

REPORT OF GENERAL MANAGER

NO. 04-105

DATE April 7, 2004

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SHERMAN OAKS CASTLE PARK – APPROVAL OF SUPPLEMENTAL AGREEMENT FOR AN ADDITIONAL THREE YEAR TERM WITH MENLO ENTERPRISES FOR AUXILIARY PARKING

| | |
|-------------------|----------------|
| H. Fujita _____ | F. Mok _____ |
| J. Kolb _____ | K. Regan _____ |
| *G. Stigile _____ | K. Chan _____ |
| M. Mariscal _____ | J. Combs _____ |


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the attached Supplemental Agreement to Contract No. 3081 with Menlo Enterprises, owners of the property adjacent to Sherman Oaks Castle Park, for an additional three year term, commencing July 1, 2003, for auxiliary parking, subject to approval as to form by the City Attorney; and,
2. Direct the Board Secretary to transmit the proposed Supplemental Agreement to the Mayor in accordance with Executive Directive No. 16, and concurrently to the City Attorney for review as to form, prior to execution by the Board.

SUMMARY:

The Department first entered into an agreement with Menlo Enterprises in 1993, when the City assumed operations of Sherman Oaks Castle Park from a private operator. The rental rate on the original Agreement was \$1,800 per month. Our current Parking Agreement expired on June 30, 2003, and Menlo Enterprises has agreed to enter into a Supplemental Agreement at the same rental rate for an additional three year term, commencing July 1, 2003.

This auxiliary Parking Agreement provides an additional 100 parking spaces and is essential to the continued success of the Sherman Oaks Castle Park. Sherman Oaks Castle Park has 122 parking spaces, which is sufficient for daytime weekday hours; however, on weekends, holidays, and weekday evenings, it is not uncommon to have 500 to 700 patrons on-site at any time.

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The Supplemental Agreement includes the same insurance protection to meet or exceed \$5 million, combined single limits, per occurrence, six month notice of cancellation, and the right to assign the Agreement.

The Board should note that compensation to Menlo Enterprises would not exceed twenty-one thousand six hundred dollars (\$21,600.00) per year and will not impact the Department's General Fund as these services are paid from Sherman Oaks Castle Park's MRP Account (MG1). Additionally, this Supplemental Agreement is recommended in compliance with all Department and City procedures, policies, and laws. Principals of Menlo Enterprises are not employees or officials of the City; are free to make recommendations or perform the services specified in the Agreement; and have no authority, with respect to the City's decisions relating to the project, beyond fulfilling the provisions of the Agreement.

Report prepared by Heather Taramoto and Michael Honan, Administrative Resources Division.
Attachment

SUPPLEMENTAL AGREEMENT TO PARKING AGREEMENT (CONTRACT NO. 3081) BETWEEN THE CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS, AND MENLO ENTERPRISES FOR PARKING

THIS SUPPLEMENTAL AGREEMENT TO PARKING AGREEMENT (CONTRACT NO. 3081) is made and entered into this _____ day of _____, 2004, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as TENANT) and MENLO ENTERPRISES (hereinafter referred to as LANDLORD).

WITNESSTH

WHEREAS, on February 5, 2003, the Board of Recreation and Park Commissioners executed a PARKING AGREEMENT (CONTRACT NO. 3081) with Menlo Enterprises for the rental of approximately 100 parking spaces located at 15335 Morrison Street, Sherman Oaks, California, 91403, for the term of July 1, 2000, through June 30, 2003; and,

WHEREAS, the term of this SUPPLEMENTAL AGREEMENT will be for an additional three years, commencing on July 1, 2003; and,

WHEREAS, LANDLORD is available and willing to lease approximately 100 parking spaces located at 15335 Morrison Street, Sherman Oaks, California, 91403.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein and in Contract No. 3081, the parties hereto agree and represent as follows:

1. The term of this SUPPLEMENTAL AGREEMENT will be for an additional three years, commencing July 1, 2003; and,
2. All other terms and conditions of the Parking Agreement (Contract No. 3081) are incorporated herein by this reference and shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENTAL AMENDMENT to PARKING AGREEMENT (CONTRACT NO. 3081) to be executed by their duly authorized representatives.

Executed this _____ day
of _____, 2004

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 2004

MENLO ENTERPRISES

By _____

Approved as to From:

ROCKARD J. DELGADILLO,
City Attorney

Date: _____

By _____
Mark Brown
SR. ASSISTANT ATTORNEY