of Revised Joint Use Agreement with the Los Angeles Unified School District for Shared Use of a Portion of the Baldwin Hills Recreation Center and the Baldwin Hills Elementary School Driveway

F I N A L A G E N D A

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

Wednesday, September 19, 2001 - 3:00 p.m.
Cabrillo Marine Aquarium
3720 Stephen White Drive
San Pedro, CA 90731

NRONG

PURSUANT TO COMMISSION POLICY, ~~COMMENTS BY THE PUBLIC~~ ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD DESIGNATED AT THE BEGINNING OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES. AT THE END OF THE MEETING, "PUBLIC COMMENTS" WILL AGAIN BE CALLED TO ACCOMMODATE LATECOMERS.

1. PUBLIC COMMENTS:

Any comments which require a response or report by staff will be automatically referred to staff for a report at some subsequent meeting.

2. APPROVAL OF THE MINUTES:

Approval of the Minutes of the Regular and Special Meetings of September 5, 2001.

3. GENERAL MANAGER'S REPORTS:

- 01-347 Pan Pacific Park Recreation Center - New Community Building and Improvements (#1710B) - Extra Services to Design Contract No. 2591
- 01-348 Pan Pacific Park Recreation Center - New Community Building and Improvements (#1710B) - Change Order to Contract No. 2949
- 01-349 Barnsdall Park - Phase I Master Plan Implementation (#1026C) - Contract No. 2995 - Approval of Change Orders
- 01-350 South Weddington Park: Approval of Real Property Exchange with the Metropolitan Transportation Authority and Approval of Installation of Perimeter Wall
- 01-351 Agreement with American Youth Soccer Organization (AYSO) for Use of the Field of Dreams at the Former Gaffey Street Landfill
- 01-352 Baldwin Hills Recreation Center: Approval of Revised Joint Use Agreement with the Los Angeles Unified School District for Shared Use of a Portion of the Baldwin Hills Recreation Center and the Baldwin Hills Elementary School Driveway

01-353 Acceptance of Stop Notice(s) and Release(s) of Stop Notice(s)

01-354 Various Communications

01-355 Donations to Pacific Region

4. UNFINISHED BUSINESS:

5. ORAL REPORTS FROM COMMISSION TASK FORCE MEMBERS:

Report by Commissioners on the Status of Various Commission Task Force Projects.

6. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities.

7. FUTURE AGENDA ITEMS:

Request by Commissioners to Schedule Specific Items on Future Agendas.

8. PUBLIC COMMENTS:

Any comments which require a response or report by staff will be automatically referred to staff for a report at some subsequent meeting.

9. NEXT MEETING:

The next regularly scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, October 3, 2001 at 9:30 a.m., City Hall, 200 North Main Street, Room 1325, Los Angeles, California 90012.

10. ADJOURNMENT:

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

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional 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. 01-347

DATE September 19, 2001

C.D. 04

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK RECREATION CENTER - NEW COMMUNITY BUILDING AND IMPROVEMENTS (#1710B) - EXTRA SERVICES TO DESIGN CONTRACT NO. 2591

J. Duggan JD
A. Corrales _____
J. Kolb _____
M. Matthews _____

H. Fujita _____
*M. Tamuri _____
J. Combs _____

Ernesto Sanchez
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board approve extra services to be paid to (Architect) Jeffrey M. Kalban & Associates, Architecture, Inc. in the amount of \$22,460.00 in accordance with Articles II and VI of Design Contract No. 2591.

SUMMARY:

On May 4, 1994, the Board executed a contract with Jeffrey M. Kalban & Associates, Architecture, Inc. for the design of the West Wilshire Recreation Center - Senior Citizen Building (#1731C). On June 17, 1998, the contract was amended (Amendment No.1) extending the term of the contract by three (3) years, expanding the scope of the project to include the Pan Pacific Park Recreation Center New Community Building & Improvements (#1710B) project.

The Pan Pacific Park project consists of a 23,796 square foot double gymnasium and recreation center, with a stage and three classrooms, parking for 190 automobiles, a new tot lot, a new baseball field, a new multipurpose field and two outdoor basketball courts on the former site of Pan Pacific Auditorium. Other improvements include refurbishing and repairing the existing irrigation system in the basin area, improving and replacing existing walkways in the park and creating a 75-foot wide landscape buffer zone along the rear of the adjoining residential properties.

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-347

During the early stage of construction, excavation for the building pad and removal of the existing parking lot exposed a sizable amount of crude impacted soil and contaminated material that was eventually exported for off-site remediation. Several stockpiles of unsuitable material not considered contaminated was left on site. To make well use of the left material, the Architect was instructed to modify the grading design to keep the unsuitable soil on site instead of exporting. The decision to keep the material on the modified site saved the City approximately \$420,000.00. The Architect performed other extra design services resulting from contaminated soil's presence in the site. Jeffrey M. Kalban & Associates, Architecture, Inc. submitted three requests for additional services. The total of all three requests was \$22,460.00. Staff has reviewed the requests and found them to be consistent with the level of extra services requested

Funds are available in Fund No. 302, Account No. 927PS.

Prepared by Fred O. David, Project Manager.

REPORT OF GENERAL MANAGER

NO. 01-348

DATE September 19, 2001

C.D. 04

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK RECREATION CENTER - NEW COMMUNITY BUILDING
AND IMPROVEMENTS (#1710B) - CHANGE ORDER TO CONTRACT NO. 2949

J. Duggan *JD*
A. Corrales _____
J. Kolb _____
M. Matthews _____

H. Fujita _____
*M. Tamuri *MT*
J. Combs _____

E. G. ...

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board approve a change order in the amount not-to-exceed \$12,123.66 for addition to Contract No. 2949 for the work outlined in the body of this report.

SUMMARY:

On May 3, 2000, the Board awarded a construction contract in the amount of \$5,546,000.00 to Pinner Construction Company, Inc. (Board Report No. 00-157), for the construction of Pan Pacific Park Recreation Center - New Community Building and Site Improvements (#1710B).

Construction work on this project is 83% complete. Final completion of this project is expected by October 28, 2001. Pan Pacific Park used to be an oil field. To protect the building from methane gas build up under the ground, a protective measure was designed to free the gas from underneath. A bath tub membrane under the building pad was installed, with ventilation system leading away to the building exterior. A vent pipe rises above the ground, away from the building, to air out any methane present under the building. The bath tub membrane extended approximately 6'-0" outside the building perimeter.

A series of eleven (11) palm trees line up the edge of the parking lot parallel to the building serpentine wall. The palm trees are important elements in the design of the building and the park, simulating the old Pan Pacific Auditorium. At the north west exterior of the serpentine wall, the methane membrane extended more, which affected the location of three (3) palm trees along the parking lot. In order to plant the palm trees through the methane membrane, cutting and patching of the membrane has to be done to accommodate the planting. Additional barrier for roots was designed to protect the membrane. The contractor submitted a proposal on a time and material basis not-to-exceed \$12,123.66. Department staff reviewed the proposal and finds it acceptable.

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-348

All time and material work is being done under the supervision of the Bureau of Contract Administration (BCA) resident inspector, following Bureau policy for timekeeping of extra work. A report of all labor and material used in the execution of the extra work will be generated by the BCA inspector using the Bureau's standard form, Daily Report for Cost Plus Changes. This form will then be used by the contractor to establish extra costs and by staff to substantiate the contractor's claim for additional compensation relating to the authorized extra work.

Funds are available for construction in Fund 302, Account 927PS.

Prepared by Fred O. David, Project Manager.

REPORT OF GENERAL MANAGER

NO. 01-349

DATE September 19, 2001

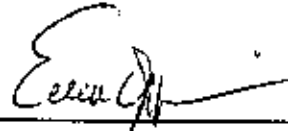
C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BARNSDALL PARK - PHASE I MASTER PLAN IMPLEMENTATION (#1026C) -
CONTRACT NO. 2995 - APPROVAL OF CHANGE ORDERS

J. Combs _____
A. Corneilles _____
J. Duggan JLD
J. Kolb _____

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



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board approve two (2) change orders in the amounts of \$12,871.13 and \$78,742.00 to construction Contract No. 2995, for the work outlined in the body of this report.

SUMMARY:

The Board awarded a construction contract to Mallercraft, Inc., in the amount of \$9,903,750.00 on May 16, 2001, (Board Report No. 115-01). Construction began on the project in July 2001. Construction is scheduled to be complete in one (1) year, in July 2002. The project scope provides for the grading, drainage, paving, historic and other site lighting, seismic and ADA work in the seven (7) buildings, related improvements to the historic buildings on the site and new landscape and irrigation over a significant portion of the site.

Construction on the seismic improvements began as soon as possible after the contract was approved in order to meet funding deadlines imposed on the Community Development Block Grants Funds (CDBG). It was immediately discovered that the removal, cleaning and reinstallation of a portion of the frieze units around the parapet of the building were not shown on the plan to be included in the contract work. It is critical that this work be done at the same time as the remainder of the frieze units in order to make the seismic repairs and complete the restorative work all at the same time to assure the same quality throughout the parapet frieze work. The contractor has provided a change order to complete the work at the same time as the contract work, the estimate is for \$78,742.00. The contractor has provided a breakdown for the work in keeping with the contract prices.

As a part of the contract the Department is moving two (2) pieces of art from the City's collection installed in the park in order to complete the grading and other construction within the park. One of the pieces, "Totem" is a ceramic obelisk. The plans for the original installation indicated that there was a foundation and steel supports inside the piece. Site investigation during the design phase was

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-349

inconclusive regarding the actual construction and installation of the piece. When construction began and some investigative demolition could be performed around the piece to gain access to the interior of the piece it was immediately evident that there was no foundation and the interior support system was in a state of advanced deterioration. The support system and foundation system have been redesigned to allow for the safe removal and storage of the piece to provide for construction. The additional work will cost \$12,871.13. Additional work may be required to complete a new foundation for the reinstallation of the piece at the end of construction, but the piece must be moved quickly and safely in order to avoid delays in the construction of the project.

Staff has reviewed both change orders and recommends approval for addition to the construction contract in the amounts outlined above.

There are sufficient funds in the contingency encumbrance for Contract No. 2995, Fund 302 Account 927PS, to cover the change orders to the contract.

Report prepared by Kathleen Chan, Project Manager.

REPORT OF GENERAL MANAGER

NO. 01-350

DATE September 19, 2001

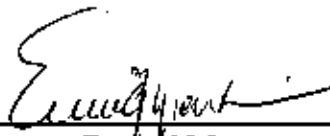
CD 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SOUTH WEDDINGTON PARK: APPROVAL OF REAL PROPERTY EXCHANGE WITH THE METROPOLITAN TRANSPORTATION AUTHORITY AND APPROVAL OF INSTALLATION OF PERIMETER WALL

J. Duggan JD
A. Corrales _____
J. Kolb _____
M. Matthews _____

H. Fujita _____
M. Tamuri _____
J. Combs _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the Resolution (on file in the Board Office) concerning the exchange of 81 square feet of land at South Weddington Park for 29,773 square feet of property owned by the Metropolitan Transportation Authority (MTA), to become part of said park;
2. Accept the MTA's proposal to fund and construct a wall along the perimeter of South Weddington Park and authorize the Department to enter into an agreement with MTA for the design, construction, and maintenance of the park wall upon the approval by the MTA Board of funding for said project;
3. Authorize the Department to extend the term of revocable, temporary Right-of-Entry Permit No. 475 through December 1, 2001, for the continued use by MTA of previously specified park areas for the completion of the Universal City Metro Red Line Station;
4. Direct the Board Secretary to transmit the real property exchange documents to the City Attorney and Mayor in accordance with Executive Directive No. 16 for review and approval and subsequently to be forwarded to the City Council for approval; and,
5. Authorize the Board Vice President and Secretary to execute the documents upon receipt of the aforementioned approvals.

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-350

SUMMARY:

On April 21, 1999, the Board of Recreation and Park Commissioners approved the issuance of a temporary, revocable Right-of-Entry Permit to the MTA for the construction of two public, temporary access roads at South Weddington Park in order to facilitate construction of the Universal City Metro Red Line complex (Board Report No. 174-99). The MTA has now requested that the permit be extended through December 1, 2001, in order for them to complete construction of the station as well as restoring certain previously agreed-upon park sites.

In anticipation of the significant physical changes the MTA complex was going to have on portions of nearby public streets and the park, the Board also authorized the preliminary approval of a real property exchange between the Department and the MTA. Originally, it was estimated that the property exchange would be of equivalently sized parcels. However, MTA has determined that they will need only 81 square feet of park property in order to complete the subway project. The surplus MTA land to be exchanged for park property is 29,773 square feet. The surplus land is part of several vacant parcels acquired by the MTA for the development of the project, and MTA has complied with all environmental and regulatory requirements for these parcels. The land exchange will allow MTA to complete the station parking lot and also provide an attractive expansion to the park. Exhibits A and B provide a legal description of the land exchange; Exhibit C provides a plot map identifying the areas.

During the course of the subway's development, additional issues affecting the park have evolved. Nearby residents have been addressing a freeway noise issue perceived to be a direct result of the subway project. Through collaborative efforts by Council District Four, County Supervisor Zev Yaroslavsky, the MTA, the Department, and community leaders, it has been proposed to construct a perimeter wall to mitigate the noise. If approved by the respective authorities, MTA will arrange for the funding, the design, and the construction of the wall. Since it will be located on park property, the Department will assume responsibility for maintenance after a predetermined time. The park wall is currently in the conceptual phase; funding depends on the MTA Board approving a change in the scope of work and authorizing the additional expenditure.

Renee Weitzer of Council District Four and the Valley Region Superintendent of the Department of Recreation and Parks have been consulted and concur with the project recommendations.

Prepared by Blanca Gomez-Revelles, Management Analyst II.

RESOLUTION NO. _____

WHEREAS South Weddington Park is located adjacent to the Universal City Metro Red Line Subway Station complex; and

WHEREAS the Department of Recreation and Parks has been committed to assisting the citizens of the City of Los Angeles and the Metropolitan Transportation Authority (MTA) by facilitating temporary use of park property for the mitigation of traffic circulation and street improvements associated with construction of the aforementioned complex; and

WHEREAS the Department of Recreation and Parks is committed to the continued support of the community in the vicinity of South Weddington Park; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners of the City of Los Angeles that:

Pursuant to Section 594 (d) of the Charter of the City of Los Angeles, the Board of Recreation and Park Commissioners finds and determines that it is in the public's best interest, benefit, and necessity to exchange 81 square feet of park land for 29,773 square feet of property belonging to the MTA in order to facilitate the completion of the aforementioned complex, subject however, to the approval by the City Council of the City of Los Angeles by ordinance; and

BE IT FURTHER RESOLVED that in accordance with Executive Directive No. 16, the Secretary of the Board is to forward the Board's approval to the City Attorney and the Mayor for review and approval and subsequently, for forwarding to the City Council for approval; and,

That the Board hereby authorizes the Vice President and the Board Secretary to execute the escrow instructions and grant deed for the real property exchange; and

That a copy of this Resolution is to be published in a daily newspaper.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on September 19, 2001.

MARY E. ALVAREZ, Secretary

Resolution No. _____

ORDINANCE NO. _____

An ordinance authorizing the exchange of a portion of South Weddington Park to the Metropolitan Transportation Authority for the completion of the Universal City Metro Red Line subway complex.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Resolution No. _____ of the Board of Recreation and Park Commissioners of the City of Los Angeles adopted on September 19, 2001, requesting the exchange of 81 square feet of South Weddington Park for 29,773 square feet of property owned by the Metropolitan Transportation Authority in order to facilitate the completion of the aforementioned complex is hereby approved. Said Resolution is on file with the Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles.

Section 2. The Council of the City of Los Angeles hereby finds and determines that the public's interest, convenience, and necessity require the transfer and exchange of real properties pursuant to Section No. 594 (d) of the Charter of the City of Los Angeles, as set forth above, and without notice of sale or advertisement for bids, in accordance with Section No. 7.27 of the Los Angeles Administrative Code.

Section 3. The real property to be subject to exchange is fully described in the said Resolution, which is herein incorporated by reference.

Section 4. The Vice President and Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles are hereby authorized to execute the escrow instructions and grant deed, and the City Clerk is authorized to attest thereto.

Section 5. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the City Council of the City of Los Angeles, by a majority vote of its members, at its meeting of _____, 2001.

CITY CLERK,

by _____
Deputy City Clerk

Approved _____

MAYOR

Approved as to Form and Legality:

ROCKARD J. DELGADILLO, City Attorney

By _____
MARK BROWN, Sr. Assistant City Attorney

File No. _____

EXHIBIT A

Portion Weddington Park to become part of MTA land
APN 2423-039-900 CCU: C3326
Grantor: City of Los Angeles
Grantee: L. A. C. M. T. A.

LEGAL DESCRIPTION

That portion of Lot 279 of Plat showing Dividing line between the Land of J. B. Lankershim and Lots 234, 235, 236, 237 & 238 of the Lankershim Ranch Land and Water Company, in the city of Los Angeles, county of Los Angeles, state of California, per map recorded in Book 83, pages 11 and 12 of Miscellaneous Records in the office of the County Recorder of said county, that is included within the following described Parcels A and B:

Parcel A:

Beginning at the angle point in the center line of Bluffside Drive as said Bluffside Drive is shown on the map of Tract No. 3434, in said city, county, and state, per map recorded in Book 37, page 69 of Maps in the office of said County Recorder, and as said center line is established by the City Engineer of said city and as said angle point is shown in said City Engineer's Field Book 20201, page 5 on file in the office of said City Engineer; thence S. 40° 41' 40" W., 793.31 feet along said center line and its southwesterly prolongation; thence thence N. 64° 23' 19" W., 205.02 feet; thence S. 25° 36' 41" W., 18.30 feet; thence N. 64° 23' 19" W., 31.50 feet; thence S. 25° 36' 41" W., 64.20 feet to a point on the westerly line of Lot 1 of Tract No. 29882, in said city, county, and state, per map recorded in Book 863, pages 99 and 100 of Maps in the office of said County Recorder, said point being the TRUE POINT OF BEGINNING; thence continuing S. 25° 36' 41" W., 15.09 feet to the northerly line of Lot 1 of Tract No. 34906, in said city, county, and state, per map recorded in Book 942, pages 43 and 44 of said Maps, said northerly line being a curve concave northerly and having a radius of 455.56 feet, a radial line of said curve to said point bears S. 18° 49' 11" E.; thence Easterly 10.09 feet along said curve and northerly line through a central angle of 1° 16' 07" to the northeast corner of said Lot 1 of Tract No. 34906, said northeast corner being also on said westerly line of Lot 1 of Tract No. 29882; thence N. 16° 16' 03" W., 10.67 feet along said westerly line to the TRUE POINT OF BEGINNING.

Parcel A contains an area of approximately 54 square feet.

Parcel B:

Beginning at said angle point in the center line of Bluffside Drive; thence S. 40° 41' 40" W., 793.31 feet along said center line and its southwesterly prolongation; thence N. 64° 23' 19" W., 205.02 feet; thence S. 25° 36' 41" W., 18.30 feet; thence N. 64° 23' 19" W., 31.50 feet; thence S. 25° 36' 41" W., 143.57 feet; thence N. 78° 17' 06" W., 189.48 feet to a point on the northerly line of the land described in the Final Order of Condemnation filed November 18, 1997, in Superior Case No. BC 137 358, a certified copy of which was recorded December 16, 1997, as Instrument No. 97-1974816 of Official Records in the office of said County Recorder, said northerly line being a curve concave northerly and having a radius of 455.56 feet, said point being the TRUE POINT OF BEGINNING; thence continuing N. 78° 17' 06" W., 53.06 feet to the westerly continuation of said northerly line, being said curve concave northerly and having a radius of 455.56 feet; thence Easterly 53.09 feet along said curve through a central angle of 6° 40' 36" to the TRUE POINT OF BEGINNING.

Parcel B contains an area of approximately 27 square feet.

EXHIBIT B

MTA land to become part of Weddington Park
Portion Parcels C3-787, 788, 900, & 930
CCU: C3326
Grantor: L. A. C. M. T. A.
Grantee: City of Los Angeles

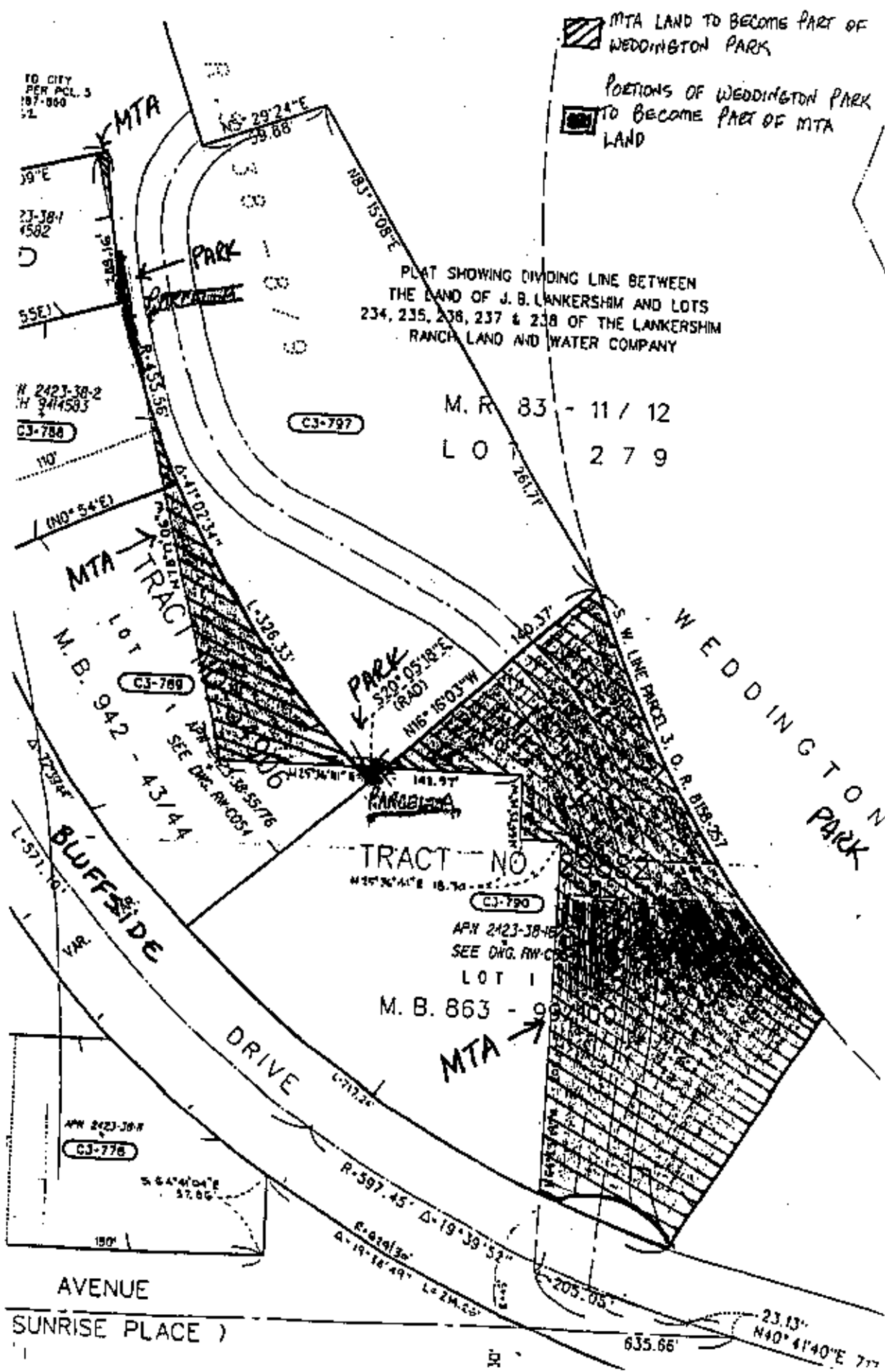
LEGAL DESCRIPTION

That portion of Lot 1 of Tract No. 29882, in the city of Los Angeles, county of Los Angeles, state of California, per map recorded in Book 863, pages 99 and 100 of Maps in the office of the County Recorder of said county, and that portion of Lot 1 of Tract No 34906, in said city, county, and state, per map recorded in Book 942, pages 43 and 44 of said Maps, and that portion of Lot 279 of Plat showing Dividing line between the Land of J. B. Lankershim and Lots 234, 235, 236, 237 & 238 of the Lankershim Ranch Land and Water Company, in said city, county, and state, per map recorded in Book 83, pages 11 and 12 of Miscellaneous Records in the office of said County Recorder, as described in the deed to the Los Angeles County Metropolitan Transportation Authority, recorded October 27, 1995, as Instrument No. 95-1740460 of Official Records in the office of said County Recorder, and as described in the Final Order of Condemnation filed November 18, 1997, in Superior Case No. BC 137 358, a certified copy of which was recorded December 16, 1997, as Instrument No. 97-1974816 of said Official Records, that lies northerly of the following described line:

Beginning at the angle point in the center line of Bluffside Drive as said Bluffside Drive is shown on the map of Tract No. 3434, in said city, county, and state, per map recorded in Book 37, page 69 of said Maps, and as said center line is established by the City Engineer of said city and as said angle point is shown in said City Engineer's Field Book 20201, page 5 on file in the office of said City Engineer; thence S. 40° 41' 40" W., 793.31 feet along said center line and its southwesterly prolongation to the True Point of Beginning; thence N. 64° 23' 19" W., 205.02 feet; thence S. 25° 36' 41" W., 18.30 feet; thence N. 64° 23' 19" W., 31.50 feet; thence S. 25° 36' 41" W., 143.57 feet; thence N. 78° 17' 06" W., 289.16 feet to a point on the westerly line of the land described in said deed recorded as Instrument No. 95-1740460, said point being distant S. 11° 42' 09" W., 5.14 feet along said westerly line from the most northerly corner of the land described in said deed.

Containing an area of approximately 29,773 square feet.

Prepared by: Paul D. Wise
Paul D. Wise, L.S. 4249 Expires 6-30-2000



REPORT OF THE GENERAL MANAGER

NO. 01-351

DATE: September 19 2001

CD 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AGREEMENT WITH AMERICAN YOUTH SOCCER ORGANIZATION FOR USE OF THE "FIELD OF DREAMS" AT THE FORMER GAFFEY STREET LANDFILL

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

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



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the proposed three-year (3-year) Agreement with the American Youth Soccer Organization (AYSO) for use of the newly developed "Field of Dreams" park site; and,
2. Direct the Board Secretary to forward the Agreement to the City Attorney and to the Mayor, in accordance with Executive Directive No. 16, for review prior to final execution by the Board Vice-President and Secretary.

SUMMARY:

On December 13, 2000, the Board approved by means of Report No. 00-459 a Memorandum of Understanding between the Department of Public Works and the Department of Recreation and Parks for the development of the Field of Dreams project at the Gaffey Street landfill site. The address is 501 Westmont Drive, San Pedro, CA 90731. Through various funding sources, the landfill has been closed in accordance with State and Federal regulatory requirements. Development of the park has commenced and completion is anticipated by the end of 2001.

AYSO, a non-profit organization, has requested a long-term Agreement for the operation of organized soccer activity at the newly developed Field of Dreams, planning primarily to serve the San Pedro community. AYSO will provide, at no cost to the City, instructors and supervisory personnel for the presentation of their programs. Additionally, should further funding be necessary to obtain full development of the site, AYSO has committed to making certain capital improvements to the Field of Dreams, financed by means of their own fund-raising endeavors.

REPORT OF GENERAL MANAGER

PG. 2

No. 01-351

Tony Coroalles, Assistant General Manger for Region Operations, and the Superintendent of Pacific Region have been instrumental in the development of the proposed Agreement and concur with staff recommendations.

Report Prepared by Blanca Gomez-Revelles, Management Analyst II.

REPORT OF GENERAL MANAGER

NO. 01-352

DATE September 19, 2001

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BALDWIN HILLS RECREATION CENTER: APPROVAL OF REVISED JOINT USE AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR SHARED USE OF A PORTION OF THE BALDWIN HILLS RECREATION CENTER AND THE BALDWIN HILLS ELEMENTARY SCHOOL DRIVEWAY

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

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



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the proposed ten (10) year joint use agreement (copy on file in Board Office) with the Los Angeles Unified School District for:
 - A. The continued shared use of a paved asphalt portion of the Baldwin Hills Recreation Center for use as a children's play area; and,
 - B. The shared use of the Baldwin Hills Elementary School Driveway to allow ingress and egress to and from Highlight Avenue and new Recreation Center parking lot;
2. Direct the Board Secretary to transmit the proposed joint use agreement to the Mayor for review and recommendations in accordance with Executive Directive No. 16, and concurrently transmit a copy of the joint use agreement to the City Attorney for review as to form and legality; and,
3. Authorize the President and Board Secretary to execute the joint use agreement upon approval by the Mayor.

SUMMARY:

Since 1957, the City of Los Angeles Unified School District (LAUSD) and the Department of Recreation and Parks (Department) have shared the use of a ±1.82 acre portion of the Baldwin Hills Recreation Center. The subject area is paved with asphalt and is used as a play area by the

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-352

immediately adjacent Baldwin Hills Elementary School (school) during regular school hours, and by the general public under Department supervision during non-school hours. The two (2) agencies share the maintenance and operation of the area and liability during their respective periods of use.

The most recent agreement expired September 18, 1998. On January 20, 1999, Board Report No. 36-99, recommending a ten (10) year joint use agreement, but reducing the asphalt play area to approximately 0.93 acres to accommodate a new parking lot for the then soon to be constructed new recreation center, was submitted to the Board of Recreation and Park Commissioners and was approved as amended. Resolution No.9780 provided instructions to the Board Secretary to forward the approved agreement to the Mayor's Office and City Attorney for review and comment. However, due to several personnel changes the agreement was never received by either of the two offices. To compound matters, the LAUSD also experienced a reorganization with significant personnel changes, resulting in key personnel no longer present to follow up on the agreement's progress.

Because substantial time elapsed from the period of original negotiations and arrangements in 1998 and 1999, many of the provisions and related information contained in the newly established joint use agreement and Board Report No 36-99, had changed as new circumstances materialized during construction of the new Recreation Center. The Center's construction was completed in January of 2001. The Department began its occupancy on February 10, 2001, and had its grand opening celebration on February 17, 2001. Although the recreation center has been open to the public, use of the new parking lot had been delayed due to several factors relating to the removal of a temporary childcare facility, the design and funding of the parking lot entryway, and the execution of this joint use agreement. The childcare facility has since been removed, the entryway has been funded and designed, and agreements have been established for the shared use of a portion of the Recreation Center and LAUSD driveway.

The newly established joint use agreement, which is free of monetary compensation to either party and divides maintenance responsibilities during times of each party's use, reconfigures the previous jointly used ± 1.82 acre asphalt play area to an area consisting of approximately 1.22 acres. The new configuration is shown on the attached exhibit A. Under this new ten (10) year agreement, the reconfigured asphalt play area owned by the City will be jointly used by the Department and LAUSD; the driveway owned by the LAUSD will also be jointly used by both parties and their constituents to enter and exit the new Recreation Center parking lot; and the school's teaching staff shall be allowed to utilize 25 spaces within the new parking lot during day-time school hours. At the end of each school day, the spaces used by LAUSD staff will be relinquished to the Recreation Center for evening community use. The Department's design for the new parking lot and modified driveway is illustrated on the attached Exhibit "B."

Although previously under a no compensation Lease Agreement, the joint usage of this facility has worked to the benefit of the community and the Department for many years. Therefore, staff at this time recommends that the newly established Joint Use Agreement between the Department and LAUSD be approved for a period of ten (10) years, commencing from the day the agreement is executed.

REPORT OF GENERAL MANAGER

PG. 3

NO. 01-352

Department staff has determined that the proposed joint use agreement is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article VII, Section 1, Class 1 (14) of the City CEQA Guidelines.

The Superintendent of the Pacific Region and Councilmember Nate Holden of the 10th Council District supports staff's recommendations.

Report prepared by Joel Alvarez, Management Analyst II, Real Estate and Asset Management.

RESOLUTION NO. _____

WHEREAS, City, owns and operates a certain park known as the Baldwin Hills Recreation Center, hereinafter identified as the Facility, located at 5401 Highlight Place in the City of Los Angeles, County of Los Angeles, State of California; and,

WHEREAS, the DISTRICT owns and operates the Baldwin Hills Elementary School hereinafter referred to as School immediately adjoining said Facility; and,

WHEREAS, CITY and DISTRICT previously entered into a ten (10) year Lease Agreement on September 16, 1988, for the joint use of an approximate 1.82 acre portion of said Facility; and,

WHEREAS, DISTRICT has requested continued use of City property for an additional ten (10) year term with the specific Facility area to be modified in order to accommodate the CITY'S new community building and parking lot area on DEPARTMENT'S Facility; and,

WHEREAS, CITY and DISTRICT have mutually agreed to replace the expired lease agreement with a joint use agreement; and,

WHEREAS, CITY and DISTRICT have mutually agreed to the joint use of a 1.22 acre portion of said Facility and DISTRICT'S driveway hereinafter referred to as Driveway and located adjacent to said Facility, permitting shared usage by DISTRICT and CITY for property herein described; and,

WHEREAS, DISTRICT has agreed to a new reconfigured area within the Facility encompassing 1.22 acres more or less as depicted on the attached Exhibit "A" and hereinafter referred to as the Premises; and,

WHEREAS, DISTRICT has agreed to allow use by CITY of Driveway with ingress and egress from Highlight Avenue into Facility's newly developed parking lot; and,

WHEREAS, it would be to the mutual advantage of both CITY and DISTRICT to jointly operate said Premises for the adjoining School; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Recreation and Park Commissioners of the City of Los Angeles that:

Pursuant to Section 590(a) of the Charter of the City of Los Angeles, the Board of Recreation and Park Commissioners of the City of Los Angeles finds and determines that the public interest, convenience and necessity for recreation exists in the joint use of a 1.22 acre portion of our Baldwin Hills Recreation Center and Los Angeles Unified School District Driveway.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Secretary, upon receipt of all necessary approvals, be hereby authorized to execute the Joint Use Agreement and that a copy of this Resolution be published in a daily newspaper.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on _____, 2001.

Mary E. Alvarez, Secretary

Resolution No. _____

JOINT USE AGREEMENT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS, AND LOS ANGELES UNIFIED SCHOOL
DISTRICT FOR THE JOINT USE OF A PORTION OF THE BALDWIN HILLS RECREATION
CENTER AND THE BALDWIN HILLS ELEMENTARY SCHOOL DRIVEWAY

This JOINT USE AGREEMENT is made and entered into this ____ day of _____, 2001, by and between THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter identified as CITY, and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district, acting by and through its Board of Education, hereinafter identified as DISTRICT.

WITNESSETH:

WHEREAS, City owns and operates a certain park known as the Baldwin Hills Recreation Center, hereinafter identified as Facility, located at 5401 Highlight Place in the City of Los Angeles, County of Los Angeles, State of California; and,

WHEREAS, DISTRICT owns and operates the Baldwin Hills Elementary School hereinafter identified as School, located at 5421 Rodeo Road in the City of Los Angeles, County of Los Angeles, State of California, immediately adjoining said Facility; and,

WHEREAS, CITY and DISTRICT previously entered into a ten year Lease Agreement on September 16, 1988, for the joint use of an approximate 1.82 acre portion of said Facility; and,

WHEREAS, DISTRICT has requested continued use of City property for an additional ten (10) year term with the specific Facility area modified in order to accommodate the CITY'S new community building and parking lot area on said DEPARTMENT Facility; and,

WHEREAS, DISTRICT has agreed to a new reconfigured area within the Facility encompassing 1.22 acres more or less as depicted on the attached Exhibit "A" and hereinafter referred to as Premises; and,

WHEREAS, DISTRICT has agreed to allow CITY'S use of a DISTRICT driveway, hereinafter identified as Driveway and located at rear of School, to allow CITY'S ingress and egress to and from Highlight Avenue and the Facility's new parking lot, hereinafter identified as Parking Lot; and,

WHEREAS, it would be to the mutual advantage of both the CITY and DISTRICT to jointly operate said Premises and Driveway for the Facility and School; and,

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. DESCRIPTION OF JOINT USE PREMISES

That the parties hereto do hereby agree to jointly maintain and operate that certain Premises of Baldwin Hills Recreation Center (A) and Baldwin Hills Elementary School Driveway (B) as described as follows:

- A. All that portion of the Part of Tomas A. Sanchez 3317.5 Acre Allotment in Rancho Cienega O Paseo De La Tijera, bounded and described as follows:

Beginning at the intersection of the southerly line of the line of the land conveyed on the Department of Recreation and Parks by deed recorded in Book 24759, Page 296 of Official Records, in the office of the County Recorder of Los Angeles with the westerly line of

Hauser Boulevard, thence easterly along said southerly line 177 feet; thence northerly at right angles to said southerly line 300 feet; thence westerly parallel with said southerly line to said westerly line of Hauser Boulevard 177 feet; thence southerly along said westerly line of Hauser Blvd. 300 feet to the point of beginning.

- B. All that portion of the Baldwin Hills Elementary School Driveway, located at rear of School and adjoining with the Baldwin Hills Recreation Center and its Parking Lot.
- C. A description of the Premises and Driveway is further illustrated on Attachment "A" of this Agreement.

2. TERM

The term of this Agreement shall be ten (10) years from the date of execution.

3. IMPROVEMENTS

District shall have the right to make improvements upon the herein described Premises at its own expense provided, however, that the plans and specifications for said improvements shall first be submitted to and approved by the CITY.

DISTRICT shall remove any and all improvements to the Premises at the termination or expiration of this Agreement, and DISTRICT shall leave the Premises clear of all improvements and debris and graded to the level of the adjacent Facility property.

CITY shall have the right to make improvements upon the herein described Driveway at its own expense provided, however, that the plans and specifications for said improvements shall first be submitted to and approved by the DISTRICT.

CITY shall remove any and all improvements to the Premises at the termination or expiration of this Agreement, and CITY shall leave the Driveway clear of all improvements and debris and graded to the level of the adjacent School property.

4. HOURS OF USE

DISTRICT shall have the right to use of the Premises during normal School hours and during regular School programs scheduled at times other than normal School hours. The CITY shall have the right to use the Premises at any time that it is not so used by the DISTRICT.

CITY shall have the right to use the Driveway during normal Facility hours of operation and during hours of programs scheduled at times other than normal Facility hours. DISTRICT shall have the right to use the Driveway during all School hours and hours of School programs scheduled at times other than normal School hours.

CITY shall allow DISTRICT access to the use of a maximum of twenty-five (25) parking spaces in said Parking Lot during daytime school hours. Any use by DISTRICT of more than twenty-five (25) parking spaces, or use during non-school time hours must be authorized in writing by CITY.

5. TAXES AND UTILITY PAYMENTS

The DISTRICT shall pay all taxes and other assessments that may be levied against said Premises including the costs for the furnishing of public utilities, except such taxes and other assessments as may be levied against property that is solely under the control of the CITY.

6. MAINTENANCE OF PROPERTIES

A. DISTRICT

The DISTRICT hereby agrees to maintain the Premises and Driveway in a clean, wholesome and sanitary condition during the times that said Premises and Driveway are under its control and no offensive or refuse matter or any material detrimental to the public health, peace or safety shall be permitted to remain or accumulate upon the Premises.

DISTRICT shall at its own expense maintain and keep the Premises and Driveway and every part thereof including asphalt and landscaped surfaces in good order and repair and the CITY shall not be required to make any repairs, alterations or additions of any nature whatsoever. DISTRICT shall furnish all custodial and security services required in and about the Premises and Driveway during the period said Premises is under its control and during all times of Driveway's use by CITY and DISTRICT, and DISTRICT shall perform tree trimming and tree root removal on said Premises as required for safety and liability purposes.

B. CITY

The CITY hereby agrees to maintain the Premises and Driveway in a clean, wholesome and sanitary condition during the times that said Premises are under its control and no offensive or refuse matter or any material detrimental to the public health, peace or safety shall be permitted to remain or accumulate upon the Premises.

CITY shall furnish all custodial and security services required in and about the Premises and Parking Lot during the period said premises is under its control and during all times of Parking Lot's use by City and DISTRICT.

7. CITY AUTHORITY

DISTRICT shall at all times abide by the rules and regulations, heretofore adopted or that may hereafter be adopted by the CITY and cooperate fully with CITY employees in the performance of their duties. DISTRICT shall allow CITY ingress and egress through their access road from Ridgley Drive to CITY property.

8. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the CITY shall have the right to enter the premises at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

9. INDEMNIFICATION (OPERATIONAL)

DISTRICT agrees to save and hold CITY harmless from any and all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Premises during the hours DISTRICT has the exclusive use of the Premises. Conversely, CITY agrees to hold DISTRICT free and harmless from any and all such claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Premises during the hours CITY has the exclusive use of said Premises.

Pursuant to Government Code Sec. 895.4, each party hereto indemnifies and holds harmless the other party, its officers, agents and employees for any liability imposed by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission occurring in the performance of this Agreement by the indemnifying party or its officers, agents or employees.

In the event that third-party loss is attributable to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction. The provisions of California Civil Code 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

10. DAMAGE AND DESTRUCTION:

If through no fault of the parties hereto the Premises and Driveway shall be so damaged by earthquake, fire, casualty or other cause of happening as to be substantially destroyed and rendered untenable, or if any authority having jurisdiction shall order the demolition or removal of the Premises herein, then this agreement shall terminate.

If through no fault of the parties hereto the Premises and Driveway shall be partially destroyed by fire, casualty, or other cause or happening, or be declared unsafe by an authority having jurisdiction, neither party hereto shall have the obligation to restore said Premises or put it in proper condition for use and occupancy; provided, however, that should said Premises not be restored and made safe or a decision is not made to restore within one year from the date of said partial destruction or declaration of unsafe condition thereof, then in that event, either party hereto may, at its option and upon thirty (30) calendar days notice thereof being given to the other in writing, terminate this Agreement.

11. NOTICES:

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Real Estate Branch
Los Angeles Unified School District
Interim Business Services Center
355 South Grand Avenue, Suite 500
Los Angeles, California 90071
Attn: Kathy Friedman, Principal Realty Agent
Phone: (213) 633-7581, Fax: (213) 633-7546

CITY: General Manager, Department of Recreation and Parks
City of Los Angeles
200 North Main Street, Room 1330 CHE
Los Angeles, California 90012
Attn: Real Estate and Asset Management Division
Phone: (213) 978-473-6833, Fax: (213) 978-0014

12. ATTORNEYS FEES:

In the event either party brings an action or claim for breach of this Agreement against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorney's fees and expenses actually incurred in the pursuit or defense of such claim, as the case may be.

13. OPERATION OF FACILITY:

CITY and DISTRICT shall share operation of the Premises and Driveway, as hereinafter provided and in accordance with Paragraphs 3, 4, 6, 7, 8, 9 and 10 hereof. Each party hereto may grant use of the Premises and Driveway to third parties pursuant to its usual procedures for granting such use. However, no third party shall make use of the Premises or Driveway without the knowledge and

written permission of both the CITY and DISTRICT, including all insurance and liability customarily required by the party hereto which proposes to grant such use. Neither party hereto shall unreasonably withhold permission for a use to be granted by the other party.

14. COUNTER-PARTS:

This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature (s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

15. SEVERABILITY:

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. WARRANTIES:

A. DISTRICT'S Warranties: As an inducement to the CITY to enter into this Agreement, the DISTRICT represents, warrants and covenants as follows:

(1) that it is a regularly organized and existing school district under the laws of the State of California;

(2) that it has the power and authority to carry on its function as a school district, to enter this Agreement, and to consummate the transaction herein contemplated;

(3) that all actions to be taken by or on behalf of the DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement, and

(4) that this Agreement is a valid and binding obligation of the DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

B. CITY'S Warranties: As an inducement to the DISTRICT to enter into this Agreement, the CITY represents, warrants and covenants as follows:

(1) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(2) that it has the power and authority to carry on its function as a city, to enter into this Agreement, and to consummate the transaction herein contemplated;

(3) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(4) that this Agreement is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth above.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By the Board of Education of the City of Los Angeles

By _____
President

By _____
SCOT GRAHAM,
Director of Real Estate

By _____
Secretary

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, City Attorney

APPROVED AS TO FORM AND LEGALITY
L.A. Unified School District

Dated _____, 2001

Dated _____, 2001

By _____
Sr. Assistant City Attorney

By _____
Legal Advisor

APPROVED:
CITY RISK MANAGER

By _____
RICHARD J. WELCH

Date _____, 2001

REPORT OF GENERAL MANAGER

NO. 01-353

DATE September 19, 2001


C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: Acceptance of Stop Notice(s) and
Release(s) of Stop Notice(s)

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

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



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

1. With regard to the stop notice(s), the contractor(s) and other interested parties be notified that the amount(s) of said claim(s), if available, and an additional sum equal to 25 percent thereof to defray any costs of litigation in the event of court action, will be withheld thereunder; and
2. That the Release(s) of Stop Notice(s) be accepted.

SUMMARY:

STOP NOTICES

The Department is in receipt of Notice(s) to Withhold Funds on the contract(s) indicated below:

Contract 2857

C.D.D./Y.O.U. Alternative High School and Childcare; Reza, Inc./DJA Construction Co., Inc.	Claimant: Lam-Tech Corporation Amount: \$26,555.00
	Claimant: Indiana Plumbing Supply Co. dba Plumbers Warehouse Amount: \$7,810.56
	Claimant: Performance Nursery Amount: \$2,129.58

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-353

Contract 2949

Pan Pacific Park Recreation
Center-New Community Building
Improvements (#1710B) - Pinner
Construction Company, Inc.

Claimant: Toro-Aire, Inc.
Amount: \$7,500.00

Claimant: Southern California
Air Cond. Dist.
Amount: \$10,759.23

Contract 2976

MacArthur Park-Outdoor
Improvements North of Wilshire
(1227E) - Ecology
Construction, Inc.

Claimant: Hanover Specialties,
Inc.
Amount: \$23,504.58

RELEASES

The Department is in receipt of a Release(s) of Stop Notice(s), previously filed by the claimant(s) listed below, which release(s) the Board from any and all liability from withholding any monies from the general contractor(s):

Contract 2871

Baldwin Hills Recreation
Center - Community Building
(#1710C); Westland Builders

Claimant: Global Steel
Products Corp.

Partial
Release: \$9,720.00

Amount
Remaining
on hold: \$1,080.00

Prepared by Petrona Johnson

REPORT OF GENERAL MANAGER

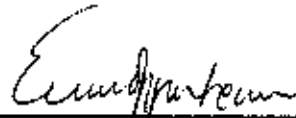
NO. 01-354

DATE September 19, 2001

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) City Clerk, relative to setting the meeting dates, times and locations for the Council's Standing Committees.

Note and File

2) City Clerk, relative to receiving and filing various Department reports relative to the status of the Sustainable Urban Forest Workgroup.

Note and File

3) City Clerk, relative to non-financial transfer of jurisdiction of a City-owned parcel from the General Services Department to the Department of Recreation and Parks for establishing a pocket park.

Refer to General Manager

4) City Clerk, relative to motion (Holden-Perry) to waive fees for the 2001 Los Angeles African Marketplace and to make the location of same safe and healthy.

Refer to General Manager

REPORT OF GENERAL MANAGER

PG. 2

NO. 01-354

- 5) William T. Fujioka, City Administrative Officer, relative to Contractor Responsibility Ordinance. Refer to General Manager
- 6) Port of Los Angeles, giving notice of a rescheduled public hearing relative to the issuance of a coastal development permit for a proposed construction project. Refer to General Manager
- 7) Kathryn S. Schloessman, President, Los Angeles Sports & Entertainment Commission, supporting House of Blues Concerts in regard to the Greek Theatre Concession. Note and File
- 8) Larry Foster, LA STARS wheelchair basketball team, seeking a gymnasium to rent time in. Refer to General Manager
- 9) Ramin Jaafarian of Sunpeak Construction, relative to outstanding change order requests and delays incurred due to City's allegedly inefficient and biased way of handling change orders. Refer to General Manager
- 10) Diana L. Chapman, of the Peck Park Advisory Board, requesting that their pool stay open through October. Refer to General Manager
- 11) Mrs. Lee, to the Pacific Region Superintendent, relative to persons with criminal records allegedly being on the Pan Pacific Park Advisory Board and coaching and teaching youth in Department programs. Refer to General Manager

REPORT OF GENERAL MANAGER

NO. 01-355

DATE September 19, 2001

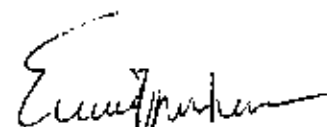
C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: DONATIONS TO PACIFIC REGION

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

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



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board accept the following donations and that appropriate recognition be given to the donors.

SUMMARY:

The following donations have been received by the Pacific Region:

Barrington Recreation Center received a donation of \$125 from Melanie Mack, 10769 Ohio Avenue, Los Angeles, 90024 for the center's activities.

Cheviot Hills Recreation Center received a donation of \$500 from David R. Goldman, 12225 Lawler Street, Los Angeles, 90066 for the center's programs.

Crestwood Hills Recreation Center received the following donations for their Easter activities and center classes:

Thomas Safran, c/o Thomas Safran and Associates, 11812 San Vincente Blvd. #600, Los Angeles, 90049.

Renie Fahmy, c/o Whole Foods Market, 11737 San Vincente Blvd., Los Angeles, 90049.

Cathy Wegener, c/o Crestwood Hills Co-op Nursery School, 986 Hanley Avenue, Los Angeles, 90049.

REPORT OF GENERAL MANAGER

PG. 2 NO. 01-355

International Family Festival held at Westchester Recreation Center received a donation of \$25,000 from Dave Bader, c/o Bader Vending Services, 1302 Esplanade #312N, Redondo Beach, 90277.

Mar Vista Recreation Center received 144 boxes of chalk valued at \$101 from Ms. Sylvia James, c/o Sales and Marketing Associates, 11125 Knott Avenue, Suite E, Cypress, 90630 to be used for their Sidewalk Chalk Art Contest.

Pan Pacific Recreation Center received the following donations:

John Yakel, c/o Pacific Hills School, 8628 Holloway, West Hollywood, 90069, donated a copy machine valued at \$6,500.

Paul Lester, c/o Paul Lester Photography, 2241 Ventura Boulevard #205, Woodland Hills, 91364, donated \$589 for their sports program.

Peck Park Recreation Center received the following donations:

Linda Poteet, c/o East Seals Southern California, 1801 E. Edinger Avenue, Suite 190, Santa Ana, 92705, donated \$200 for their center's programs.

Humberto Saldivar, P.O. Box 1447, Lomita, 90710, donated \$245 for their center programs.

Robertson Recreation Center received \$400 from Ms. Georga Horswell, c/o Crestview Neighborhood Association, 1800 Robertson Boulevard, Suite 2027, Los Angeles, 90035, to be used for the center's basketball league.

Stoner Recreation Center received the following donations:

Mary Margaret Lund, 18712 Hart Street, Reseda, 91335, donated \$128 and \$131 for the youth programs.

Jose Medina, 1616 Westgate Avenue #2, Los Angeles, 90025, donated \$300 for uniforms for the youth baseball all stars.

Chris Wong, c/o Lawyers Basketball League, 120 Broadway #300, Santa Monica, 90401, donated \$200 for the youth programs.

REPORT OF GENERAL MANAGER

PG. 3 NO. 01-355

Venice Beach Recreation Center received the following donations:

Meredith Brown, c/o Warren Miller Films, Inc., Action Marketing Group, 2540 Frontier Avenue, Bldg.104, Boulder, Colorado 80301, donated \$2,500 for center programs.

Kristen Hackley, c/o Radio Events Group, 3535 Piedmont Road, Bldg.14, Fl.14, Atlanta, Georgia 30305, donated \$10,000 to enhance the basketball courts.

Ocean Front Walk Association, 8 Horizon Avenue, Venice, 90291, donated \$100 to be used for their Spring Egg Hunt.

Lori Collins, c/o Lori's Printing, 17552 Ventura Blvd., Encino, 91316, donated printing, typesetting, artwork, and 2001 application, valued at \$248.40 for their Special Olympics lift off.

Rick Mejia, c/o Barry Kay Enterprises, Inc., 6027 Etiwanda Avenue, Tarzana, 91356, donated T-shirts, valued at \$883.98 for their Junior National Handball Tournament.

Prepared by Betty Jones

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.

06/20/01 01-221 Approval of a Memorandum of Understanding (MOU) between the Department of Recreation and Parks and the Department of General Services for the Construction of the Queen Anne Recreation Center - Building Addition and Remodel (#1774C)

06/20/01 01-223 Barnsdall Park - Agreement with Kaiser Foundation Hospitals for Proposed Park Improvements

08/08/01 01-274 Department Procedures for the Selection of Technical Consultants

08/08/01 01-300 Termination of Rancho Food Service Concession Agreement

PRE-QUALIFICATION OF BIDDERS:

10/02/01 Griffith Observatory - Refurbishment and Expansion (#1504C)

BIDS TO BE RECEIVED:

09/25/01 3:00 p.m. Lanark Park - Sportsfield Lighting (#1240D)

09/25/01 3:00 p.m. Lincoln Park - Lake Improvements (#1232C)

10/02/01 3:00 p.m. Reseda Recreation Center - Restroom Improvements (#1716F)

10/09/01 3:00 p.m. Valley Village Park - Irrigation and Picnic Area Improvements

10/16/01 3:00 p.m. Griffith Park Travel Town - Train Exhibit Pavilion (#1507C)

10/23/01 3:00 p.m. Oakwood Recreation Center - Facility Enhancement (#1608E)