

## AGENDA

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

Wednesday, September 2, 2015 at 9:30 a.m.

Granada Hills Recreation Center  
16730 Chatsworth Street  
Granada Hills, CA 91344

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

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EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. SPECIAL PRESENTATION

Special Introduction and Opening Remarks by Erich King, Appointed Representative of Councilmember Mitchell Englander's Office, Twelfth District

2. APPROVAL OF THE MINUTES:

Approval of Minutes for the Regular Meeting of August 12, 2015

3. GENERAL MANAGER'S REPORTS:

- |        |   |
|--------|---|
| 15-193 | Various Communications  |
| 15-194 | Recreation Management and Reservation System Software Licenses, Equipment and Services Contract – Use of the Palatine Park District, State of Illinois, Software License Agreement Terms and Conditions with Vermont Systems, Inc. dated September 25, 2014 |
| 15-195 | Amendment to Memorandum of Understanding with APN Media, LLC for Wi-Fi Pilot Program at Designated Park Locations   |
| 15-196 | Personal Services Contract with Hugo E. Pérez for Marketing, Community Outreach and Other Services in Relation to the Implementation of the Hugo E. Pérez Soccer League, a Youth Soccer Program at Various Recreation and Park Facilities                   |

September 2, 2015

- 15-197 Partnership Division – Donation of Funds, Equipment, and In-Kind Contributions from the Los Angeles Dodgers Foundation in Support of Dodgers Reviving Baseball in Inner Cities Youth Baseball and Girls Softball Leagues at Twelve (12) Park Sites
- 15-198 Palms Recreation Center – Donation of a New Outdoor Fitness Zone from the Friends of West Los Angeles through the Los Angeles Parks Foundation
- 15-199 Patton Street Pocket Park – Right of Entry Permit to Los Angeles Community Garden Council for the Operation and Maintenance of a Community Garden
- 15-200 Boyle Heights Sports Center – Amendment to Agreement No. 3430 with Los Angeles Conservation Corps, Inc., to Extend the Term of Agreement
- 15-201 Griffith Park – Concession Operation of Miniature Train Rides – 2015-16 Christmas Train Ride and Ticket Price
- 15-202 Downey Pool – Exemption from Alcoholic Beverage Policy for Water Conservation Awareness Event
- 15-203 Plaza de la Raza – Permission to Serve and Sell Alcoholic Beverages at Four Special Events
- 15-204 Griffith Park/Central Service Yard – Amendment to the Lease Agreement with the City of Glendale to Perform Groundwater Environmental Remediation – Rescission of Previous Board Action – Revised Amendment
- 15-205 Gaffey Street Pool – Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F) – Acceptance of Stop Payment Notice on Construction Contract No. 3514
- 15-206 Lincoln Park Recreation Center – Pool and Bathhouse Replacement Project (PRJ1504P) (W.O. #E1907715) – Final Plans and Call for Bids

4. UNFINISHED BUSINESS:

- 15-186 Griffith Park/Central Service Yard – Amendment to the Lease Agreement with the City of Glendale to Perform Groundwater Environmental Remediation – Rescission of Previous Board Action – Revised Amendment (Original Date – August 12, 2015)  
Item to be Withdrawn
- Continued Item Sunset Gordon Project/Sunset Gordon Park – Revised Informational Report (Original Date – August 12, 2015)

5. NEW BUSINESS:

- State Street Recreation Center – Use of Foundation for Early Childhood Education Vacated Space
- EXPO Center – Operating Agreement between Office of Exposition Park Management/California Science Center and the Department of Recreation and Parks for Soboroff Playfield

September 2, 2015

6. COMMISSION TASK FORCES:

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

7. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities

8. PUBLIC COMMENTS:

Any comments that require a response or report by staff will be automatically referred to staff.

9. FUTURE AGENDA ITEMS:

Requests by Commissioners to Schedule Specific Items on Future Agendas

10. NEXT MEETING:

The next scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, September 16, 2015, 9:30 a.m., at EXPO Center Comrie Hall, 3980 S. Bill Robertson Lane, Los Angeles, CA 90037.

11. ADJOURNMENT:

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

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers:

from Downtown Los Angeles	(213) 621-CITY (2489)
from West Los Angeles	(310) 471-CITY (2489)
from San Pedro	(310) 547-CITY (2489)
from Van Nuys	(818) 904-9450

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>

Information on agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the agenda and reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).



REPORT OF GENERAL MANAGER

NO. 15-193

DATE September 02, 2015

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 reviewing the use of Council District Four discretionary funds.

Referred to General Manager.

2) City Clerk, relative to funding for the completion of the Aliso and Los Angeles Confluence Park.

Note and File.  
(Report No. 13-291)

3) City Clerk, relative to installing No Smoking signs in Very High Fire Hazard Severity Zones.

Referred to General Manager.

4) City Clerk, relative to rescinding prior Council actions of June 17, 2015 and June 30, 2015 regarding the allocation / transfer / appropriations of various Council District Four discretionary funds.

Note and File.

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| 5) City Clerk, relative to Scott Garrabrant v. City of Los Angeles, Los Angeles Superior Court Case No. BC537283, arising from a disability claim involving Department. | Note and File.               |
| 6) City Clerk, relative to funding for lighting for the tennis courts at Jim Gilliam Recreation Center.   | Referred to General Manager. |
| 7) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending July 17, July 24, and July 31, 2015.   | Note and File.               |
| 8) Enrique Alcala, relative to the air conditioning at Alpine Recreation Center.  | Referred to General Manager. |
| 9) Frances Beard, relative to allegedly incorrect paper work issued by a Cheviot Hills Recreation Center maintenance employee for court referral.                       | Referred to General Manager. |
| 10) Laurie Kaman, relative to a parking citation issued at Will Rogers Polo Grounds in Will Rogers State Historic Park.   | Referred to General Manager. |
| 11) Fifteen residents, relative to the Department operating the Greek Theatre as an open venue.   | Note and File.               |
| 12) David Tate, relative to providing a youth enrichment program in the South Bay area through the Department.  | Referred to General Manager. |
| 13) Sarajane Schwartz, relative to openings to parks.   | Referred to General Manager. |

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14) Joshua Wiggins, six communications relative to a water polo championship game at Roosevelt Pool.

Referred to General Manager.

15) Kevin Litwin, COO, Joe's Auto Parks, relative to Pershing Square Renew.

Note and File.

16) Akash Radia, Director of Development & Site Partnerships, Urban Soccer Initiative, relative to developing a soccer field in the Los Angeles area.

Referred to General Manager.

17) Mary Galvan Rosas, relative to cleaning up after animals in Aliso Canyon Park.

Referred to General Manager.

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



REPORT OF GENERAL MANAGER

NO. 15-194

DATE September 02, 2015

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RECREATION MANAGEMENT AND RESERVATION SYSTEM SOFTWARE LICENSES, EQUIPMENT AND SERVICES CONTRACT – USE OF THE PALATINE PARK DISTRICT, STATE OF ILLINOIS, SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS WITH VERMONT SYSTEMS, INC. DATED SEPTEMBER 25, 2014

R. Barajas \_\_\_\_\_ K. Regan \_\_\_\_\_  
H. Fujita \_\_\_\_\_ \*N. Williams NDW  
V. Israel \_\_\_\_\_

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

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

RECOMMENDATIONS:

That the Board:

1. Approve the proposed contract, substantially in the form on file in the Board Office, between the City of Los Angeles, Department of Recreation and Parks (Department) and Vermont Systems, Inc., (VSI) for the purchase and acquisition of recreation management and reservation system software licenses, equipment and services for an occasional and as-needed use with a contract term of one-year with two (2) one-year renewal options, not-to-exceed six hundred fifty thousand dollars (\$650,000.00), subject to the review and approval of the City Attorney as to form;
2. Find that VSI by written communication dated May 12, 2015, attached hereto and incorporated herein by reference as Attachment B, authorized the Department to utilize the contract between VSI and Palatine Park District for purchase, licensing, installation, training, maintenance and support of a recreation management and reservation system software in accordance with the terms and condition of the Software License Agreement between VSI and Palatine Park District dated September 25, 2014, attached hereto and incorporated herein by reference as Attachment A;

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3. Find that Palatine Park District by written communication dated March 25, 2015, attached hereto and incorporated herein by reference as Attachment C, authorized the Department to utilize Palatine Park District contract terms and conditions for purchase and acquisition of software licenses, equipment and technical support for the recreation management and reservation system;
4. Find as the contract awarding authority, in accordance with Charter Section 371(e)(2), the professional, scientific, expert, technical or other special services to be provided by VSI are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
5. Find as the contract awarding authority, in accordance with Charter Section 371(e)(8), that contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
6. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10), that the services to be provided by VSI, are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;
7. Find in accordance with Charter Section 1022 Determinations Policy, that a Charter Section 1022 Determination is not required when contractor requires use of its staff or specially trained and certified persons to install, maintain or service equipment or other product in order to maintain warranties, patent rights or due to other rational basis; or the labor component cannot reasonably be separated from the other contract elements;
8. Authorize staff, upon Board's approval, to purchase the recreation management and reservation system software licenses, equipment and services, as described in the Summary of this Report;
9. Direct the Board Secretary to transmit forthwith the proposed Contract to the Mayor for approval and to the City Attorney for review and approval as to form; and,
10. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

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### SUMMARY:

The Department has a need for a recreation management and reservation system to handle and process all recreational activity registrations, facility and pool reservations, rental hall and tennis court scheduling, memberships, and point-of-sale purchases at facilities and recreation centers throughout the City of Los Angeles. The ability to purchase and install a recreation management and reservation system is critical to meeting the Department's need to improve the operation, programming and scheduling support of all activities available to the public. In addition, the recreation management and reservation system will improve the Department's data collection for future reporting requirements and allow financial data to be imported into the Department's accounting system.

The Department provides programs and services to the residents and non-residents of the City of Los Angeles. The Department currently utilizes the Online Activity Catalog (OAC) system, a system from 1999, to perform activity registration both at facilities and online, process point-of-sale purchases, run registration and payment reports, process transmittals, and request refunds. It does not have the capability to handle reservations, check for duplicate patron accounts (one quarter of existing accounts are duplicates), allow patrons to look up their schedules or receipts from home, or let staff view what their facilities are currently offering. The OAC is used by Recreation, Aquatics, Accounting and Auditing staff.

Currently, there is no computer system to handle facility rentals. Each request for a room, field, court, baseball diamond or gym is processed manually with paper requests, receipts, and transmittals. This limitation means that credit card payments are not accepted for any rentals, and that rental practices vary greatly between facilities.

Preliminary research for a replacement recreation management and reservation system began at the California Parks and Recreation Society's (CPRS) annual convention held on March 6, 2014 in Ontario, California. Information was gathered from multiple vendors, and from that staff created a high level criteria of what is needed from a new OAC replacement system (see below).

- a. Vendor must have active system implementation with municipalities in the United States.
- b. New system must handle a full range of recreational programs and activities that the Department handles. This includes, but is not limited to, sports leagues, classes, camps, field trips and facility rentals.
- c. New system must be scalable due to the size of the City of Los Angeles. The size of the company is not a factor; may range from a small company to a large corporation.
- d. New system must be 100% web-based, built specifically for the Internet.

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With these criteria in mind, Information Technology (IT) and Recreation staff attended a vendor demonstration day hosted by CPRS on October 24, 2014 in Irvine, California. Using the information from these demonstrations and credible referrals, staff identified six (6) companies for more research: 1) Vermont Systems, Inc.; 2) ACTIVE Network; 3) Rec1; 4) PerfectMind Enterprises; 5) Accela; and 6) Your Active World.

Representatives from each of the six (6) companies were invited to give an in-depth demonstration to Department representatives from Recreation, Management, Aquatics, Accounting and IT during the week of January 26-30, 2015. After these demonstrations, IT staff sent out surveys and questionnaires to Department representatives to determine which vendor system is best suited to replace the Department's OAC system. Out of these demonstrations and based on the survey results, VSI was selected as the system best suited to meet Department's needs for the following reasons:

- a. VSI has the most robust and configurable backend general ledger financial tools and reporting capability.
- b. The VSI system's user interface is the most intuitive to use, and Department staff preferred it over the other vendor systems' user interface layouts.
- c. VSI's flat fee rate is more economical than the other vendor's transaction percentage fee rate. VSI's initial software and hardware procurement and set-up with first year maintenance cost is approximately \$330,000.00 and \$35,000.00 annually for each of the two (2) subsequent years. Other vendors' transaction percentage fee rate charge up to 2% per transaction; based on last year's OAC revenue of \$20,000,000.00, other vendor systems would cost the Department \$400,000.00 annually and the same amount for the subsequent years.
- d. VSI is the only system that allows the Department to host their own data. By allowing the Department this option, the Department owns and controls all information in the system, which is very critical to data security and accessibility.

VSI was established in 1985. Since 1988, VSI has specialized in developing fresh software products for managing recreation and park operations. VSI has 78 staff members and VSI's major industry concentration is Parks and Recreation Software. The company has over 1,150 installations with several thousand users, which includes 900 municipal and county government customers, as well as nearly all United States Air Force, Army, Navy and Marine bases worldwide. The company has a proven track record in providing quality software and support services on a nationwide scale.

Staff surveyed various municipalities that utilize the VSI system software and determined that the operations of Palatine Park District in Palatine, Illinois closely match the Department's programs and activities. The references survey regarding the performance of VSI system software were mostly favorable with average to good ratings. Because of the close match to the Department's, programs and activities, Department staff requested authorization from Palatine Park District and VSI to utilize their contract's terms and conditions so the Department can generate and execute its own separate

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contract with VSI. The Palatine Park District's contract with VSI, which has all the software, equipment, and services that the Department needs, was awarded on a competitive bid process and was executed on September 25, 2014. The Palatine Park District and VSI have provided authorization to the Department on the use of the contract's terms and conditions.

VSI proposes to provide the Department with proprietary application software and licenses, equipment and services that will improve the Department's programming and activity registrations, facility reservations, court scheduling, memberships, point-of-sale purchases and reporting capability. The VSI primary system software, Recreation Tracking Software (RecTrac) and its other applications, WebTrac for Internet registrations and PayTrac for credit card and debit card payment processing, will allow the Department to customize and process program registrations, oversee facility and pool reservations, view and access daily and monthly rental hall, room, tennis and other court schedules, and increase memberships. The new system will also be able to generate accounting reports, perform a variety of functions for marketing purposes and process various types of payments at any facility operated by the Department.

The proposed VSI system will consist of Rectrac, WebTrac, and PayTrac; provide perpetual licenses for 300 concurrent users; provide installation, training, and support of application software and computing hardware; and a one-year with two (2) one-year renewal extensions for software maintenance, technical support and upgrade of the application software and hardware. The overall cost of the project, will not exceed \$650,000.00 and will be funded through Department 89, Fund 302, Account 89712H. On May 20, 2015, the Board approved the transfer of funds in the amount of \$3,000,000.00 to Department 89, Fund 302, Account TBD - System Developments, to modernize the Department's technologies in the areas of business applications, technology infrastructure, computational storage capacities, Internet/intranet websites, mobile web and mobile applications (Board Report No. 15-110). The recreation management and reservation system software licenses, equipment and services fall under the area of business applications.

Department staff is recommending that the Board authorize the Department to enter into a separate contract with VSI, based on Palatine Park District's competitively bid contract. VSI has issued a letter dated May 12, 2015 (attached hereto and incorporated herein by reference as Attachment B) to the City of Los Angeles which authorizes use of the software license agreement dated September 25, 2014 between the Palatine Park District and VSI. It also states that VSI agrees to apply the same terms and conditions of the software license agreement dated September 25, 2014 except with some variation to the pricing due the Department's number of users, number of training days and hardware models, facility size and database requirements.

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According to the Personnel Department and pursuant to Charter Section 1022 Determinations Policy, that a Charter Section 1022 Determination is not required when "Contractor requires use of its staff or specially trained and certified persons to install, maintain or service equipment or other product in order to maintain warranties, patent rights or due to other rational basis; or the labor component cannot reasonably be separated from the other contract elements."

At the request of the Department and because of the need for the new recreation management and reservation system, Department will begin the process to purchase and acquire the recreation management and reservation system software licenses, equipment and services from VSI, upon Board approval.

### FISCAL IMPACT STATEMENT:

This project will allow the Department to improve, process and track all activities, programs, membership accounts, rental facilities and sports schedules offered throughout the various facilities in the City of Los Angeles and integrate the database for accounting applications, marketing, and reporting purposes. It is probable that the new system will generate increased utilization and rental of Department facilities and more participation in sports activities, classes, and programs. Funding for this project will be from Department 89, Fund 302, Account 89712H - System Developments.

This Report was prepared by Gino Ogtong, Management Analyst II and reviewed by Alex Yee, Director of Systems, Finance Branch.

Attachment A

Software License Agreement executed on September 25, 2014, between the Palatine Park District and Vermont Systems, Inc.

**SOFTWARE LICENSE AGREEMENT BETWEEN  
PALATINE PARK DISTRICT AND VERMONT SYSTEMS, INC.**

This Software License Agreement ("Agreement"), made this \_\_\_\_ day of September, 2014 ("Effective Date"), by and between Vermont Systems, Inc., a Vermont corporation, 12 Market Place, Essex Junction, Vermont 05452 ("VSI") and the Palatine Park District, 250 Wood Street, Palatine, Illinois 60067, (the "Park District").

By this Agreement, VSI shall provide to Park District certain application software licenses, equipment, and services as described and set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed as follows:

1.0 Definitions.

1.1 Application Software. "Application Software" is defined as the computer readable instructions for the VSI licensed programs listed in Schedule A, Application Software, attached hereto and incorporated into this Agreement by this reference.

1.2 VSI Hosting System. "VSI Hosting System" is defined as the equipment, software, communications, data center attributes, and security provided by VSI to operate the Park District's licensed version of the Application Software. VSI Hosting System shall include, but not be limited to, the capabilities and features defined in Schedule B, Vermont Systems Cloud Computing Services, incorporated into this Agreement by this reference.

1.3 VSI Hosting Services. "VSI Hosting Services" are defined as the services provided by VSI to install and operate the Application Software on the VSI Hosting System. The VSI Hosting Services include, but are not limited to, the services and features defined in Schedule C, VSI Hosting Services, incorporated into this Agreement by this reference. VSI Hosting Services shall include full data replication of the Park District's licensed Application Software and data to the VSI remote data center in Denver Colorado and emergency cut-over to live processing at the Denver data center in the event of a failure in the Tech Vault Data Center system that operates the Park District's licensed Application Software and data. Such emergency cut-over shall be performed within the timeframes defined in item 19 of Schedule C.

1.4 VSI Hosting Solution. "VSI Hosting Solution" is defined as the VSI Hosting System and the VSI Hosting Services.

1.5 POS and Membership Equipment. "POS and Membership Equipment" is defined as the Equipment listed on Schedule D, incorporated into this Agreement by this reference.

2.0 Hosting, Software and Equipment Price. The Park District will pay to VSI:

- 1) The Application Software Price as set forth in Schedule E for the right to use the Application Software as described herein.
- 2) The VSI Hosting Solution Monthly Fee as set forth in Schedule E for the use of the VSI Hosting Solution.
- 3) The Total Equipment Price as set forth in Schedule D for the purchase and installation of the POS and Membership Equipment provided by VSI as described herein, provided the Park District elects to have VSI provide the POS and Membership Equipment. The Park District may increase or decrease the quantity of each component of the POS and Membership Equipment prior to shipment of the equipment.

3.0 Project Defined; Schedule. The "Project" shall include the Installation, Training, and Acceptance Testing described in this Agreement. The installation and implementation of the Application Software shall be performed within the timeframes defined in the project schedule set forth in Schedule F, Project Schedule. In addition, the completion and delivery of any portions of the Project shall be made in accordance with the Project Schedule. Time is of the essence of this Agreement. The Parties may, upon prior written mutual agreement, accelerate or delay the Project Schedule. VSI shall make the required VSI personnel resources available to enable the Park District to be operating live on the Application Software for the 2015 spring season. All live spring 2015 programs must be entered into the VSI system by February 4, 2015 and the system must be ready for live resident registrations on March 2, 2015.

4.0 Payment. Payment for the Application Software will be made according to the schedule set forth in Schedule G, Payment Schedule. For each payment outlined in Schedule G, VSI shall submit an invoice to the Park District's project manager. All invoices shall be processed in compliance with the Local Government Prompt Payment Act.

The Park District shall be charged for all training services as those services are provided to the Park District. At the beginning of each month VSI shall provide the Park District with an invoice for the training services that were performed in the previous month. The cost of the training services shall not exceed the VSI Services amount listed on Schedule E without the Park District's prior written approval. The Park District shall not be required to use and pay for all of the training services defined on Schedule E.

Payment for the VSI Hosting Solution will be made as set forth in Schedule G, Payment Schedule.

5.0 POS and Membership Equipment Shipment. Shipment of the POS and Membership Equipment to the Park District's site shall be made by VSI in an acceptable mode of transportation to provide utmost protection of the equipment. The POS and Membership Equipment shall be shipped for inside delivery and delivered to the location specified by the Park District. Park District, at its sole option, may request multiple, partial shipments of the POS and Membership Equipment. VSI will not ship any of the POS and Membership Equipment without prior authorization by the Park District.

6.0 Title. VSI represents and warrants to the Park District that, upon the Park District's payment in full of all monies due under this Agreement for the POS and Membership

Equipment; (i) the Park District shall receive good title to the equipment free and clear of all claims, liens, encumbrances, and all other defects of title; and (ii) VSI shall defend and indemnify the Park District, at VSI's expense, from and against any action or claim brought against the Park District by any third party based on the third party's claim of any ownership interest in the equipment.

7.0 Documentation. The Application Software documentation (referred to as "Documentation") shall include, but not be limited to, the following components: Software Installation and Configuration Instructions, Installation Planning Guide, RecTrac and WebTrac User Reference Manuals, RecTrac and WebTrac Reports Manuals, Demonstration Practice Tutorials, RecTrac and WebTrac Demonstration Practice Databases, and the table/file layouts and relationships for all tables/files used by the Application Software. In the event that the Park District is required to convert the data from the Application Software to another application software system, needs to integrate data from the Application Software with another software product, requires custom reports to be created, or obtains the right to use the Source Code as defined below in section 14.0, the Park District shall have the right to provide a third party firm with any data and the table/file layouts and relationships that the third party firm needs, provided that the third party firm executes an agreement prohibiting it from disclosing, distributing or using the techniques contained in the table/file layouts and relationships to, or for any party other than the Park District or for a commercial purpose other than providing software or services to the Park District. Park District personnel shall have the right to use the table/file layouts and relationships for internal Park District use.

8.0 System Specifications. The VSI Response to the Palatine Park District RFP ("RFP Response"), herein incorporated by reference, and the Documentation shall become the system specification ("System Specification") and will constitute the functional specifications for the Application Software. If a conflict exists between the RFP Response and the Documentation, the RFP Response shall control.

9.0 Application Software Installation. Following the execution of this Agreement, VSI shall install the Application Software on the VSI Hosting System on November 3, 2014 and provide the necessary VSI Hosting Services to make the Application Software operational ("Installation"). VSI shall provide, at no additional charge to the Park District, unlimited telephone support to assist Park District or Park District's agent with completing any installation tasks that must be performed by the Park District. The Installation of the Application Software will make the Application Software ready for the Park District's intended use. Installation shall include, but shall not be limited to, the following: (i) the verification by the Park District, of the Application Software's successful Installation through the execution of a demonstration routine designed by VSI and performed by Park District personnel, certified in writing by Park District or Park District's agent of the successful execution of the demonstration routine; (ii) the generation of all master tables/files, initialized, and able to accept the Park District's data; (iii) the establishment of all default values required by programs; (iv) installation of the programs or commands necessary to enable all of the Park District's workstations to access and operate the Application Software; (v) the creation of menu(s) and/or icons on each of the Park District's workstations to give personnel with valid log-on security access to programs; (vi) installation of the programs or commands necessary to enable any printed output from the Application Software to print on any Network printer that has been defined in a network printer selection menu; (vii) assist Park District personnel with

installing, implementing, and testing the POS and Membership Equipment, the Vermont Integrated Client software, and all other required software, on Park District workstations to enable POS and membership peripheral equipment to operate with the Application Software; (viii) installation of the equipment and software to enable the Application Software to interface with the credit card processing system that is integrated with the Application Software to allow credit card transactions to be automatically processed by the Application Software; (ix) installation and integration of the Musco remote lighting interface with the Application Software; (x) delivery of all Documentation; (xi) installation and configuration of the Internet Registration system to allow the Internet Registration system to process customer registrations; (xii) development and installation of the interface to enable program data from the Application Software to be integrated with a desktop publishing application to assist with the brochure creation process; (xiii) install two (2) separate test systems and databases allowing Park District users to independently test the Application Software; (xiv) assist with uninstalling the test systems and databases after Application Software testing is completed (as requested by the Park District). The Installation shall include a separate database for the Park District's system. The Park District shall not share a database with other VSI clients.

The Park District will be implementing a new accounting system after the completion of the VSI RecTrac and WebTrac implementation. When the Park District implements the new accounting system VSI agrees to develop, install, and assist with the testing of the interfaces to enable general ledger transactions and refund transactions to be extracted from the system in the format required by the new accounting system at the prices quoted by VSI..

10.0 Training. VSI will provide training to train as many personnel as Park District deems necessary in the complete and proper use and operation of the Application Software ("Training"). VSI will provide Park District with twenty eight (28) days of training at the cost as defined in Schedule D plus estimated travel expenses as defined in Section 15.0. Training will be conducted by VSI trainers live and in person at Park District's offices in Palatine, Illinois and will consist of sessions between a VSI instructor and such of its personnel as Park District designates.

Any Training requested by Park District in addition to the twenty eight (28) days of training will be provided by VSI at the base rate of seven hundred fifty dollars (\$750.00) per eight hour day of training for two years from the execution of this Agreement. After two years from the execution of this Agreement, VSI will provide Training at the lower of the following rates:

- (a) the then prevailing rate generally charged to other customers of VSI
- or
- (b) a three percent (3%) increase per year to the base rate in effect for the Park District during the previous year.

#### 11.0 Application Software Acceptance Testing.

11.1 Acceptance Testing. Upon completion of the Installation and Training (the "Install/Training Completion Date"), Park District will test the Application Software on the VSI Hosting Solution to determine whether the Application Software, used in conjunction with the VSI Hosting Solution, operates in accordance with the Acceptance Tests set forth in Section

11.2 below ("Acceptance Testing"). All such Acceptance Testing will be conducted by Park District personnel at the Park District's site and completed in accordance with the Project Schedule as shown in Schedule F of this Agreement.

11.2 Acceptance Tests. The following testing criteria will be used by the Park District in testing the Application Software ("Acceptance Tests"):

- a) The Application Software meets the specifications and functions set forth in the System Specification;
- b) The Application Software, operating on the VSI Hosting Solution, is capable of running a variety of data on a repetitive basis without failure;
- c) All Application Software is able to operate on any Park District input device and all input devices are able to simultaneously run the Application Software. In addition thereto, up to thirty-nine (39) input devices on the Park District's system are able to simultaneously run the Application Software;
- d) The POS and Membership Equipment operate properly with the Application Software;
- e) Credit card transactions are able to be processed by the Application Software;
- f) All Documentation has been delivered and accurately reflects the operation of the Application Software;
- g) Registrations are able to be processed using the WebTrac Internet Registration system.
- h) General ledger account transactions and refund transactions are able to be exported out of the Application Software in the format required by the Park District's accounting system.
- i) One LIVE database and one test (training) database have been installed.

The determination of the satisfaction of the test criteria during the Acceptance Tests shall be solely at the discretion of the Park District.

11.3 Review and Correction. Park District will either (i) notify VSI in writing that the Application Software meets the Acceptance Tests and is accepted by Park District, (referred to as "Application Software Acceptance"); or (ii) notify VSI in writing that the Application Software fails to meet the Acceptance Tests. If Park District fails to notify VSI that the Application Software fails to meet the Acceptance Tests within forty five (45) days after the Install/Training Completion Date, the Application Software will be deemed accepted.

If Park District notifies VSI that the Application Software does not meet any or all of the Acceptance Tests, Park District will set forth a list of the errors or omissions which have caused the Application Software not to meet the Acceptance Tests. After notification of a

failure of the Application Software to meet the Acceptance Tests, VSI shall have ten (10) business days from the date that VSI receives the list of errors and omissions to modify or improve the Application Software to meet the Acceptance Tests. The modified Application Software will then be retested in the same manner as described above in Section 11.2 and Section 11.3. The Park District shall provide an Application Software Acceptance for any of the Acceptance Tests which are satisfactorily performed and, if applicable, a notice that an Acceptance Tests failed within the forty-five (45) day period referenced in this section 11.3 above.

## 12.0 Application Software Warranties.

12.1 Warranty of Operation. VSI warrants that the Application Software used in conjunction with the Network shall operate in accordance with the System Specifications ("Warranty of Operation"). Any errors or non-conformances to the System Specification shall be corrected by VSI at no charge to Park District.

VSI shall provide Park District with unlimited support at no charge to Park District for ninety (90) days from the first day of the month following availability of the hosted application for District use, after which time, support will be provided to the Park District under the terms of a maintenance agreement with VSI.

12.2 Patent and Copyright Indemnification. VSI covenants and represents that the Application Software and all related materials supplied to Park District hereunder do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party. VSI shall indemnify, defend and hold harmless Park District in the manner described in Section 21.0 from any suit or proceeding brought against Park District by reason of any such infringement or any wrongful use. VSI shall in no event consent to any injunction, accounting or other equitable remedy which results in any expense to the Park District or its inability to operate the Application Software in accordance with the System Specifications without the Park District's prior consent, such consent not to be unreasonably withheld.

If use of the Application Software by the Park District is enjoined by any such action, VSI shall, at its sole cost and expense and with the agreement of the party pursuing such action either:

- (a) obtain the right for the Park District to continue using the Application Software;
- or
- (b) replace or modify the Application Software in question so that there is no longer any infringement, provided that the Application Software in question functions and performs in substantial compliance with the System Specifications, as determined in the Park District's reasonable discretion, and provided further that any and all training, hardware and other costs occasioned by such replacements or modifications are borne by VSI.

The obligations under this paragraph shall survive termination of the within license or this Agreement or both.

12.3 Warranty of Compatibility with POS and Membership Equipment. VSI understands that Park District intends to use the Application Software in conjunction with the POS and Membership Equipment defined herein; accordingly, VSI represents and warrants that the Application Software shall be fully compatible with the POS and Membership Equipment. If the District upgrades to operating systems that are no longer compatible with the POS and Membership Equipment defined herein, it recognizes that this problem is beyond VSI's control. However, VSI will cooperate with the District to resolve any incompatibility issues that might occur.

12.4 Pre-programmed Termination Warranty. VSI represents and warrants that the Application Software and any future version, release or update to the Application Software (or any portion thereof) does not contain any timer, clock, counter or other limiting design or routine which causes such Application Software or data (or any portion thereof) to become erased, inoperable or otherwise incapable of being used in the full manner for which it is designed and licensed pursuant to this Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor or event.

If there is a timer, clock, counter or other limiting design or routine in the Application Software or any future version, release or upgrade to the Application Software (or any portion thereof), as defined in this section, VSI shall immediately remove said timer, clock, counter or other limiting design or routine from the Application Software (or any portion thereof) and immediately correct, at no cost to Park District, any data or any software that was affected by said timer, clock, counter or other limiting design or routine.

12.5 PCI Compliance Warranty. VSI warrants that the VSI Hosting Solution and the Application Software and all future updates, revisions, releases, and new versions of the Application Software shall be fully compliant with all Payment Card Industry (PCI) required processing and standards. VSI shall provide the Park District with the required certifications, reports, and test results that verify the PCI compliance of the VSI Hosting Solution and the Application Software. Any hardware, network, or operations costs associated with PCI compliance will be the responsibility of VSI if hosting related and Palatine Park District if customer related.

12.6 ADA Compliance. VSI warrants that the Application Software and all future updates, revisions, releases, and new versions of the Application Software shall be in full compliance with all ADA guidelines and requirements, including section 508 standards. If, at any time during the term of this Agreement, VSI is made aware that the Application Software does not conform to the then current ADA guidelines and requirements, VSI shall immediately correct such non-conformances at no additional charge to the Park District. There may be certain features such as Touch POS that simply do NOT have an ADA workaround and thus would not be considered ADA compliant. In situations such as these, VSI will notify Palatine and Palatine will have the option of removing the feature if practically possible. If technical capabilities advance and allow a non-compliant feature to become compliant, VSI will make these changes at no cost to the Park District.

13.0 Termination of Agreement. Upon termination of the Agreement, for any reason except default by VSI, each party shall return to the other party all papers, materials and

properties of the other party held for purposes of executing the Agreement. VSI may terminate this Agreement only if Park District is in default of the Agreement as defined in Section 19.0. Park District may terminate this Agreement at any time upon one month's prior written notice to VSI or as defined in Section 20.0. If Park District terminates this Agreement for any reason other than VSI's default of the Agreement, VSI may discontinue any license granted to Park District under this Agreement.

14.0 Source Code Escrow. The application source code ("Source Code") for all of VSI software is held in escrow by written agreement by VSI's escrow agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452. VSI agrees to place a current copy of the Application Software Source Code in escrow upon Application Software Acceptance and upon the release of each future update, revision, release or new version of the Application Software. If VSI defaults in providing software maintenance support due to company failure, ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, or if VSI is in default of the Software Maintenance Agreement Between Palatine Park District and Vermont Systems, Inc. dated \_\_\_\_\_, or if VSI is in default of this Agreement, then the Source Code will be made available to the Park District by the escrow agent for the Park District's use only. Confirmation that the source code has been placed in escrow made be made by the Park District to VSI's escrow agent at any reasonable time. VSI shall cause its escrow agent to provide written confirmation that the source code has been escrowed within five business days after the Effective Date of this Agreement.

15.0 Out-of-Pocket Expenses. The Park District is responsible for reimbursing VSI for all reasonable expenses actually incurred by VSI, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Park District. The training days will be devoted to the Park District and the Park District will be responsible for the expenses associated with those training days. VSI will attempt to coordinate any future training with other VSI customers in the Chicago area in order to reduce costs by sharing expenses among multiple VSI customers. The estimated travel expenses are \$17,490.00 for the Application Software implementation which is based on four (4) on-site RecTrac training sessions of five (5) days each, one (1) on-site RecTrac training session of three (3) days, one (1) on-site WebTrac training session of five (5) days, and 1 eight (8) hour remote WebTrac training session conducted via Webex. For each trip to Palatine to perform training, VSI will charge the Park District for travel time at the rate of three hundred seventy five dollars (\$375.00) per person per trip. Any travel expenses incurred by VSI in excess of the above stated amounts must be pre-approved by the Park District; otherwise the Park District will not be responsible for those excess expenses. At the request of the Park District, VSI shall provide the Park District with receipts for all expenses that are billed to the Park District.

16.0 Taxes. VSI and Park District acknowledge and agree that Park District is exempt from the imposition of any taxes arising from the transaction contemplated by this Agreement and Park District has presented VSI with evidence demonstrating such exemption. Park District shall not be responsible for any taxes which accrue to VSI or

otherwise as a result of the income realized from the products or services sold or provided under this Agreement.

17.0 License. VSI hereby grants Park District a perpetual, nontransferable, non-exclusive license under the terms of this Agreement to use the Application Software. At the Park District's sole option, all terms and conditions of this Agreement shall apply to any additional VSI software modules licensed to the Park District. Nothing herein shall be construed to terminate the Licenses herein granted in the event any contract for maintenance services between the parties expires or is otherwise terminated.

The license includes thirty nine (39) concurrent user licenses of the Application Software. The Park District may purchase additional concurrent user licenses at the cost of three hundred dollars (\$300.00) per additional concurrent user license. The cost to increase the number of concurrent user licenses shall remain at three hundred dollars (\$300.00) for each additional concurrent user license for two years after the execution of this Agreement after which time the cost to increase the number of concurrent user licenses shall be the lower of the following:

(a) an annual percentage increase which shall not exceed the annual percentage increase charged to any other VSI customer;  
or

(b) an annual increase which shall not exceed three percent (3%) per year to the base rate of three hundred dollars (\$300.00) per additional concurrent user.

The license includes fifty (50) WebTrac Workgroup Agents. The Park District may purchase additional WebTrac Workgroup Agents at the cost of two hundred fifty dollars (\$250.00) per five (5) additional Agents. The cost to increase the number of WebTrac Workgroup Agents shall remain at two hundred fifty dollars (\$250.00) for five (5) additional Agents for two years after the execution of this Agreement after which time the cost to increase the number of Agents shall be the lower of the following:

(a) an annual percentage increase which shall not exceed the annual percentage increase charged to any other VSI customer;  
or

(b) an annual increase which shall not exceed three percent (3%) per year to the fee for five (5) additional Web Trac Workgroup Agents paid by the Park District in the previous year. .

The Park District may elect to rent five (5) additional WebTrac agents at the rate of one hundred twenty five dollars (\$125.00) per week.

18.0 VSI Hosting Solution Monthly Fee. VSI shall provide Park District with the VSI Hosting Solution (Platinum option) at the monthly fee defined in Schedule E for three (3)

years after the execution of this Agreement, after which time the VSI Hosting Solution monthly fee shall be the lower of the following:

(a) an annual percentage increase which shall not exceed the annual percentage increase charged to any other VSI customer;

or

(b) an annual increase which shall not exceed three percent (3%) per year to the VSI Hosting Solution monthly fee charged to the Park District in the previous year.

19.0 Performance of Work. VSI agrees to perform faithfully, industriously, and to the best of VSI's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. VSI shall perform all of its duties hereunder according to the Park District's requirements and procedures. The Park District shall be the sole judge of whether VSI's duties are performed satisfactorily.

20.0 Default by Park District. The nonpayment or nonperformance of any material obligation under this Agreement of Park District shall not be deemed a default unless Park District fails to cure the default within thirty (30) business days after written notice to Park District of such nonpayment or nonperformance, or, if the default cannot be cured within thirty (30) days, the Park District commences to cure the default within the thirty (30) day period and completes the cure of the default within a reasonable time (the "Cure Period"). If Park District fails to cure such default within the Cure Period, or, prior to complete payment under the terms of this Agreement, ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act, then VSI may discontinue any and all licenses for the Application Software or terminate this Agreement. Any nonpayment or nonperformance by the Park District which is the result of a dispute between the parties to this Agreement shall not be considered a default by the Park District.

21.0 Default by VSI. The nonperformance of any obligation of VSI shall not be deemed a default unless VSI fails to cure the default within thirty (30) days after written notice to VSI of such nonperformance; provided, however, VSI's time to cure a default under Sections 11.3, 12.4, 12.5, and 12.6 shall be the time set forth in that section and not thirty (30) days. If VSI fails to cure such default, ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, then Park District at its sole option may do any one or more of the following: (i) terminate this Agreement; (ii) suspend any payments due under the Agreement; (iii) pursue any remedy available to it at law or in equity in addition to any specific rights or remedies set forth in this Agreement; (iv) immediately obtain the Source Code from VSI's escrow agent, as defined in Section 14.0; (v) continue to use the Application Software, Source Code and Documentation for as long as Park District deems necessary for the sole purpose of operating Park District's business needs. Each of the aforesaid rights and remedies are cumulative and the Park District's

election of one shall not be deemed to be exclusive of the election of any other of the rights and remedies herein described.

**22.0 Indemnification and Insurance.** To the fullest extent permitted by law, VSI agrees to protect, defend, indemnify and hold the Park District, its commissioners, officers, officials, agents, and employees, (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, suits, causes of action, losses, damage to property, demands, injury or death, costs and expenses, arising from or in connection with the services performed or equipment provided by VSI, or otherwise in consequence of this Agreement or arising out of or being in any way connected with VSI's performance or failure to perform, wrongful act or negligence of VSI, its officers, directors, employees, subcontractors, sub-consultants, volunteers or agents, under the Agreement except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. VSI shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of VSI's breach of any of its obligations under, or VSI's default of, any provision of this Agreement. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by any of the Indemnified Parties. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. Further, the indemnity contained in this section shall survive the expiration or termination of the Agreement. VSI shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of VSI provided that the Park District shall have the right to designate separate counsel to defend the Park District in which event the fees and expenses of such counsel shall be paid by VSI.

The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation VSI's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to VSI's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of VSI or any of VSI's employees, subcontractors, sub-consultants, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of VSI.

VSI shall promptly provide, or cause to be provided, to the Park District and the Park District counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with VSI's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

VSI shall keep in full force and effect and maintain at its sole cost and expense the policies of occurrence based insurance during the entire duration of the work performed on the Park District's premises. The Indemnified Parties shall be named, identified or endorsed as additional insured parties on the policy of insurance.

VSI shall maintain insurance limits no less than the following:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
2. **Professional Liability Insurance:** VSI shall maintain professional liability and if necessary commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.
3. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. . Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
4. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident. or bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, VSI waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to VSI's work.

The liability limits described herein above may be satisfied in part with an umbrella policy provided its coverage is no narrower than the primary liability policies herein described.

VSI's insurance shall contain Severability of Interests/Cross Liability coverage stating that VSI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurance companies shall maintain at least an A VII rating in the most current publication of Best's Policyholder Guide and shall be licensed to do business in Illinois.

Such insurance shall be primary insurance and any other valid insurance existing for the Park District's benefit shall be excess of such primary insurance. VSI shall obtain such endorsements to its policies of insurance as are necessary to cause the policies to comply with the requirements stated herein.

Certified copies of the policies of insurance required above shall be furnished to the Park District by VSI prior to commencement of any work to be performed. All such policies or certificates shall contain no less than thirty (30) days prior written notice to the Park District of cancellation, non-renewal or material change in the insurance by certified or registered mail, return receipt requested. Any failure of the Park District to require proof of insurance or obtain receipt thereof prior to commencement of any work shall not be found to be a waiver of VSI's requirement to procure or maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. VSI shall provide certified copies of all insurance policies required above within 10 days of the Park Districts' written request for said copies.

VSI shall cause each subcontractor employed by VSI to purchase and maintain insurance of the type specified above. When requested by the Park District, VSI shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Any deductibles or self insured retentions must be declared to the Park District. At the option of the Park District, VSI may be asked to eliminate such deductibles or self insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

23.0 Limitation of Liability. Except for the warranties specified in Section 12.0, VSI grants no warranties, either expressed or implied, including, but not limited to any implied warranties or merchantability or fitness for a particular use.

24.0 Confidentiality of Park District Information. VSI acknowledges that all material and information supplied by Park District which has or will come into the possession or knowledge of VSI in connection with VSI's performance is to be considered Park District's confidential and proprietary information, disclosure of which information to or use by third parties will be damaging or which disclosure may be prohibited by law. VSI agrees to hold such material and information in strictest confidence, not to make use of it other than for performance as defined in this Agreement, to release it only to VSI employees needing to know such information, and not to release or disclose it to any other party or otherwise violate applicable law with respect to any disclosure of information. The Park District's damages arising from VSI's violation of this provision are difficult to ascertain and for which there is not a sufficient remedy at law.

25.0 Delivery Costs. VSI shall be responsible for the cost of media and delivery of the Application Software and Documentation to Park District's facility.

26.0 Risk of Loss. The risk of loss or destruction for the Application Software, Documentation, and POS and Membership Equipment regardless of the cause, shall be the responsibility of VSI until the Application Software, Documentation, and POS and Membership Equipment have been delivered to the Park District's premises, installed by VSI personnel, and accepted by Park District personnel. If any Application Software, Documentation, or POS and Membership Equipment is lost or damaged during shipment, delivery or installation, VSI shall replace it at no additional charge to Park District.

27.0 Future Application Software. VSI agrees that Park District shall have the right to upgrade the Application Software to future Application Software products at no additional cost

to Park District for the Application Software, provided that the Park District has a software maintenance contract with VSI in effect at the time of the upgrade.

VSI agrees that the Park District shall have the right to license the League Scheduling, POS Theatre/Venue Scheduling, Equipment/Site Rentals applications, and the Musco Remote Lighting Interface at the license fees and support fees defined in this section 26.0 for up to three (3) years from the execution of this Agreement. VSI agrees to install the League Scheduling, POS Theatre/Venue Scheduling, Equipment/Site Rentals applications and the Musco Remote Lighting Interface at no charge to the Park District. The Park District may operate all of those applications in a test environment to verify that the applications satisfy the processing requirements of the Park District. The Park District will pay VSI the license and maintenance fees defined in this section when any of the applications are used to process live transactions.

<u>Application</u>	<u>License Fees</u>	<u>Maint Fees</u>
League Scheduling		2250.00
POS Theatre/Venue Scheduling	7,000.00	
Musco Remote Lighting Interface		
Equipment/Site Rentals		
WebTrac POS Theatre/Venue Scheduling		
WebTrac League Scheduling		
WebTrac Equipment/Site Rentals		
WebTrac Workgroup 5 Additional Agents	5,000.00	

**28.0 Compliance With All Laws.** This Agreement, including all Schedules attached hereto and/or incorporated by reference herein, shall be governed and construed in accordance with the laws of the State of Illinois. VSI shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of this Agreement including without limitation all applicable laws, rules and regulations pertaining to equal employment opportunity. In furtherance and not in limitation of the foregoing, VSI specifically represents and certifies to Park District that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and it complies with the equal employment opportunity provisions of 775 ILCS 5/2-105, including maintaining a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A)(4). Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act, of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations. Any breach by VSI of the foregoing laws, regulations and rules shall constitute a breach by VSI of this Agreement.

**29.0 Assignment.** VSI shall not assign or transfer this Agreement to any other person or entity without the written consent of the Park District, which shall not be unreasonably withheld. The Park District shall not assign or transfer this Agreement to any other person or entity without the written consent of VSI, which shall not be unreasonably withheld. Any

assignment approved hereunder shall not relieve the assignor of any liability which has accrued under this Agreement unless the assignee executes an Assumption Agreement reasonably satisfactory to the non-assigning party.

**30.0 Partial Invalidity.** If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and such invalid or unenforceable provision will be limited and curtailed only to the extent necessary for it to be valid and enforceable.

**31.0 Waiver of Breach.** No term of this Agreement shall be deemed waived or breach-excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**32.0 Headings.** The headings contained in this Agreement are for convenience and reference purposes only and do not in any way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect the meaning or interpretation of this Agreement.

**33.0 Notices.** All notices, demands, requests, and other communications required or permitted to be given by either party under this Agreement shall be in writing and:

(a) shall be sent by a nationally recognized overnight courier, in which event notice shall be deemed delivered one (1) business day after deposit with that courier; or

(b) shall be sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail.

The addresses of the parties to this Agreement are as follows:

Vermont Systems, Inc.  
12 Market Place  
Essex Junction, VT 05452  
Attention: Mr. Giles Willey

Palatine Park District  
250 East Wood Street  
Palatine, Illinois 60067  
Attention: Mr. Elliott Becker

**34.0 Entire Agreement.** This Agreement and the attached schedules: Schedule A, Application Software, Schedule B, Vermont Systems Cloud Computing Services, Schedule C, VSI Hosting Services, Schedule D, POS and Membership Equipment, Schedule E, Application Software Price, Schedule F, Project Schedule, and Schedule G, Payment Schedule, constitutes the entire Agreement between VSI and Park District.

**35.0 Relationship of the Parties.** The relationship between VSI and the Park District is that of an independent contractor. VSI shall supply all personnel, equipment, materials,

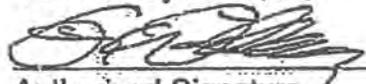
and supplies at its own expense, except as specifically set forth herein. VSI shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. VSI is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

36.0 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or VSI, and/or any of their respective officials, officers and/or employees.

37.0 Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

*Signatures are on the next page*

Palatine Park District  
  
\_\_\_\_\_  
Authorized Signature  
Michael Crank  
Printed Name and Title  
9.25.14  
\_\_\_\_\_  
Date

Vermont Systems, Inc.  
  
\_\_\_\_\_  
Authorized Signature  
GILES W. KELLEY, PRESIDENT  
Printed Name and Title  
9/25/14  
\_\_\_\_\_  
Date

**SCHEDULE A  
APPLICATION SOFTWARE**

The following is a list of the Application Software:

**Application Software**

- Activity Registration
- Facility Reservation
- Pass Management Photo
- Point-of-Sale/Inventory Control/Tickets
- Trip Reservations
- Incident Processing and Reporting
- Systems Administration
- AP Batch Refund Interface
- General Ledger Interface
- Activity Registration Custom Brochure Interface
- Pass Management Ext Integration
- VSI Credit Card External Redirect Interface
- Web Internet Software
  - WebTrac Internet Software 26-39 RecTrac Users
  - WebTrac Activity Registration
  - WebTrac Pass Registrations/Renewals
  - WebTrac Trip Reservations
  - Mobile RecTrac
  - Mobile WebTrac
  - WebTrac Workgroup Base 25 Agents
  - WebTrac Workgroup Additional 25 Agents (50 total Agents)
  - WebTrac Standard Brochure Interface
  - WebTrac First Style Sheet Service Initial and Major
  - Standard Splash Page Options

## **SCHEDULE B**

### **VERMONT SYSTEMS CLOUD COMPUTING SERVICES**

#### **1. Complete Managed Hosting Services:**

VSI owns and manages redundant servers and communications devices that are installed at the Tech Vault data center. These systems are operational on a 24/7/365 basis. VSI provides its hosting services customers with Progress Deployment software support, Progress RDBMS database support, and extended hours Pager support as described in VSI's current Sales & Support Policies. Initially, this includes live hosting phone support from 8:00am to 8:00pm, Monday – Friday, plus no charge Pager support for all other 24/7 hours. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

#### **2. Tech Vault Data Center Base Hosting Services:**

Tech Vault, a VSI business partner, assists VSI to provide complete data center hosting services for VSI customers. Tech Vault has a Green Building Council Gold Certification and is HIPAA, PCI-DSS, LEED Silver, and SSAE-16 certified. They are currently in the process of LEED Gold certification.

##### **Data Center Space:**

- APC InfraStruXure In-Row cooling and humidification technology with multi-stack chillers/cooling towers.
- Uses Schneider Electric LAN Integrated Continuum software to manage facility operations and data collection.
- APC Keycard rack security.
- HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

##### **Data Center Cooling & Environment:**

- APC industry-leading In-Row cooling with integrated humidification.
- Cooling accommodates standard, high density, and super high density rack environments.
- Fully redundant N + 1 architecture.

##### **Security & Access:**

- Man-Trap access-only with dual-factor finger biometric scan and integrated HID proximity reader.
- Keycard and biometric facility access.
- Authorized VSI access 24/7/365.
- Video surveillance cameras, internal and external, 24/7/365 basis.
- Located next door to South Burlington Police Department.

##### **Power:**

- Data Center UPS infrastructure uses APC's Symmetra systems.
- Fully redundant N + 1 dual-power feeds from APC PDU's.
- Automatic generator back-up systems dual 800kw diesels.

**Internet Services:**

- Data Center is ISP Carrier neutral facility.
- Two tier-one providers -- Level 3 and Fairpoint.
- Tech Vault is a node on each carrier's regional SONET ring.
- Dual fiber routes installed from both providers.
- Virtually unlimited internet capacity available.
- Internet utilizes Border Gateway Protocol to provide 100% Internet availability.

**Additional Tech Vault Features:**

- 24/7/365 Facility Environmental Monitoring by Tech Vault staff.
- 3M NOVEC 1230 Clean Agent Fire Suppression Agent.
- Hardware Monitoring (SNMP) and Diagnostics.
- Operating System Monitoring and Patch Management.
- Network documentation, diagram, and copies of configuration files.
- Environmental Rack Reporting (Power, Cooling, Security, & Bandwidth Utilization).
- 100% uptime for bandwidth and power.

**SCHEDULE C  
VSI HOSTING SERVICES**

Item	Description	Silver	Gold	Platinum
1.	Flat monthly fee (no transaction fees) based on Service Level and number of concurrent users.	Yes	Yes	Yes
2.	No forced convenience fee passed on to patrons. VSI customer can elect to charge a convenience fee to the patron for WebTrac transactions, but this is a user-defined parameter.	Yes	Yes	Yes
3.	Servers managed by VSI in one of two secure data centers located in eastern and western regions of the United States. All server hardware and operating system maintenance is provided by trained VSI professionals.	Yes	Yes	Yes
4.	All VSI application updates will be published by VSI in advance and will be automatically loaded by customer workstations at next login.	Yes	Yes	Yes
5.	All VSI application upgrades will be performed by VSI. These upgrades will involve "planned" downtime and will be coordinated with the customer during off-peak hours. Program updates related to these upgrades will be deployed normally through the VSI Deployment Server.	Yes	Yes	Yes
6.	Test application upgrades performed prior to the live database upgrade so that a customer will have an accurate understanding of the planned downtime period needed to perform the upgrade.	Chargeable	Chargeable	Yes
7.	After Image (.AI) snapshot window in minutes. These snapshots reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage".	180	120	60
8.	Daily Live Database Backups and nightly off-premise backups are performed by VSI on a rolling 7 day basis. In addition, VSI maintains a rolling quarter-end backup and a rolling annual backup for three years.	Yes	Yes	Yes
9.	Receipt, photo, button, and other similar PDF, JPG, DAT, BMP, and D files that exist outside the application database will be organized by VSI. In addition, these files will be archived daily using the normal backup schedule covered in Item #8.	Yes	Yes	Yes
10.	Toll Free phone support including WebEx diagnostic sessions.	Yes	Yes	Yes

Item	Description	Silver	Gold	Platinum
11.	ODBC Connection for third party access to reporting database updated once every 24-hours to accommodate dashboards and custom reporting.	Chargeable	Chargeable	Yes
12.	Redundant servers, power supplies, bandwidth in and out of the hosted servers, network connections, RAID 10 disk arrays, and SAN/NAS configuration.	Yes	Yes	Yes
13.	Monthly third party external PCI scan provided by Trustwave	Yes	Yes	Yes
14.	Automatic checks every "X" minutes to be sure WebTrac home page is accessible.	90 Min	60 Min	30 Min
15.	Library of WebTrac Splash Pages available for loading into a customer's hosted database.	Chargeable	50% Disc	Yes
16.	WebTrac Style Sheet and image changes forced by a VSI enhancement or update will be updated by VSI.	Yes	Yes	Yes
17.	Staff training using phone and WebEx when applicable. These hours can be used to train new staff; refresher sessions for existing staff; or to learn a new function in a VSI hosted application. Each training segment is a maximum of four hours and is limited to number of sessions listed.	Chargeable (Standard Training Rate Applies)	One Session	Two Sessions
18.	Library of Membership Card, Gift Card, and Ticket templates available for loading into a customer's hosted database.	Yes	Yes	Yes
19.	Maximum recovery time associated with any unplanned outage.	12 Hours	6 Hours	2 Hours
20.	24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Standard application software support services become effective, as soon as a user can login into RecTrac.	Yes	Yes	Yes
21.	LIVE to DEMO database copies performed by VSI during standard support hours. Number in this column represents the copies allowed per month at no additional charge.	1	2	4
22.	Web Agents included for processing both staff and patron functions. Each agent can service approximately 20 simultaneous requests per second. Additional Agents can be licensed or rented, if needed.	25	25	50

Item	Description	Silver	Gold	Platinum
23.	<p>Key data center facts:</p> <p>A) HIPAA-compliant facility built to Homeland Security specifications.</p> <p>B) Fully redundant N+1 architecture</p> <p>C) Man-Trap access only with dual-factor biometric scan and integrated HID proximity reader.</p> <p>D) Two Tier-One internet providers (Level 3 and Fairpoint) with dual fiber routes installed by both providers.</p> <p>E) Green Building Council Gold Certification</p> <p>F) PCI-DSS and SSAE-16 (formally SAS70) Certified</p>	Yes	Yes	Yes

**SCHEDULE D  
POS AND MEMBERSHIP EQUIPMENT**

POS and Membership Equipment

4	Microsoft LifeCam Studio Camera, Auto Focus 1080p
4	Adjustable Tripod Stands for LifeCam Cameras
18	Honeywell MS7580 Genesis Imager, 1D PDF417, USB
24	Magtek Dynamag, Mini MSR, 3Trk, USB, Non-encrypted
24	Star TSP143UII, 40 col Thermal USB printers with cutter
2	Thermal 1 Ply Paper, Plain, 50 rolls/case
20	MMF Advantage 17Wx18D cash drawers
1	Elo 2201L iTouch Monitor 22" LCD, Zero-Bezel
2500	Key Fob, Teslin, Preprinted

Total Equipment Price

**SCHEDULE E  
APPLICATION SOFTWARE PRICE**

<b>Application Software</b>	<b>License Fee</b>	<b>Maintenance Fee</b>
Activity Registration	\$2,750.00	\$490.00
Facility Reservation	\$2,750.00	\$490.00
Pass Management Photo	\$2,750.00	\$490.00
Point of Sale/Inventory Control/Tickets	\$2,750.00	\$490.00
Trip Reservations	\$1,950.00	\$350.00
Incident Processing and Reporting	no charge	no charge
System Administration	\$400.00	\$400.00
37 additional user licenses (39 total)	\$11,100.00	\$1,850.00
AP Batch Refund Interface	\$1,500.00	\$300.00
General Ledger Interface	\$1,500.00	\$300.00
Activity Registration Custom Brochure Interface	\$1,500.00	\$300.00
Pass Mgmt Ext Integration	\$450.00	\$180.00
VSI Credit Card External Redirect Interface	\$1,500.00	\$300.00
Web Internet Software (26-39 RecTrac users)	\$5,450.00	\$1,090.00
WebTrac Activity Registrations	\$1,450.00	\$290.00
WebTrac Pass Registrations/Renewals	\$1,450.00	\$290.00
WebTrac Trip Reservations	\$1,250.00	\$250.00
Mobile RecTrac	\$2,450.00	\$490.00
Mobile WebTrac	\$2,450.00	\$490.00
WebTrac Workgroup Base 25 Agents	\$1,250.00	\$250.00
WebTrac Workgroup Additional 25 Agents	no charge	no charge
WebTrac Standard Brochure Interface	no charge	no charge
WebTrac First Style Sheet Service Initial and Major	\$750.00	no charge
Standard Splash Page Options	\$500.00	no charge
<b><u>Third Party Products</u></b>		
Progress OpenEdge Workgroup Appl Server & RDBMS	\$10,250.00	\$1,974.00
<b>Application Software Price</b>	<b>\$58,150.00</b>	<b>\$11,064.00</b>
<b>VSI Services</b>		
Training (23 days RecTrac on-site training, 5 days WebTrac on-site training, 8 hours Remote WebTrac training)	\$21,800.00	
Estimated Travel Expenses	\$17,490.00	
VSI Hosting Solution (Platinum) Monthly Fee	\$1,850.00	

**SCHEDULE F  
PROJECT SCHEDULE**

The following is the Project Schedule for the implementation of the Application Software:

Date	Event
14 days after the execution of this Agreement	Installation of the Application Software on the VSI Hosting Solution*
60 days after the project start date**	Completion of the Training
45 days after completion of Training	Completion of the Acceptance Testing and Application Software Acceptance
Within 60 days after Application Software Acceptance	Live processing

\* Shipping and Installation of the POS and Membership Equipment will be at the sole option of the Park District as defined in section 5.0.

\*\* After the execution of the agreement, Park District and VSI shall identify the mutually agreed to project start date.

**SCHEDULE G  
PAYMENT SCHEDULE**

<u>Payment Date</u>	<u>Amount</u>	<u>Calculation</u>
Execution of Agreement	\$8,722.50	15% of the Application Software Price
Completion of Training	\$20,352.50	35% of the Application Software Price
Application Software Acceptance	\$14,537.50	25% of the Application Software Price
60 days after Application Software Acceptance or live processing, whichever is first.	\$14,537.50	25% of the Application Software Price
<b>Total Application Software</b>	<b>\$58,150.00</b>	

**Delivery of POS and Membership Equipment\* \$17,660.00**

**VSI Services\*\***

23 days on-site RecTrac training at \$750 per day	\$17,250.00
5 days on-site WebTrac training at \$750 per day	\$3,750.00
8 hours off-site WebTrac set-up at \$100 per hour	\$800.00

**Total VSI Services \$21,800.00**

**Travel Expenses\*\*\***

	<u>Estimated Unit Cost</u>	<u>Estimated Extended Cost</u>
<u>RecTrac</u>		
5 days travel time	\$375.00 per day	\$1,875.00
23 days travel expenses	\$330.00 per day	\$7,590.00
5 airfare tickets	\$1,000.00 per ticket	\$5,000.00
<u>WebTrac</u>		
1 day travel time	\$375.00 per day	\$375.00
5 days travel expenses	\$330.00 per day	\$1,650.00
1 airfare ticket	\$1,000.00 per ticket	\$1,000.00

**Total Estimated Travel Expenses \$17,490.00**

**VSI Hosting Solution Monthly Fee \$1,850.00**

\* Payment for the POS and Membership Equipment will be made when the equipment is delivered to the Park District.

\*\* The Park District will be charged for VSI services as the services are rendered.

\*\*\*The Park District will be charged the actual travel expenses incurred by VSI during the installation and training as they are incurred.



## Attachment B

Letter dated May 12, 2015 from Vermont Systems, Inc., to the City of Los Angeles, Department of Recreation and Parks authorizing the City of Los Angeles to utilize the contract between VSI and Palatine Park District for the purchase, licensing, installation, training, maintenance and support of a recreation management application software, and agrees to enter into a separate contract with the Department of Recreation and Parks in accordance with the terms and conditions of the Software License Agreement dated September 25, 2014.

# Vermont



Recreation & Parks Software

May 12, 2015

Gino Ogtong  
PO Box 86328  
Los Angeles, CA 90086-0328

Dear Gino,

Vermont Systems, Inc. (VSI) authorizes the City of Los Angeles, Department of Recreation and Parks to utilize the contract between VSI and Palatine Park District, Palatine, Illinois, for the purchase, licensing, installation, training, maintenance and support of a recreation management application software. VSI agrees to enter into a separate contract with the Department of Recreation and Parks in accordance with the terms and conditions of the Software License Agreement between Palatine Park District and VSI dated on September 25, 2014.

While VSI agrees to apply the terms of the Palatine Park District, Palatine, IL Agreement to the City of Los Angeles Agreement, the pricing will vary due to Enterprise vs Workgroup size database, the modules selected, the number of users, the number of onsite training days, optional hosting services selected, and POS hardware models and quantities selected.

Sincerely yours,

Giles N. Willey

President

Vermont Systems, Inc.

## Attachment C

Letter dated March 25, 2015 from Palatine Park District to the City of Los Angeles, Department of Recreation and Parks authorizing the City of Los Angeles to utilize the Palatine Park District contract terms and conditions for the purchase and acquisition of application software licenses, equipment and technical support, for the recreation management and reservation software.



March 25, 2015

City of Los Angeles  
Department of Recreation and Parks  
P.O. Box 86328  
Los Angeles, CA 90086-0328

Re: Palatine Park District Contract with Vermont Systems, Inc.

To Whom It May Concern:

The Palatine Park District of Palatine, Illinois authorizes the City of Los Angeles, Department of Recreation and Parks to utilize Palatine Park District contract terms and conditions for the purchase and acquisition of application software licenses, equipment and technical support, for the recreation and parks management and reservation software. The contract is based on Vermont Systems Quote #43781.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliott F. Becker".

Elliott F. Becker  
Superintendent of Finance

REPORT OF GENERAL MANAGER

NO. 15-195

DATE September 02, 2015

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH APN MEDIA, LLC FOR WI-FI PILOT PROGRAM AT DESIGNATED PARK LOCATIONS

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment (Amendment) to the Memorandum of Understanding (MOU), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP) and APN Media, LLC, subject to the approval of the Mayor and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Amendment to the Mayor for approval in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and
3. Authorize the General Manager to execute the Amendment, subsequent to all necessary approvals.

SUMMARY:

On December 10, 2014, the Board of Recreation and Parks Commissioners (Board) approved the MOU between the City of Los Angeles (City) and APN Media, LLC (APN) to implement a sponsor-supported, one-year, free Wi-Fi pilot program at the following six (6) parks: Echo Park Lake, Pershing Square Park, Griffith Observatory, Reseda Park, Venice Beach, and Cabrillo Beach & Marine Aquarium (Report No. 14-291). This pilot program aims to narrow the digital divide for our

REPORT OF GENERAL MANAGER

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residents and collect data to inform RAP Management and staff regarding park attendance and the viability to maintain and expand Wi-Fi throughout the City parks system.

The purpose of this Amendment is to continue the Wi-Fi pilot program for an additional year to continue our efforts to explore sponsorship avenues, establish a standardized data reporting process to inform RAP management on park attendance for better operational efficiency, and continue the Wi-Fi services at the six (6) pilot parks that are well received by the communities.

FISCAL IMPACT STATEMENT:

Approval of the Amendment to the MOU will have no impact on the Department's General Fund.

This Report was prepared by Alex F. Yee, Director of Systems.

REPORT OF GENERAL MANAGER

NO. 15-196

DATE September 02, 2015

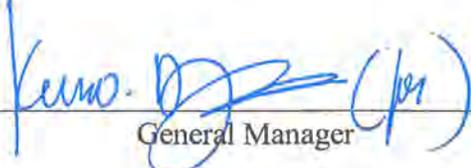
C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PERSONAL SERVICES CONTRACT WITH HUGO E. PÉREZ FOR MARKETING, COMMUNITY OUTREACH AND OTHER SERVICES IN RELATION TO THE IMPLEMENTATION OF THE HUGO E. PÉREZ SOCCER LEAGUE, A YOUTH SOCCER PROGRAM AT VARIOUS RECREATION AND PARK FACILITIES

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

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

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Authorize the Department of Recreation and Parks (RAP) General Manager or designee to execute a Personal Services Contract with Hugo E. Pérez, for soccer instruction, marketing, community outreach, consulting, and other services to assist RAP in expanding its current soccer program through the establishment of the Hugo E. Pérez Soccer League, a citywide soccer program designed primarily to provide low-income youth with opportunities for advanced player development, subject to the Personnel Department's determination regarding Charter Section 1022, and the approval of the Mayor and of the City Attorney as to form;
2. Approve the proposed Personal Services Contract between RAP and Mr. Pérez, substantially in the form on file in the Board Office, for a term not to exceed twelve (12) months with two (2) one-year options to extend at the sole discretion of the RAP General Manager, and a contract amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, subject to the approval of the Mayor and of the City Attorney as to form;

REPORT OF GENERAL MANAGER

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3. Find, that in accordance with Los Angeles City Charter (Charter) Section 1022, that the Department does not have personnel in its employ with the prominence and professional soccer playing, coaching, and promotional experience to provide the expertise needed to plan, organize, and market an advanced soccer program targeting youth in the City's underserved communities, subject to the Los Angeles City Personnel Department's determination of such findings;
4. Find, in accordance with Charter Sections 371(e)(2) and 371(e)(10), that the use of a competitive bidding process would be undesirable, impractical and/or impossible for procuring the professional, specialized and temporary services sought by RAP and proposed by Mr. Pérez;
5. Authorize the Department's Chief Accounting Employee to encumber funds from Municipal Recreation Program Fund 301, Department 88, Account 88012M (PS3), for the payment of professional and specialized services to assist RAP in the development, implementation, and marketing of a club soccer program in an amount not exceed One Hundred Thousand Dollars (\$100,000.00) per year;
6. Direct the Board Secretary to transmit the Personal Services Contract to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for approval as to form;
7. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report;
8. Authorize the Board President and Secretary to execute the Personal Services Contract upon receipt of necessary approvals.

SUMMARY:

Recently, RAP met with a local affiliate of the United States Soccer Development Academy (USSDA), an organization created as a partnership between the United States Soccer Federation (the governing body of the sport, commonly known as U.S. Soccer) and top-level clubs across the country; USSDA is considered the top tier of youth soccer in the United States, providing an elite environment for youth players through education, resources, and its support of club programs, with the ultimate goal of producing world-class players for the United States Men's National Team. In addition, the USSDA serves to connect national team coaches directly with top youth players, while also serving as a venue for advanced coaching and referee development.

The focus of the discussion between RAP and the USSDA affiliate was twofold: 1) to enhance

## REPORT OF GENERAL MANAGER

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RAP's current soccer program by providing intensive player instruction coupled with professional-level coach and referee training to recreation staff; and 2) to expand the program through the future development of a club soccer program that will concentrate its recruitment efforts in low-income communities to provide underserved youth with an advanced level of player development similar to that of a privately operated club soccer program. To achieve these goals, RAP and the USSDA negotiated the contractual services of Mr. Hugo E. Pérez for his assistance in the creation of a citywide soccer program that will serve youth in many of the underprivileged communities of the City, as well as utilize Mr. Pérez's name and image for marketing and outreach purposes.

Hugo Ernesto Pérez is a former soccer mid-fielder, who played professionally in the United States, France, Sweden, Saudi Arabia and his native El Salvador during the span of his career. He gained his U.S. citizenship as a youth and went on to earn 73 caps (a "cap" is earned every time a player plays for his or her national team). He was a member of the U.S. Team at both the 1988 Summer Olympics, and the 1994 FIFA World Cup. In 1991, Mr. Pérez was named U.S. Soccer Athlete of the Year, and in 2008, he was inducted into the National Soccer Hall of Fame. He has served as an Assistant Head Coach for U.S. Men's adult National Teams and as Head Coach of U.S. Men's youth National Teams, and has served as the West Coast Technical Advisor for U.S. Soccer. In his role as Technical Advisor, Mr. Pérez was responsible for scouting and evaluating players and coaches, and organizing and operating various U.S. Soccer Training Centers. The prospect of partnering with USSDA and Mr. Pérez has afforded the Department an opportunity to provide a club-level soccer experience - with its high level of competition, coaching, player development, and opportunities for exposure to national scouts - to youth who may not otherwise have the opportunity to participate in organized sports, not to mention elite club programs.

Potential hub sites for the Hugo E. Pérez Soccer League include EXPO Center, Gilbert Lindsay Recreation Center, Ferraro Fields in Griffith Park, and Whitsett Soccer Field. These sites would host special events in addition to training and clinics for players, coaches and referees. RAP staff from facilities throughout the City would receive training at their nearest hub site to improve their soccer coaching and officiating skills. These new skills will provide staff with the resources necessary to enhance their respective soccer programs, increasing the level of play to a higher degree of competition. Youth players throughout the City would be transported to local hub sites to receive intensive training and instruction, and to participate in camps and clinics. In addition to the hands-on coaching and training services, Mr. Pérez will share his knowledge of marketing and community outreach with recreation center staff, and assist RAP management in the planning and promotion of a club soccer program that would recruit top players from recreation centers throughout the City.

Mr. Pérez will be responsible for the planning, organization, and implementation of two (2) seasons of league soccer play, lasting a total of seven (7) months in duration: a summer league operating from June 1 through August 31, 2016 and a fall league operating from September 1 through December 31, 2016. During the five (5) months in which there is no league play (January 1 through

## REPORT OF GENERAL MANAGER

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May 31, 2016), pre-season activities, such as recruitment and clinics, will take place. Marketing and promotional activities will take place year round.

During the pre-season, numerous parents' meetings will be held to explain the program and its objectives. In addition, a number of coach and referee training sessions and meetings will be held at hub sites. Throughout the seasons of league play, Mr. Pérez will oversee league games, provide/oversee a weekly skills clinic in each region on select days, and make guest appearances at RAP-organized youth soccer league events. The fall season will culminate in Regional and Citywide All-Star Tournaments, and the summer season will conclude with a "Hugo Pérez Soccer in the Park" event complete with clinics, food, and fun for the entire family.

In accordance with the provisions of the proposed contract, Mr. Pérez will set up operations at EXPO Center and work 30 hours per week, Monday through Saturday, reporting directly to the facility's Principal Recreation Supervisor I. A staff of part-time employees will assist Mr. Pérez with the coordination and implementation of training, clinics, and special events. A monthly work schedule will be provided that adheres to the scope of work, and will include program locations and projects. The term of the contract is for one year from the date of execution, with two (2) one-year options to extend at the sole discretion of the RAP General Manager. The total compensation is in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, to be paid on a monthly basis in the amount of Eight Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents (\$8,333.33) upon the satisfactory completion of tasks as detailed in the scope of work and monthly work schedule. Funds have been appropriated for payment of the contract.

Currently pending is the Personnel Department's determination regarding Charter Section 1022, which would confirm that no existing City classifications possess the requisite expertise and experience to provide the services proposed under Mr. Pérez's contract. Charter Section 371(e)(2) provides an exception to the competitive bidding process in relation to contracts for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which the contracting authority finds that competitive bidding is not practicable or advantageous. The City Attorney has preliminarily reviewed the proposed contract and determined that the professional and specialized services meet the exception requirements of Charter Section 371(e)(2) since the work is temporary in nature and requires the specialized knowledge and experience of a soccer professional who possesses: 1) expertise in recruiting and coaching players, and training coaches and referees at the highly competitive club level; 2) name recognition within the targeted youth population and among potential sponsors to recruit prospective players and attract private investment and sponsorship; 3) soccer program development and marketing expertise to implement and promote a program such as the one being proposed; and 4) connections to nationally recognized soccer organizations and scouts, to assist players in developing and perfecting their skills and provide resources for program participants to reach their highest potential in the sport of soccer.

REPORT OF GENERAL MANAGER

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FISCAL IMPACT STATEMENT:

The contract is to be paid from Municipal Recreation Program (MRP) funds and poses no impact to the Department's General Fund. The program will utilize part-time staff funded by an MRP account to be determined. An assessment of part-time staff required for the program has yet to be completed.

Report prepared by Kevin Regan, Assistant General Manager, Operations Branch, and Lisa Shinsato, Contracts Unit.



REPORT OF GENERAL MANAGER

NO. 15-197

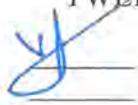
DATE September 02, 2015

C.D. 1, 8, 9, 10, 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION – DONATION OF FUNDS, EQUIPMENT, AND IN-KIND CONTRIBUTIONS FROM THE LOS ANGELES DODGERS FOUNDATION IN SUPPORT OF DODGERS REVIVING BASEBALL IN INNER CITIES YOUTH BASEBALL AND GIRLS SOFTBALL LEAGUES AT TWELVE (12) PARK SITES

\*V. Israel \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_



K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board accept a donation from the Los Angeles Dodgers Foundation (LADF) consisting of funding, uniforms, equipment, and in-kind contributions, with an estimated value of approximate Two Hundred Seventeen Thousand, Seven Hundred Eighty-One Dollars and Sixty-Five Cents (\$217,781.65), in support of the Department of Recreation and Parks' (RAP) operation of the Dodgers Reviving Baseball in Inner Cities Program (RBI) 2015 season (Program), for the benefit of youth ages 5 to 15, and that appropriate recognition be given to LADF: and,

SUMMARY:

The Los Angeles Dodgers Foundation (LADF) is a 501(c)(3) non-profit organization and the official team charity of the Los Angeles Dodgers. LADF's primary focus is to strengthen and support cornerstone programs in sports, recreation, education, literacy, health, and wellness, which benefit children and families in need throughout the greater Los Angeles region. The Dodgers RBI Program (Program) is part of an international Major League Baseball (MLB) initiative, which today encompasses more than 200 cities and over 220,000 participating youth, helping them grow on and off the baseball field. Over the past three (3) years, the Program has been supported by

REPORT OF GENERAL MANAGER

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MLB one (1) year (spring league 2013) and the LADF two (2) years (spring leagues 2014 and 2015). The 2015 Program began in May and concluded August 2015.

The following is a list of twelve (12) recreation centers that participated in the 2015 Program:

- 109<sup>th</sup> Street Recreation Center
- Algin Sutton Recreation Center
- Central Recreation Center
- Denker Recreation Center
- Harbor City Recreation Center
- Martin Luther King Jr. Recreation Center
- Normandic Recreation Center
- Rancho Cienega Sports Complex
- Rosecrans Recreation Center
- Ross Snyder Recreation Center
- South Park Recreation Center
- Van Ness Recreation Center

LADF donated funding in the amount of \$43,440.00 to cover umpire and field maintenance expenses at the twelve (12) Program sites. In addition, LADF donated 1,770 sets of baseball uniforms and 180 sets of softball uniforms consisting of a cap, two (2) jerseys, pants, and belts for each participant, and 324 polo shirts for the coaches. The value of the uniforms and sports apparel is approximately \$73,979.91. The LADF also donated baseball and softball equipment valued at approximately \$52,926.55. The total value of the LADF's donation of funding, uniforms, and equipment is \$170,346.46, excluding additional in-kind Program contributions. The LADF is committed to making the Program a success, and also provided RAP with the following in-kind contributions:

In-Kind Contribution

Approximate Value

- |  |             |
|--|-------------|
| • Player Recruitment Advertising and Program Promotion:          | \$15,928.19 |
| • Education Resources ("Mathletics" and Health-Vision to Learn): | \$ 6,507.00 |
| • "Player Fest" Kickoff at Dodger Stadium: approx. value:        | \$25,000.00 |

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The collective, estimated, total value of the LADF's donation to RAP (Uniforms, Equipment, and In-Kind Contributions), in support of the Program is approximately \$217,781.65.

The uniforms, which all displayed the RAP logo on one sleeve, were proudly worn at league games by approximately 1,950 boys and girls, ages 5 through 15, and approximately 324 coaches. Program participants were allowed to keep the issued uniforms and apparel for personal use. The donated baseball and softball equipment were retained by each participating recreation center for future use.

The Assistant General Manager of the Operations Branch and the Superintendents of the Pacific and Metro Regions supported the 2015 Program, and each concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

This donation of funding, uniforms, equipment, and in-kind contributions valued at approximately \$217,781.65 from LADF, through the RBI Program, supplemented the uniform, equipment, and other related expenses of the RBI baseball and softball programs, which benefited RAP and the youth in twelve (12) different communities at no cost to the City. Therefore, said donation has no fiscal impact on the RAP General Fund.

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



REPORT OF GENERAL MANAGER

NO. 15-198

DATE: September 02, 2015

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PALMS RECREATION CENTER – DONATION OF A NEW OUTDOOR FITNESS ZONE FROM THE FRIENDS OF WEST LOS ANGELES THROUGH THE LOS ANGELES PARKS FOUNDATION

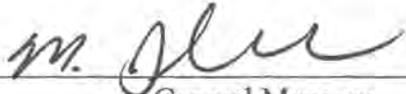
R. Barajas \_\_\_\_\_

\*V. Israel  \_\_\_\_\_

H. Fujita \_\_\_\_\_

K. Regan \_\_\_\_\_

N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board accept a donation from the Los Angeles Parks Foundation (LAPF) consisting of the installation of a new outdoor Fitness Zone valued at Fifty-Two Thousand, Three Hundred Fifteen Dollars and Twenty Cents (\$52,315.20), provided through a charitable donation from The Friends of West Los Angeles (FOWLA), a California 501(c)3 non-profit organization, and that appropriate recognition be given to LAPF and FOWLA (collectively, "Donors").

SUMMARY:

FOWLA, a California 501(c)3 non-profit organization, has provided a restricted donation to the LAPF in the amount of Fifty-Two Thousand, Three Hundred Fifteen Dollars and Twenty Cents (\$52,315.20), for the purpose of installing a new outdoor Fitness Zone at Palms Recreation Center. LAPF will contract with, and make direct payments to, a RAP-approved vendor and licensed contractor for the purchase and installation of the Fitness Zone equipment, respectively, at no direct cost to the Department of Recreation and Parks (RAP). All plans and specifications for the new Fitness Zone have been reviewed and approved by the RAP Planning, Construction, and Maintenance Branch (PCM), to ensure the equipment and installation conform to RAP standards.

## REPORT OF GENERAL MANAGER

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### ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that this project consists of a donation between RAP and Donors for the installation of accessory structures at an established public park. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1a, Class 1, Category 14 and Section 1k, Class 11, Category(s) 3 and 6 of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT:

The Board's acceptance of this donation results in no fiscal impact to the RAP General Fund, as the new Fitness Zone at Palms Recreation Center, and its installation and related expenses amounting to Fifty-Two Thousand, Three Hundred Fifteen Dollars and Twenty Cents (\$52,315.20), is being funded directly by the Donors.

This report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst II, of the Partnership Division.

REPORT OF GENERAL MANAGER

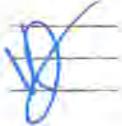
NO. 15-199

DATE September 02, 2015

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PATTON STREET POCKET PARK – RIGHT OF ENTRY PERMIT TO LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN

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

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

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

RECOMMENDATIONS:

That the Board:

1. Retroactively authorize Staff to issue a Temporary, Revocable Right Of Entry (ROE) permit, substantially in the form on file with the Board Office, to the Los Angeles Community Garden Council (LACGC), a California nonprofit organization, for the operation and maintenance of the newly developed community garden at Patton Street Pocket Park; and,
2. Direct the Department’s Chief Accounting Employee to create a subaccount in Fund 302 Department 89 for the deposit of fees and other cost recovery reimbursements received from the LACGC, in accordance with RAP Policies.

SUMMARY:

On June 26, 2014, the Board approved the Patton Street Pocket Park Project (Report No. 14-166), to be developed by the Trust for Public Land (TPL) through a donation agreement between RAP and TPL for the acquisition, development, and construction of new parks that would be funded in whole or in part, through grant funding from the Proposition 84 Statewide Park Grant Program (Report No. 10-121). Patton Street Pocket Park (Park), located at 317 Patton Street, across from the Echo Park Community Center, is a 0.40 acre passive park which includes a play area, fitness

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-199

equipment a picnic tables, benches, other small-scale recreational amenities, and a 0.09 acre community garden with ten (10) garden plots (Garden). The Park's development was completed by TPL and opened to the public on August 1, 2015.

As part of their planning, design, and community process for development of the Park, TPL partnered with the Los Angeles Community Garden Council (LACGC), who has extensive experience in the development and management of community gardens throughout the Los Angeles area, and selected LACGC to manage, operate, and maintain the Garden upon completion of construction. The LACGC currently manages the operation and maintenance of four (4) community gardens on RAP property, through garden agreements in accordance with the RAP Community Operated Open Space Policy (Board Report No. 11-121); Solano Canyon Community Garden, Drew Street Garden, East Hollywood Public Garden and Achievement Center, and El Sereno Community Garden.

In anticipation of each LACGC garden agreement term of three (3) years expiring during the next six (6) months, the Partnership Division is presently in discussions with the LACGC for the preparation and eventual execution of a "master garden agreement" which will stipulate the terms and conditions for the continued operation and maintenance of all the gardens operated by the LACGC.

The temporary, revocable, Right Of Entry Permit (ROE), PD-ROE-066, for which staff is seeking approval from the Board, was issued to LACGC as an interim measure to authorize and document Garden operations until the master agreement is finalized, approved by the Board, and executed.

The Assistant General Manager of the Operations Branch and the Superintendent of the Metro Region is aware that the Garden is being operated and maintained by the LACGC, and each supports staff's recommendations.

### FISCAL IMPACT STATEMENT:

There will be no fiscal impact on the Department's General Fund, as all costs of Garden operations and maintenance, including utilities, will be paid by LACGC.

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

REPORT OF GENERAL MANAGER

NO. 15-200

DATE: September 2, 2015

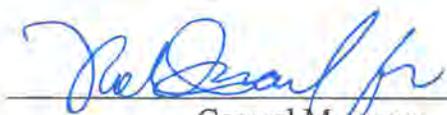
C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOYLE HEIGHTS SPORTS CENTER – AMENDMENT TO AGREEMENT NO. 3430 WITH LOS ANGELES CONSERVATION CORPS, INC., TO EXTEND THE TERM OF AGREEMENT

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



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

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

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Agreement No. 3430, substantially in the form on file in the Board Office, between the City of Los Angeles and the Los Angeles Conservation Corps, Inc., to extend the term of Agreement No. 3430, from three (3) years to ten (10) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Amendment to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment subsequent to all necessary approvals.

SUMMARY:

On August 8, 2012, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3430 (Agreement), attached to this Report as Exhibit A, between the City of Los Angeles (City) and Los Angeles Conservation Corps, Inc. (Organization), authorizing the Organization’s operation and maintenance of a community garden, urban farm, and Conservation Corps site (collectively known as the East Los Angeles Conservation Corps Site), on dedicated park property located across from the Boyle Heights Sports Center within the community of Boyle Heights, at 1020 South Fickett Street, Los Angeles, CA 90032 (Report No. 12-232). Organization

## REPORT OF GENERAL MANAGER

PG. 2                      NO. 15-200

provides Los Angeles youth with recreational opportunities through programs and projects at the site focused on life skill development, garden and vegetation cultivation, environmental conservation, vegetation management, and community support. In addition, Organization also assists Recreation and Parks (RAP) on occasion with park maintenance and improvement projects on a pro-bono basis. The property is technically part of the Boyle Heights Sports Center, but is physically located across the street on 7<sup>th</sup> Street. The Agreement, which was executed on February 7, 2013, presently carries a three (3) year term and is due to expire on February 6, 2016.

The Organization has successfully operated the East Los Angeles Conservation Corps Site for the past three (3) years at their sole cost and has received positive yearly evaluations from staff. Pursuant to RAP Policies pertaining to utilities, waste disposal, and staff impacts related to organizations operating on park property, the Organization pays utility and trash disposal expenses directly to respective service providers, and reimburses RAP through an annual cost recovery fee for Staff Impacts, in the amount of \$1,704.00 for the administration of the Agreement and related annual on-site performance evaluation. In addition, pursuant to the RAP Open Space and Community Garden Policy, the Organizations also pays RAP an annual community garden use fee in the amount of \$100.00, applicable to gardens with up to fifty (50) or fewer garden plots.

The Organization has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the East Los Angeles Conservation Corps Site. Staff therefore recommends that the term of Agreement No. 3430 with Organization be extended for seven (7) additional years through the proposed Amendment, allowing the Organization to continue operating and maintaining the East Los Angeles Conservation Corps Site for the benefit of the local community and RAP.

Additionally, Section 4 of Agreement No. 3430 is also amended to include language conforming to First Amendment rights regarding exclusive or primary use of park property by private organizations and which will be included in all relevant RAP agreements.

### FISCAL IMPACT STATEMENT:

Extending the term of Agreement No. 3430 with Organization will have no adverse impact on the RAP General Fund, as Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of the East Los Angeles Conservation Corps Site.

This Report was prepared by Joel Alvarez, Senior Management Analyst, and Raymond Chang, Management Analyst, Partnership Division.

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES CONSERVATION CORPS, INC.  
FOR THE OPERATION AND MAINTENANCE OF THE  
EAST LOS ANGELES CONSERVATION CORPS SITE**

This AGREEMENT ("AGREEMENT") is entered into as of February 7, 2013, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (CITY), and Los Angeles Conservation Corps, Inc., a California 501(c)(3) non-profit corporation within the City of Los Angeles (referred to herein as, "ORGANIZATION"), with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks (RAP), owns and operates real property located at 1020 South Fickett Street, Los Angeles, California 90032 known as the East Los Angeles Conservation Corps site ("PROPERTY") as defined by the legal description and/or site map attached hereto and incorporated herein as Exhibit-A,

WHEREAS, ORGANIZATION is substantially engaged in performing public works and conservation projects utilizing at-risk young adults and school-aged youth which along with skills training and outdoor activities provides the youth with work experience that enables their social development while benefitting the community;

WHEREAS, ORGANIZATION has agreed to operate and maintain the PROPERTY in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and

WHEREAS, CITY agreed to accept this offer of operations and maintenance at their meeting of August 8, 2012, Report No. 12-232;

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

**1. USE OF PROPERTY**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to use the PROPERTY for the operation of a Conservation Corps site as described in the Permitted Uses set forth below, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including payment of Cost Recovery Fees as applicable and performance of Maintenance Requirements at the sole cost and expense of ORGANIZATION.

**2. TERM AND TERMINATION**

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT:

- A. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution ("COMMENCEMENT DATE"), and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from RAP or ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii) ORGANIZATION implements the general termination provision described herein.
- B. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to RAP within sixty (60) calendar days of receiving a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove the same, in which event ORGANIZATION shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
- C. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

3. **ANNUAL PERFORMANCE REVIEWS**

PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- A. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;

- (ii) Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by ORGANIZATION's program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B;
  - (iii) Adequacy of ORGANIZATION's funding;
  - (iv) The volume of the public's participation in ORGANIZATION's programs; and,
  - (v) ORGANIZATION's cooperation with CITY staff.
- B. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of June 1<sup>st</sup> through July 1<sup>st</sup> of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover, but not be limited to:
- (i) Annual Budget and Report of Expenditures
  - (ii) Data on participants and program results
  - (iii) Copies of marketing, recruitment, and press materials
  - (iv) Discussion of program changes or challenges
- C. RAP reserves the right to request additional material or clarifying information after review of the submitted PERFORMANCE REPORT.
- D. CITY's approval to continue the collaborative relationship shall be based solely on findings obtained through the ANNUAL PERFORMANCE REVIEW, which in addition to evaluation of the PERFORMANCE REPORT and review of compliance with the terms and conditions of this AGREEMENT, can include interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination.

#### 4. ACCESS TO PROPERTY

ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY.

5. **PERMITTED USES**

ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES, subject to prior approval and written consent through an amendment to this AGREEMENT by the Board of Recreation and Park Commissioners ("BOARD"). ORGANIZATION, at its sole cost and expense, shall:

- A. Provide planning, staging, and training for conservation programs which are implemented city-wide and incorporate youth participation; conduct youth-oriented and community gardening opportunities; and other recreational uses that enhance but do not conflict with RAP program and services, all in accordance with the program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B.
- B. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- C. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
- D. Provide sufficient staff necessary to perform the operation of its Conservation Corps Site including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- E. Ensure that staffing of the PROPERTY complies with applicable CITY, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of ORGANIZATION.
- F. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PROPERTY.
- G. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- H. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.

6. **DAYS AND PERIODS OF USE**

ORGANIZATION shall be entitled to use the PROPERTY to provide a Conservation Corps Site, including public programs and services, recreational uses and functions, events, and other agreed upon uses as follows: ("PERMITTED TIMES") during the times specified below,

- A. Program Operation: 6:00 a.m. – 10:00 p.m. daily. Any extended times or hours for specified events or programs related to the program may be granted with prior written consent of the City.
- B. Special Events: ORGANIZATION shall make requests for use of PROPERTY or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least 30 days in advance of the particular activity or event and submitting it to the Partnership Division as referenced in Notices Section 21. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
- C. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.

7. **PARKING**

During the Term of this Agreement and during Permitted Times specified above in Section 6 of this Agreement, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

8. **FUNDING**

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the delivery of a Conservation Corps Site on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. ORGANIZATION may charge its patrons appropriate fees for community garden plots on the PREMISES, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. ORGANIZATION may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

9. **MAINTENANCE AND REPAIR OF PROPERTY**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.

- A. ORGANIZATION accepts PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- B. ORGANIZATION, in performing all required maintenance and repair of PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY, in accordance with the standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- C. Daily maintenance to be performed by ORGANIZATION:
- (i) Keep the PROPERTY and the surrounding areas clean and safe at all times;
  - (ii) Maintain pedestrian paths, common walkways and other areas;
  - (iii) Pick up and dispose of trash and debris whether by ORGANIZATION's activity or activity of a contracted vendor; and
  - (iv) Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
- D. ORGANIZATION shall immediately repair any damages to PROPERTY which occur during ORGANIZATION's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of PROPERTY; ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety. ORGANIZATION shall report any such damages to CITY within 48 hours of ORGANIZATION receiving such information.
- E. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of ORGANIZATION with glass of the same size, kind, and quality.
- F. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PROPERTY.
- G. ORGANIZATION shall be responsible for providing security on PROPERTY.
- H. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

10. **CONSIDERATION**

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PROPERTY, shall be the provision of a Conservation Corps Site for the benefit of the general public, at no cost to

CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY.

- A. **Cost Recovery Fee.** During the TERM of AGREEMENT, ORGANIZATION shall pay an annual Cost Recovery Fee for costs incurred by RAP related to this AGREEMENT and ORGANIZATION's use of the PROPERTY, and for utility and/or trash costs not directly paid to providers, as detailed below. The annual Cost Recovery Fee is \$1,704.00 to be paid between July 1<sup>st</sup> and July 15<sup>th</sup> of each current year, as related to ORGANIZATION's operation of a Conservation Corps Site on the PROPERTY. PARTIES may discuss and agree that the annual Cost Recovery Fee may be paid in increments, semi-annually in the amount of \$852.00, quarterly in the amount of \$426.00, or monthly in the amount of \$142.00. Should payment be made incrementally, payments shall be due by the tenth day of each period (by July 10<sup>th</sup> and January 10<sup>th</sup> for semi-annually; by the 10<sup>th</sup> of July, October, January, and April for quarterly; and by the 10<sup>th</sup> of each month for monthly). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- B. **Community Garden Fee.** In accordance with RAP's Policy on Community Operated Open Space (BOARD Report No. 11-121), ORGANIZATION shall pay in a lump sum between July 1<sup>st</sup> and July 15<sup>th</sup> of each current year an annual Community Operated Open Space Fee to the CITY of \$100.00, throughout the term of the agreement. The PROPERTY currently contains 19 garden plots, to be re-configured, not to exceed 50 10x10 garden plots.
- C. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s).
- D. **Trash and Solid Waste Disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with such services performed by a non-CITY provider and billed directly to the ORGANIZATION.
- E. **Telephone and data lines.** ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that ORGANIZATION uses.
- F. Payment of Cost Recovery Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of cost recovery fees regardless of written notification which is not required.

G. Payments are to be mailed to:

City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039

11. **ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS**

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

12. **CAPITAL PROJECT PROPOSAL**

When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:

- A. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- B. Should the project be conceptually approved by the BOARD, ORGANIZATION will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authorization and/or this AGREEMENT.
- C. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to the CITY's conceptual approval of the proposed project.
- D. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- E. When prepared, ORGANIZATION shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

- F. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- G. ORGANIZATION shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- H. ORGANIZATION shall submit approved plans and specifications for final approval to:
- City of Los Angeles  
Department of Recreation and Parks  
Superintendent, Planning, Development and Maintenance Branch  
221 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012
- I. Upon receipt of final approval, commence construction in coordination with CITY staff.

13. **INSURANCE**

Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.

- A. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- B. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- C. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- D. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.
- E. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. **INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

15. **CASUALTY AND CONDEMNATION**

ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

16. **HAZARDOUS SUBSTANCES**

PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute.

17. **PUBLICITY**

CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and ORGANIZATION agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Los Angeles  
Department of Recreation and Parks"

18. **SIGNAGE**

No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at PROPERTY, ORGANIZATION shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

"In Collaboration with the City of Los Angeles  
Department of Recreation and Parks"

19. **BREACH OR DEFAULT BY ORGANIZATION**

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

20. **BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES**

Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- A. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- B. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

21. **NOTICES**

Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. Notices shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY: City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039  
Telephone: (818) 243-6488; Fax: (818) 243-6447

If to ORGANIZATION: Los Angeles Conservation Corps  
c/o Bruce Saito  
PO Box 15868  
Los Angeles, CA 90015  
Telephone: (213) 362-9000 x 203; FAX: (213) 362-7950  
Site Telephone: (323) 526-1460; FAX: (323) 526-1453

22. **REPRESENTATIONS AND WARRANTIES**

CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.

23. **NO JOINT VENTURE OR AGENCY RELATIONSHIP**

Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

24. **RELATIONSHIP OF PARTIES**

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

25. **ORDINANCES AND STANDARD PROVISIONS**

The "Standard Provisions for Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. **APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS**

Any operation, services, or activity conducted on the PROPERTY on behalf of the ORGANIZATION by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with RAP for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

27. **MERCHANDISE**

No merchandise shall be sold by ORGANIZATION on PROPERTY without the prior written consent of RAP.

28. **SAFETY PRACTICES**

ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of injury or death, ORGANIZATION shall ensure that the injured person receives prompt medical attention as soon as possible thereafter. In the event of death, ORGANIZATION must notify park full time staff as soon as possible in order to comply with OSHA and RAP policies. ORGANIZATION shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice, ORGANIZATION fails to correct hazardous conditions which have led or, in the reasonable opinion of CITY, could lead to injury or death, CITY may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by ORGANIZATION to CITY.

29. **FILMING**

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PREMISES for film production purposes. Any commercial filming shall be subject to approval by RAP's Park Film Office and Film L.A. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue ORGANIZATION receives from the use of PREMISES as a film location be reported to and shared equally with RAP.

30. **SUSPECTED CHILD ABUSE**

ORGANIZATION or ORGANIZATION's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY.

ORGANIZATION will notify the Partnership Division as referenced in Notices Section 21 within five (5) business days after a report has been made.

31. **INCORPORATION OF DOCUMENTS**

The following Exhibits are incorporated by reference:

Exhibit A: Site Map

Exhibit B: Conservation Corp Program & Community Garden Rules and Policies

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 7) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY:**

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

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

President

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

Secretary

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

2/7/2013

**ORGANIZATION:**

Los Angeles Conservation Corp, Inc. a California 501(c)(3) non-profit corporation

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

CARMEN A. TRUTANICH, City Attorney

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

Deputy City Attorney

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

2/7/2013

1/15/2013

EXECUTIVE DIRECTOR

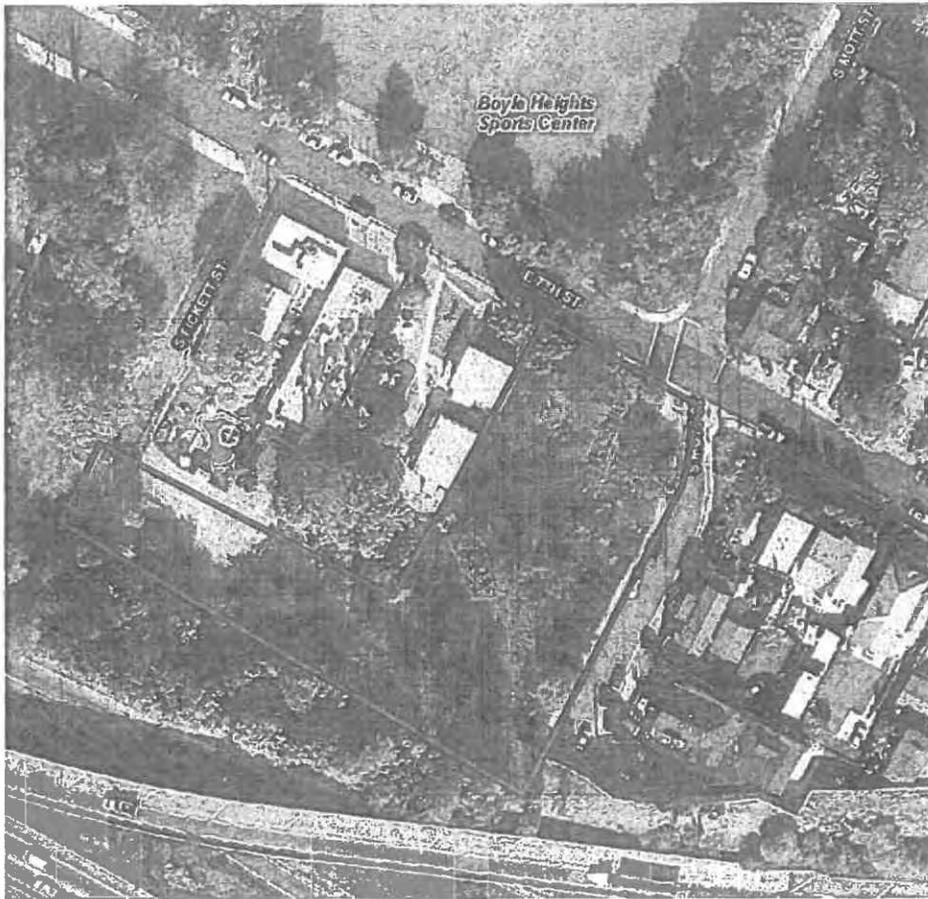
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**EXHIBIT-A**  
**Site Map**

**East LA Conservation Corps Site**  
**1020 South Fickett Street, Los Angeles, CA 90032 (APN 5189-008-908)**

The PROPERTY authorized for the operation and maintenance of the East Los Angeles Conservation Corps Site in Boyle Heights by ORGANIZATION, is illustrated below enclosed in the red line highlighted in yellow.



## **EXHIBIT-B**

### **Conservation Corp Program & Community Garden Rules and Policies**

#### **Young Adult Corps**

The LA Conservation Corps was founded in 1986 to provide 18- to 24- year olds with a high school diploma program and paid on-the-job-training and support services through the Young Adult Corps. Today, our longest-running youth and workforce development program serves approximately 500 18- to 24-year-old corps members each year. Approximately 80% of the corps members enter the program without a high school diploma and participate in our school/work model alternating two-month blocks of high school classes at one of our charter school sites and paid on-the-job training on work projects throughout Los Angeles County.

The 18- to 24-year-old youth who come to us for a second chance at a high school diploma and applicable work experience that will make them competitive for living wage jobs have been unable to find a place where they can do both successfully. Our unique program model provides working age youth helps corps members graduate from high school and connect to the working world. We integrate academic education with life skills training, job training, paid work experience and case management, including post-program transition services.

To date, the Young Adult Corps has prepared 5,189 young people for good-paying jobs, many of whom have participated in one or more of the following individual work programs as follows:

#### **Recycling Across Los Angeles**

For the past 18 years, LA Corps' Recycling Across Los Angeles (RACLA) program has provided a valuable and important service in the collection of recyclables in LA County. RACLA is a community collection program certified by the California Department of Conservation (SP#0315).

RACLA recycling operations are currently housed at our 3,000-square-foot facility located in South Los Angeles. We service 160 accounts, including LAUSD schools, businesses (Los Angeles Convention Center, CBS), entertainment venues (Rose Bowl and the Los Angeles Coliseum), multi-family housing facilities and public parks. In FY 08-09 alone, RACLA recycled more than 184 tons of cans and bottles which is approximately 2,759,072 beverage containers. Additionally, the program recycled over 134 tons of mixed paper and cardboard.

#### **Community Garden Construction and Management**

Funded by the City of LA's Community Development Department, the Community Garden Program is dedicated to constructing and maintaining garden beds at schools, housing developments and public parks throughout the city. These gardens serve as educational resources for schoolchildren and local communities and increase access to healthy vegetables, herbs and other produce grown.

#### **Urban Forestry Tree Planting Programs**

The Corps' two largest ongoing environmental projects include our tree planting work in partnership with the LA Department of Water and Power's Trees for a Green LA and the City of LA's/Mayor Antonio Villaraigosa's Million Trees LA initiative. As the prime contractor for LADWP's Trees for a Green LA program, we maintain the staging area at Griffith Park, which can accommodate up to 7,500 five-gallon trees at a time, for program stock and tree care.

- To date, we have delivered over 46,000 trees to LADWP customers who have received education about how to strategically plant trees around their homes to maximize energy efficiency. The Corps is also one of the five (5) key tree planting partners for Mayor Villaraigosa's ambitious Million Trees LA initiative to plant one million trees in the City of Los Angeles over the next 10 years.
- The Corps has procured and distributed 45,886 trees and seedlings for MTLA to City of Los Angeles residents.

### **Community Enhancement Team**

The Community Enhancement Team is a new division of our Northeast Los Angeles Center, which is dedicated to street maintenance and trash abatement. The Team responds to daily service and clean-up requests from two Business Improvement Districts (BIDs), including Chinatown in Northeast LA and South Park in downtown LA. Also, we perform similar work on two redevelopment corridors: Chavez Avenue-Adalante Boyle Heights Redevelopment Project and the Pico Union 1 and 2 Development Projects for the City of LA's Community Redevelopment Agency (CRA). The goals of these redevelopment projects are to encourage historic preservation, expand recreational and institutional uses, enhance the respective image of each area and promote economic development.

### **LA River Corps**

In partnership with the City of LA's Community Development Department and the Board of Public Works' Bureau of Sanitization, the LA River Corps is working to restore and revitalize sections of the LA River. Youth working on this project are providing clean up service Tuesday through Saturday at various project sites along the LA River from Cypress Park to East Los Angeles. The services include litter abatement, graffiti removal and vegetation management. This project combines classroom education with outdoor experience for our corps members. They participate in education and training sessions covering topics such as watershed habitat, native landscaping, river hydrology, ecology, water quality management efforts for the River.

The Los Angeles River Corps' Program's vision lies in the premise that the Los Angeles River environment is an excellent location for training, education and job skill development through classroom and outdoor environmental restoration projects. Our youth development program proposes to combine outdoor classroom education with hands on work experience.

The LA River Corps' Teams provide the following environmental services:

- **Watershed Education:** river hydrology, ecology and water quality best management practices, education outreach programs to youth from nearby schools and youth organizations.
- **Native Plant Landscaping:** gardening, landscape design, maintenance, construction of pocket parks, water conservation and recycling conservation projects and flood management service projects.
- **Weekly Restoration Work:** 5 day, and periodic Saturday and Sunday maintenance of the River, including but not limited to removal of debris and illegal dumping, removal of graffiti, recycling, fire hazard and fuel reduction service projects.

### **Urban Park Construction/Landscaping/Irrigation**

Los Angeles Conservation Corps crews have the ability and skill to build small urban pocket parks on unique and uninhabited lots just about anywhere. Corps members learn from the ground up everything from land surveying, demolition, grading, and all aspects of landscaping including hardscape and softscape. Corps crews build from design bio swales to capture rain water, solar powered irrigation systems, and form/pour unique concrete structures to enhance the park setting. Through this process, Corps members learn many aspects of construction including the use of heavy equipment such as bobcats and skip loaders.

### **Vocational Training Program - Brownfields Job Training Program**

Similar to Youthbuild, we operate our Brownfields Job Training Program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as the emerging green sector and environmental remediation. In partnership with both the U.S. Environmental Protection Agency (EPA) and the Center to Protect Workers' Rights, we have offered a Brownfields program since 2001. Corps members develop marketable job skills to secure employment in green career and/or construction industries while they improve the overall health and safety of local communities by completing environmental assessments and remediation work on vacant lots and blighted buildings throughout Los Angeles. Since the program's conception in 2005, a total of 245 disenfranchised workers were certified in lead, asbestos and hazardous waste removal through the Brownfields Job Training Program; 80% of participants were placed in jobs in environmental remediation or construction fields.

### **Vocational Training Program - Youthbuild**

We operate our Youthbuild program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as construction. Since we began offering Youthbuild in 2005 in partnership with the US Department of Housing and Urban Development (HUD), a total of 30 corps members have completed the program. Corps members typically remain in Youthbuild for a minimum of six (6) months and those in need of a high school diploma or GED are encouraged to remain in the program for up to two (2) years to achieve their educational and/or career goals. Youthbuild corps members benefit from applying classroom-based construction training modules to on-site projects, paid construction trade experiences, and from working alongside skilled construction workers. Our Youthbuild program curriculum follows standards created by the National Center for Construction Education and Research (NCCER), which are recognized nationally by employers and trade unions in the construction industry.



## East LA Community Garden Rules & Regulations



1. Community Members within  $\frac{1}{2}$  mile radius will be given first priority to garden plots. One plot per family. If interested in a second plot, contact garden manager. Plots will be assigned on a first come, first serve basis. Once all plots are assigned, all prospective gardeners will go on a waiting list and position will be determined by date of interest.
2. Once assigned a plot, gardener must clear, cultivate and plant within four weeks of receiving plot.
3. No pets allowed in the garden.
4. Garden bed boundaries are clearly defined. Plants must remain inside of each garden plot. Trees and invasive species are not allowed in individual garden plots.
5. Every gardener is responsible for their own plot. If you will be absent and unable to tend your plot, please inform garden manager so that your plot will be maintained. Failure to do so may result in verbal warnings.
6. No exchanging of plots without the knowledge and consent of the garden manager.
7. No planting in the open/possible park area without knowledge and consent of garden manager.
8. All trash must be dropped in the trash receptacles or recycling bins.
9. All green waste shall be placed in the assigned compost area. Invasive weeds are to be placed in the black trash receptacles.
10. All paths and plots must be kept free of trash, weeds and debris. You are responsible for continued weeding and mulching of common path surrounding your individual plots. We will work to have mulch readily available for use in paths. Please do not utilize large branches or straw as they may pose safety issues.
11. Garden beds that are not maintained, are unattended or have improper plantings will be given a verbal warning by the garden manager. You must resolve the issue within 2 weeks. If not resolved after two weeks, a second warning will be issued. If not resolved within 2 weeks of second warning, plot will be considered abandoned and you will be terminated from the garden.
12. Only organic pesticides/herbicides are allowed. For a complete list of acceptable pesticides/herbicides, please talk with garden manager.
13. Crops must be harvested when they are mature to deter pest and rodents. If you have surplus, share it with your fellow gardeners or donate it.
14. Conserve water and electricity to the best of your ability.
15. Be considerate of other plots when watering and try to avoid spraying others plants.
16. Notify the garden manager of any water system leaks immediately. If you break a water line, please shut off at main valve and contact garden manager.
17. Garden tools are for all gardeners to use. After every usage return to small tool shed. We will keep a limited number of tools available for daily use, however due to the number of gardeners, it is suggested that you bring your own tools.

18. Leave all hoses neatly coiled near water spigots and maintain your garden bed walls. And repairs to your garden plot walls will be done so at your own expense.
19. If vandalism, theft or accident occurs at the garden, please notify garden manager.
20. As a courtesy to your neighbors, please do not play loud radios.
21. Each plot requires 12 hours of community service per year. This is service for the entire community garden and must be completed at the monthly community work days. If you are unable to attend these monthly workdays, please contact the garden manager and they will identify additional work for you to fulfill your hours.
22. Smoking, alcoholic beverages and illicit drug use are prohibited throughout the area, and may result in immediate termination.
23. Children and guests must be accompanied by an adult and must be supervised at all times.
24. Garden hours are sunrise to sunset, seven days a week except for special events.
25. If you would like to use the open space for an event you must notify the garden event coordinator and fill out an event form.
26. If you, your family or guest damage any property or equipment of the garden you will be responsible to fix or replace item(s).
27. Keep the gardener's lock and chain on the gate locked at all times. Please lock the gate after entering and after leaving to help avoid theft from plots by non-members.
28. Do not pick produce from others plots without expressed written permission. Taking of produce without permission will be considered theft and will result in immediate termination.
29. The fruit trees are communal property, but are cared for by specific individuals. You are allowed to take two handfuls of fruit per day from the trees when fruit is ripe. Please do not trim or prune fruit trees without permission from garden manager.



**EAST LA COMMUNITY GARDEN PLOT ASSIGNMENT AGREEMENT**

Start Date \_\_\_\_\_ Plot Number \_\_\_\_\_

Member's Name \_\_\_\_\_

Street Address \_\_\_\_\_

Apt. # \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone No. ( ) \_\_\_\_\_ Other Phone No. ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Occupation \_\_\_\_\_

Household members who will also be gardening with you

*(\*\* Non-family members must sign waiver on back)*

I have received a copy of the East LA Community Garden Rules and Regulations. I understand that my continued membership at the garden is contingent upon my compliance with these Rules and Regulations, as well as the annual completion of my community service obligation.

Signature \_\_\_\_\_ Date \_\_\_\_\_

FEEs: Plot Rental: \$25.00/year first plot Amount of check \$ \_\_\_\_\_  
\$30.00/year each additional plot  
Key: \$1.00/copy  
Insurance: \$ 6.00/year per member  
Associate: \$ 6.00/year Check Number \_\_\_\_\_

FUNDS DISTRIBUTION  
Plot Rental \$ \_\_\_\_\_ Keys \$ \_\_\_\_\_ Other \$ \_\_\_\_\_  
Insurance \$ \_\_\_\_\_ Associate \$ \_\_\_\_\_  
(New member must sign Waiver on opposite side)

**WAIVER**

This is a letter of constructive information and understanding between LA Conservation Corps and \_\_\_\_\_, I am informed that  
(Please print your name here)

risks and hazards inherent to gardening are present on the grounds of *East LA CG*. *LA Corps* maintains no accident insurance on my behalf. In the event of injury to myself as a gardener, I have now or shall obtain at my own expense adequate insurance to cover my personal needs.

I am further informed that in matters concerning my garden plot at *East LA CG*, claims made against me by others are my own responsibility and that I have or shall obtain coverage to protect myself should such a situation arise.

I agree to abide by all *East LA CG* by-laws and regulations.

The individuals who serve as officers and/or directors are unpaid volunteers who are not serving behind the corporate shield. I understand that persons in this capacity are no more or less responsible for acts of omission or commission than any other *East LA CG* member.

In signing this, I agree that any dispute, controversy or claim regarding any *East LA CG* matter shall be settled by arbitration in accordance with the arbitration committee.

In signing this, I agree to give up the right to have any such dispute, controversy or claim decided in a court of law and agree that I will accept the committee's decision as final and binding.

I do have the right to have this letter explained to me before I affix my signature. In signing this, I am willing to accept any at-risk situation which has been outlined in this letter. I am willing to do this in exchange for the privilege of gardening at *East LA CG*. In doing so, I am in no way under duress nor do I have any mental reservation.

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Household Member's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Household Member Signature's \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT-C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/>
	<b>ANNUAL</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)</b>	
<b>PERIOD COVERED:</b>	<b>DATE OF INSPECTION:</b>

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<input type="checkbox"/>				
<b>FINANCIAL</b>	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<input type="checkbox"/>				
<b>OUTREACH</b>	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW - PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement, including proof of non-profit status (if applicable - check website)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



**CONSOLIDATED PERFORMANCE REVIEW - PAGE 3**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

<p align="center"><b>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</b> <i>Include RAP Staff feedback and participant comments</i></p>
---

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF EVALUATION REVIEWER</b>	
<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>

<b>ATTACHMENTS</b>
<input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Public Comments <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms
<input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Inspection(s) <input type="checkbox"/> Compliance Check <input type="checkbox"/> Legal/Insurance Status <input type="checkbox"/> Other _____

Rev February 2012

## EXHIBIT-D Insurance Requirements

Form Gen. 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps, Inc. Date: 06/12/2012

Agreement/Reference: Eastside Youth Development and Community Garden

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input checked="" type="checkbox"/> Sexual Misconduct <u>\$1,000,000</u>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
Pollution Liability	
<input type="checkbox"/>	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
Crime Insurance	
Other:	
_____	
_____	
_____	
_____	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ernest Bloomfield & Associates Rehab & Recovery Insurance Agency 22 Belfery St., #603 SAN FRANCISCO CA 94111	<b>CONTACT NAME:</b> Flora Hincosa <b>PHONE:</b> 4159662130 <b>FAX:</b> <b>EMAIL:</b> Flora@ehabscoc.com <b>ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American States Insurance Company</td> <td>19704</td> </tr> <tr> <td>INSURER B: General Insurance Company of America</td> <td>24732</td> </tr> <tr> <td>INSURER C: First National Insurance Co of America</td> <td>24724</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American States Insurance Company	19704	INSURER B: General Insurance Company of America	24732	INSURER C: First National Insurance Co of America	24724	INSURER D:		INSURER E:		INSURER F:
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INSURER C: First National Insurance Co of America	24724													
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Los Angeles Conservation Corps P.O. Box 15888  Los Angeles CA 90015														

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REQ. LTR.	TYPE OF INSURANCE	AGGREGATE LIMIT (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROPERTY	Y	01CH83477250	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 PROPERTY \$5,820,700 COVERED SINGLE LIMIT (Per accident) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> UNLICENSED AUTOS	Y	25CC20998760	04/01/2012	04/01/2013	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> UED <input type="checkbox"/> RETENTION \$	Y	01SU42380620	04/01/2012	04/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PRODUCTS COMP \$5,000,000
B	<input type="checkbox"/> WIDENERS COMPOSITION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, see Note under DESCRIPTION OF OPERATIONS below)	N/A				<input type="checkbox"/> WC STAT. TORT LIMITS <input type="checkbox"/> DISEASE - EA EMPLOYEE \$ <input type="checkbox"/> DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	LP7745083D	04/01/2012	04/01/2013	\$1MIL/\$3MIL OCC/AGG
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if space is required) ALL PROJECTS AND CONTRACTS WITH THE CITY OF LOS ANGELES					

<b>CERTIFICATE HOLDER</b>  City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Flora Hincosa
---	---

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ACORD 25 (2010/06)

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**EXHIBIT-E**  
**Standard Provisions for City Contracts (Rev 03/09)**

REPORT OF GENERAL MANAGER

NO. 15-201

DATE September 2, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK - CONCESSION OPERATION OF MINIATURE TRAIN RIDES – 2015-16 CHRISTMAS TRAIN RIDE AND TICKET PRICE

R. Barajas  
H. Fujita  
\*V. Israel



K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board approve the proposal, and corresponding ticket price, from GP Rah Enterprises, LLC, (Concessionaire) to operate the 2015-16 Christmas Train Ride in Griffith Park, every evening, beginning November 27, 2015 through January 3, 2016, from 5:00 p.m. to 9:00 p.m., weather permitting.

SUMMARY:

GP Rah Enterprises, LLC (Concessionaire), the current operator of the Concession Operation of Miniature Train Rides in Griffith Park (Concession), has operated the Griffith Park Train Ride (Griffith Park) at the Los Feliz Boulevard entrance of Griffith Park and the Travel Town Museum Train Ride (Travel Town) since 2000, offering rides on miniature railroad cars that carry approximately 500,000 passengers per year.

From 1991 to 1999, the previous Concession operator offered a Christmas Train Ride at Griffith Park. The event ceased after the 1999 holiday season due to the effect of heavy traffic from the Los Angeles Department of Water and Power (LADWP) Holiday Light Festival, which made it difficult for visitors to access the train ride facility. Beginning in 2003 and through the 2012 holiday season, the Christmas Train Ride operation was moved to the Travel Town location by the current Concessionaire.

The most recent price modification was approved by the Board on June 20, 2007, which increased the ticket price for the Christmas Train Ride from Six Dollars (\$6.00) to Seven Dollars (\$7.00) (Report No. 07-146).

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-201

The Christmas Train Ride ceased operating after the 2012 holiday season when the Concessionaire's request for a ticket price increase was not approved by the Department and the Concessionaire found that revenue growth was hampered by the limited capacity at Travel Town compared to the larger Griffith Park location.

### 2015-16 Christmas Train Ride Proposal

For the 2015-16 holiday season, the Concessionaire has proposed the return of the Christmas Train Ride to the original Griffith Park location. With the LADWP Holiday Light Festival discontinued, the Los Feliz Boulevard entrance to Griffith Park will no longer be impacted by excessive traffic and the Griffith Park location will be more accessible during the holiday season. The proposed new location can accommodate larger numbers of visitors than the Travel Town location.

The Christmas Train Ride will showcase a Christmas theme decorated "Griffith Park and Southern Railroad" train ride over one (1) mile of track, across a bridge, through a forest and an "Old Western Town". The Christmas Train Ride will be operational from November 27, 2015 through January 3, 2016. There is no charge for infants eighteen (18) months and younger for the Christmas Train Ride.

The Concessionaire has proposed that the Christmas Train Ride for the 2015-16 holiday season be produced without the "Visit with Santa" feature. Previous Christmas Train Ride events did include the Visit with Santa, but decor and labor costs have made it prohibitive for the Concessionaire to provide the feature this season. The Concessionaire stated that the Visit with Santa may resume in future Christmas Train Ride events. Since the 2015-16, Christmas Train Ride does not have a "Visit with Santa" feature, the ticket price will be reduced from Seven Dollars (\$7.00) per person to Four Dollars (\$4.00) per person.

According to Section 8 ("Operating Responsibilities") of the Concession Agreement, prices charged "...shall not exceed prevailing market prices for the same standard grade of service or merchandise at similar venues in the surrounding community."

The only venue in Southern California with a similar attraction is the Irvine Park Railroad where the Train Ride to Santa will cost Twelve Dollars (\$12.00) per person and a photo with Santa will cost Ten Dollars (\$10.00) during the 2015 holiday season.

### FISCAL IMPACT STATEMENT:

With a larger patron capacity in 2015-16 at the Griffith Park location, the Department anticipates exceeding the 2012 holiday season sales of Eight Thousand Five Hundred (8,500) tickets and estimates that the proposed 2015-16 Christmas Train Ride will generate approximately Ten Thousand Dollars (\$10,000.00) in additional revenue to the Department or ten percent

REPORT OF GENERAL MANAGER

PG. 3

NO. 15-201

(10%) of estimated gross revenue of One Hundred Thousand Dollars (\$100,000.00). Ninety percent (90%) of revenue received, Nine Thousand Dollars (\$9,000.00) is deposited into the General Fund and ten percent (10%) of the revenue received, One Thousand Dollars (\$1,000.00), is deposited into the Concession Improvement Account.

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



REPORT OF GENERAL MANAGER

NO. 15-202

DATE September 2, 2015

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **DOWNEY POOL – EXEMPTION FROM ALCOHOLIC BEVERAGE POLICY FOR WATER CONSERVATION AWARENESS SPECIAL EVENT**

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

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

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

---

RECOMMENDATIONS:

That the Board:

1. Approve a one-time exemption to the Department of Recreation and Parks (RAP) Alcoholic Beverage Policy to allow full spirits to be served at a water conservation awareness special event, to be held on September 26, 2015, from 12:00 p.m. to 5:00 p.m. at Downey Pool;
2. Authorize RAP to issue a Right of Entry permit to Change the Course, Dig Deep Right to Water Project, and The Mayor’s Fund (event sponsors), which includes a provision to allow for the sale and consumption of full alcoholic spirits.

SUMMARY:

The RAP Alcoholic Beverage Policy allows for the sale and/or consumption of alcoholic beverages at approved events, but the beverages are limited to beer and wine. The Board of Recreation and Park Commissioners (Board) may, at its discretion, grant an exemption to this policy to allow for the sale of other types of alcoholic beverages.

Three organizations have collaborated to host a proposed “Empty Pool Party” to be held at an already empty public pool to raise awareness concerning the drought and other water issues facing Los Angeles, and Downey Pool was identified as the proposed site. DigDeep is a Los Angeles-based human rights organization committed to making clean water more accessible and sustainable in communities across the globe, and whose education work in the U.S. includes digital activations and

## REPORT OF GENERAL MANAGER

PG. 2                      NO. 15-202

live events with the intent of changing the way young people think about water. Change the Course is a national freshwater restoration and conservation initiative in which corporate sponsors commit to fund water restoration projects for each public pledge to conserve water, and The Mayor's Fund for Los Angeles brings together private, philanthropic, nonprofit and government resources to solve the City's most pressing challenges, sponsoring programs that address both current and future needs while maintaining an independent and nonpartisan focus on the long-term health of the City and its residents.

The proposed event is for adults, 21 years of age and older, and is designed to specifically target the young adult population of 21 to 39 year olds, 78% of whom, according to the event sponsors, have never seen their water bill. The proposed event is scheduled to take place on Saturday, September 26, 2015 from 12:00 p.m. to 5:00 p.m. at Downey Pool, and the event is free of charge. In lieu of an entry fee, a free ticket can be obtained by signing a pledge to implement one of several water-saving actions at home. The total savings realized through these pledged efforts will be celebrated during the event. Sign-ups will be managed through the event website, and the estimated number of guests is between 150 and 250. As guests arrive, event security will conduct identification checks and distribute wristbands.

Around the empty pool, guests will find interactive installations, educational material, beach games, small bites prepared by Los Angeles area chefs, cocktails and beer (Absolut Vodka's new brand Concá is a title sponsor), and live music. Each guest will be given parting gifts such as a water-efficient shower head and rebate information that will help them to conserve water at home. In addition, this will be a "no-waste" event with composting and recycling on premises.

As part of the event, it is proposed that full spirits be made available for purchase and consumption. The alcoholic beverages will be served by trained bartenders and consumed in a secured area, cordoned off exclusively for this purpose. Event security will monitor the entrance and exit to this area. Alcohol will be served in reusable plastic ware and in quantities of one ounce or less in mixed drinks (no alcohol shots); food and non-alcoholic drinks including water, soft drinks and fruit juices will be offered. The alcohol will be provided by Absolut Co., which supports the overall event goal by its commitment to global water sustainability.

Because Downey Pool is uniformly shallow and has a staircase that leads into the pool, the event sponsors have proposed to utilize this space for installations or as the beverage area. RAP Aquatics staff met with the event sponsor at the facility to assess their proposed use of the facility and confirmed that at its shallowest point of 3 ½ feet, the pool gradually slopes to 4 feet and the grade of the slope is in compliance with Americans with Disabilities Act (ADA) standards. It was also determined that no materials are needed on the bottom of the pool to create a flat, level surface.

## REPORT OF GENERAL MANAGER

PG. 3                      NO. 15-202

The event sponsors are committed to keeping guests safe and have proposed to erect a temporary barrier around the empty pool. A protective-non slip cover will be placed over the bottom of the pool surface, similar to what is laid on wooden gym floors to protect them from grooves and scuffs. Barricades will be placed around the perimeter of the pool, with an opening at the stairway. In addition, a ramp will be placed as an alternate entrance into the pool. A second "activity pool", which slopes from zero depth to a maximum of 18 inches, will be used as a demonstration area. The pool will be filled with foam balls to demonstrate how this method inhibits water evaporation in reservoirs. Participants will be able to walk along the zero depth area of the pool towards the deepest section of the pool where the balls are located. Stanchions will be erected to serve as a barrier between the attendees and the area of the pool containing the foam balls.

The event sponsor will hire maintenance and security companies at their expense to cover the event, and any additional cost for cleanup will be borne by the event sponsor. Staff will continue to work with the event sponsor as needed to ensure the safety of the participants and hired staff, as well as to ensure that the condition of the facility is safeguarded.

Upon Board approval of the one-time policy exemption, staff will prepare and issue a Right of Entry permit to the event sponsor. Facility and alcohol use fees will be deposited into RAP accounts designated for the facility, and the General Fund.

In exchange for the use of the facility, the event sponsor has offered to upgrade the restrooms by replacing the urinals with water-free models from Falcon Waterfree Technologies. These models have been installed in other public facilities such as Santa Clara University, where the campus has transitioned to 100% waterless urinals, and Staples Center, whose Vice President of Engineering estimated that over \$2,000 in direct water costs (excluding sewer charges and other municipal taxes) are saved each month, and over seven million gallons of water are saved per year. Replacement of the urinals would be at no cost to the City. If the Board wishes to pursue this further, staff will present a proposed scope of work and other details regarding the proposal from Falcon Waterfree Technologies at a subsequent meeting.

### FISCAL IMPACT STATEMENT:

There is no negative impact to the Department's General Fund as the event sponsor will incur all expenses related to the event. A percentage of the revenue generated through fees associated with this event will be deposited into the General Fund.

Report prepared by Trish Delgado, Principal Recreation Supervisor I and Lisa Shinsato, Management Analyst II, Contracts Unit.



REPORT OF GENERAL MANAGER

NO. 15-203

DATE September 2, 2015

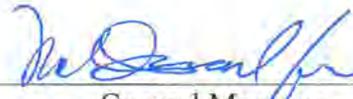
C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PLAZA DE LA RAZA – PERMISSION TO SERVE AND SELL ALCOHOLIC BEVERAGE AT FOUR SPECIAL EVENTS

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board authorize permission to serve and sell alcoholic beverages (beer and wine) at four (4) special fundraising events to take place at Plaza de la Raza.

SUMMARY:

Plaza de la Raza is a non-City of Los Angeles facility that is located on the premises of Lincoln Park, within the Metro Region. It is operated by a non-profit organization as a multi-discipline, cultural and arts-education center since 1970. The Department of Recreation and Parks (RAP) has an agreement with Plaza de la Raza since 1999.

Plaza de la Raza is planning to hold three (3) special fundraising events on September 12, 2015; September 26, 2015; and on November 7, 2015. One (1) special event is also scheduled on September 15, 2015 for Latino Heritage Month. As part of the events, Plaza de la Raza would like to sell and serve beer and wine. The serving of beer and wine will be allowed only in a “beer garden” area, and will meet all State and local regulations, as well as the RAP Department’s Alcoholic Beverage Policy. In addition, Plaza de la Raza will provide security at all four (4) events.

The five (5) alcohol-related events in the Metro Region are the Seoul International Korean Festival, Debs Parks Audubon Society Event, Echo Park Lotus Festival, Arroyo Seco Lummis Days Festival, and Council District 1 Jazz Festival.

FISCAL IMPACT STATEMENT:

There is no negative impact to the Department’s General Fund.

This report was prepared by Bertha Calderon, Management Analyst, Metro Region.



REPORT OF GENERAL MANAGER

NO. 15-204

DATE September 2, 2015

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK/CENTRAL SERVICE YARD – AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF GLENDALE TO PERFORM GROUNDWATER ENVIRONMENTAL REMEDIATION – RESCISSION OF PREVIOUS BOARD ACTION – REVISED AMENDMENT

<i>for</i> *R. Barajas <u>USD</u>	K. Regan _____
H. Fujita _____	N. Williams _____
V. Israel _____	

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

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

RECOMMENDATIONS:

That the Board:

1. Rescind approval of the proposed Amendment to the Lease Agreement with the City of Glendale to perform groundwater environmental remediation on a portion of the Department of Recreation and Parks' (Department) Griffith Park/Central Service Yard , approved on January 21, 2015;
2. Approve a revised proposed Amendment, substantially in the form on file in the Board Office, to the Lease Agreement with the City of Glendale to perform groundwater environmental remediation on a portion of the Department's Griffith Park/Central Service Yard to extend the term of the agreement for a period of ten (10) years under terms and conditions described in the Summary of this Report, subject to the approval of the Mayor and the City Council, and the City Attorney as to form;
3. Direct the Board Secretary, in accordance with Executive Directive No.3, to forward the proposed amendment to the Mayor and, concurrently, to the City Attorney for review as to form, and, request that the City Attorney expedite the processing of the amendment through City Council; and,
4. Upon receipt of the necessary approvals by City Council and the City Attorney, authorize the Board President and Secretary to execute the amendment.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-204

### SUMMARY:

In 1989, the Environmental Protection Agency (EPA) identified elevated concentrations of Volatile Organic Compounds (VOC's) in the groundwater in and around the Glendale/Griffith Park area. Further investigation revealed two distinct plumes of contamination which were called the Glendale North Plume and the Glendale South Plume. The EPA initiated studies to evaluate alternative methodologies for groundwater clean-up. In 1993, the EPA selected a cleanup remedy for these plumes of groundwater contamination. The proposed remedy consisted of groundwater extraction and treatment for the shallow aquifer system. As part of this process, the EPA identified specific sites at which they recommended placement of extraction and monitoring wells. One of these sites was the Department's Griffith Park/Central Service Yard.

On November 4, 1998, the Board, through Board Report No. 464-98, approved a fifteen (15) year lease agreement with the City of Glendale to allow for the remediation of toxic groundwater through the placement of two (2) subsurface extraction and monitoring wells and associated pipelines within the Department's Central Service Yard. The groundwater toxic remediation is being conducted by the City of Glendale, a municipal corporation and the Glendale Respondent's Group, LLC, acting on behalf of the City of Glendale. This lease agreement contained an option to extend the term by another ten (10) years.

At the written request of the City of Glendale, dated April 13, 2014, the Board, through Report No.15-008, approved an Amendment to the Lease Agreement with the City of Glendale that extended the term by an additional ten (10) years. This approval was made on January 21, 2015.

Following the Board's approval of Report No. 15-008, the City Administrative Officer, who reviewed the proposed Amendment for the Mayor's Office, recommended that the proposed Amendment include language for the continuation of rent adjustments every five (5) years beginning at the sixteenth (16<sup>th</sup>) year of the Lease or the first (1<sup>st</sup>) year of the renewal term. Subsequently, the Arts, Parks and River Committee, Chaired by Councilmember Mitch O'Farrell of Council District 13 and whose council district includes Griffith Park/Central Service Yard, recommended that the Amendment include language to give the City the ability to terminate the Agreement with written notification. It should be noted that there are discussions to create a master plan for the redevelopment of the park property from its current use as a maintenance yard to a public park adjacent to the Los Angeles River. Should these plans come to fruition, the proposed revision would give the City leverage over the City of Glendale for relocating the existing wells to a more design friendly location on the same park property.

REPORT OF GENERAL MANAGER

PG. 3                      NO. 15-204

Department staff concur with the two (2) recommendations received and after further discussions with representatives from the City of Glendale, the following revisions are to be included in the Lease Amendment are being proposed for the Board's consideration and approval:

1. Rent adjustments, as described in the original lease, shall continue during the proposed extension term.
2. The Department shall have the right to terminate the Lease Agreement upon providing two (2) years notice to the City of Glendale.
3. Should the Department provide written notice to the City of Glendale to terminate the Lease Agreement, the City of Glendale's existing wells will not be taken off-line until new replacement wells are on-line.
4. The Lease extension term shall be ten (10) years.

Department staff requests that the Board rescind approval of the Lease Amendment from Report No. 15-008 and approve the revised proposed Lease Amendment described in this Report.

FISCAL IMPACT STATEMENT:

There will be no additional fiscal impacts to the Department's General Fund as a result of this lease with the City of Glendale. It should be noted that the Department will continue to realize savings as Glendale will be responsible for the operation and maintenance costs of the area under the lease for the twenty-five (25) year term of the lease. Currently, the Department receives \$11,520.00 in rent annually or \$115,200.00 during the ten (10) year renewal period. With the proposed revised amendment, the Department may receive an additional \$1,059.84 annually or \$10,598.40 for the term of the renewal period.

This Report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction and Maintenance Branch.



REPORT OF GENERAL MANAGER

NO. 15-205

DATE September 2, 2015

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

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

*for*

\*R. Barajas  
H. Fujita  
V. Israel

K. Regan  
N. Williams



General Manager

Approved                     

Disapproved                     

Withdrawn                     

RECOMMENDATION:

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

STOP PAYMENT NOTICE:

The Department is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Sections 8044, 8128, and 9350-9510, on the following contract:

Contract 3514      CD 15

Gaffey Street Pool - Pool And New Bathhouse  
(PRJ20726) (W.O. #E1907453F)  
Project Status: construction  
Project Impact: none

General      AWI Builders, Inc.  
Contractor:  
Claimant:      Arrow Concrete  
Amount:      \$69,375.00,

FISCAL IMPACT STATEMENT:

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

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



REPORT OF GENERAL MANAGER

NO. 15-206

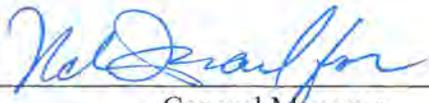
DATE September 2, 2015

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK RECREATION CENTER – POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1504P) (W.O. #E1907715) – FINAL PLANS AND CALL FOR BIDS

*for* \*R. Barajas *CS* K. Regan \_\_\_\_\_  
H. Fujita \_\_\_\_\_ N. Williams \_\_\_\_\_  
V. Israel \_\_\_\_\_

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

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

RECOMMENDATIONS:

That the Board:

1. Approve the final plans and specifications, substantially in the form on file in the Board Office, for the Lincoln Park Recreation Center – Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) project; and,
2. Approve the date to be advertised for receipt of bids as Tuesday, October 27, 2015, at 3:00 p.m. in the Board Office.

SUMMARY:

Submitted are the final plans and specifications for the Lincoln Park Recreation Center – Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) project, located at 3501 Valley Boulevard, Los Angeles, California 90032, as prepared by the design consultant, Fisher Sehgal Yanez (FSY) Architects, Inc., under the direction of the Department of Public Works, Bureau of Engineering (BOE), Architectural Division.

The project scope provides for the improvements to the existing recreation center area of the park. The following is a general list of the improvements:

1. Demolition of the existing deteriorated aging swimming pool and bathhouse with adjacent concrete courtyard and equipment pump house.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-206

### 2. Construction of:

- a) New nine thousand (9,000) square-foot (sf) lap pool with seven thousand three hundred (7,300) sf pool deck.
- b) New one thousand six hundred (1,600) sf children's water play area with two thousand three hundred (2,300) sf adjacent concrete deck.
- c) New one thousand two hundred (1,200) sf equipment and chemical building.
- d) New four thousand three hundred (4,300) sf bathhouse.
- e) New concrete retaining wall adjacent to the pool.
- f) New landscaping & irrigation around the new pool and bathhouse.
- g) New pool perimeter fencing.
- h) New one thousand three hundred (1,300) sf bio-filtration swale.

The City Engineer's estimate for the construction costs of this project is five million five hundred thousand dollars (\$5,500,000.00.) Due to the nature of public competitive bidding, two (2) Deductive Bid Alternatives are included below. This will provide the Department with the flexibility to deduct portions of the scope of work to meet the approved funding and allow the successful award of the project for construction.

Deductive Bid Alternate No. 1 - Lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award for deletion of all work associated with the one (1) inch mini mesh vinyl coated perimeter chain link fencing (CL), including its concrete footings and curbs, and replacing CL fencing with the tube steel picket fencing, including its concrete footings and curbs, as shown in the plans and specifications.

Deductive Bid Alternate No. 2 - Lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award for deletion of all work associated with decorative lithocrete concrete work (Lithocrete), as shown in the plans and specifications, and replacing Lithocrete with an integral colored (white-cement and white-sand) concrete, as shown in the plans and specifications.

This project is partially funded by the Proposition K - L.A. for Kids Program (Prop K) fund. Prop K is funding the children's water play area portion in the pool facility. The remainder of the project is funded by Capital Improvement Expenditure Program (CIEP), Federal Community Development Block Grant (CDBG), Municipal Improvement Corporation of Los Angeles (MICLA) and Quimby funds.

REPORT OF GENERAL MANAGER

PG. 3

NO. 15-206

Funds are available from the following funding accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
CIEP General Fund	100/54/00K038
CDBG 40 <sup>TH</sup> PY	424/43/43L514
MICLA (14-15 Mayor Budget)	298/88/88LNB3
Proposition K (09-10) Competitive	43K/10/10F229
Proposition K (11-12) Reconciliation	44S/10/10H001
Proposition K (15-16) Competitive	43K/10/10MPBY
Quimby Report No. 09-258	302/89/89460K-MS
TOTAL:	

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the project will consist of the replacement of the existing pool, bathhouse and equipment pump house. Since the bathhouse is associated with one (1) of three (3) ninety-five (95) year old turn-of-the-century conservatory buildings at the park built in 1914, a historic structures evaluation was performed. It was determined that the bathhouse did not retain enough architectural integrity due to substantial modifications over the years to be a significant historical resource eligible for listing on either the California or National historic registers. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA), without exception, pursuant to Article III, Section 1, Class 1(11), Class 2(5) and Class 3(6, 17) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles City Clerk and Los Angeles County Clerk.

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

FISCAL IMPACT STATEMENT:

The project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the Department's General Fund. However, future operations and maintenance costs will be included in future Department annual budget requests.

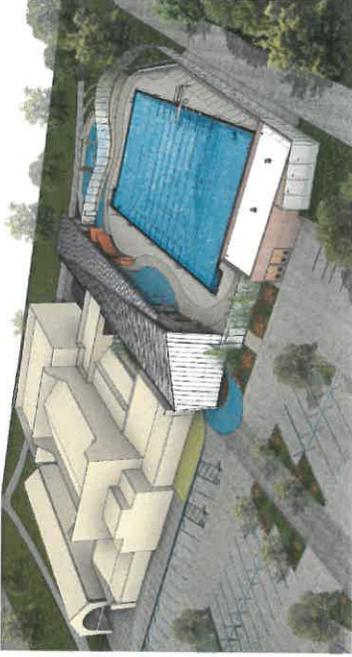
This Report was prepared by Willis Yip, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Program Manager, BOE Recreational and Cultural Facilities Division; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and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





# LINCOLN PARK RECREATION CENTER POOL & BATHHOUSE REPLACEMENT

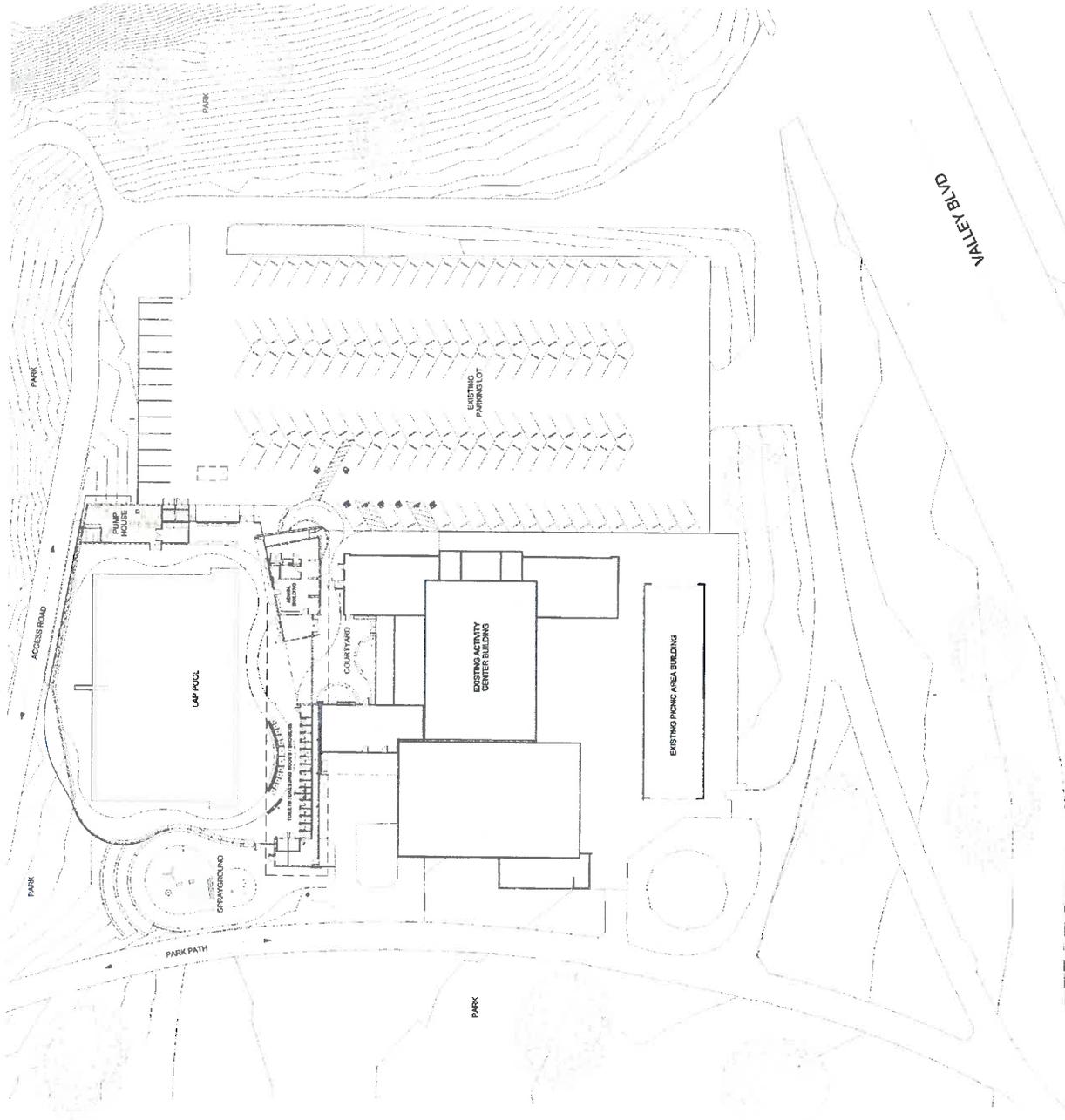
3501 VALLEY BLVD., LOS ANGELES, CA 90031



# LINCOLN PARK RECREATION CENTER POOL & BATHHOUSE REPLACEMENT

3501 VALLEY BLVD., LOS ANGELES, CA 90031

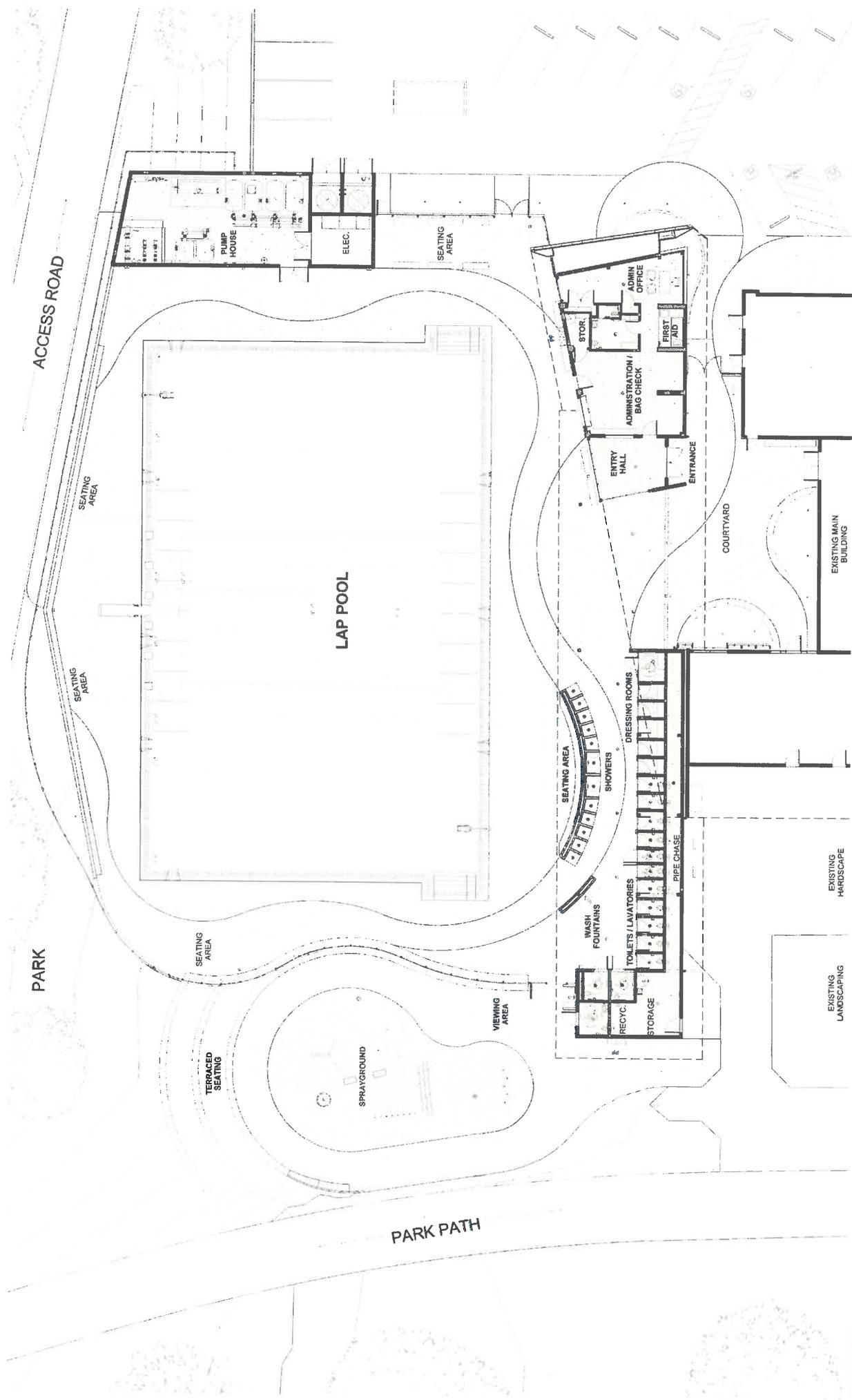




# LINCOLN PARK RECREATION CENTER POOL & BATHHOUSE REPLACEMENT

3501 VALLEY BLVD., LOS ANGELES, CA 90031





ACCESS ROAD

PARK

SEATING AREA

SEATING AREA

SEATING AREA

TERRACED SEATING

LAP POOL

VIEWING AREA

PARK PATH

SPRAYGROUND

WASH FOUNTAINS

TOILETS / LAVATORIES

STORAGE

RECVC.

PIPE CHASE

SHOWERS

DRESSING ROOMS

SEATING AREA

ENTRY HALL

ADMINISTRATION / BAG CHECK

ADMIN OFFICE

FIRST AID

STOR.

ENTRANCE

COURT-YARD

EXISTING MAIN BUILDING

EXISTING LANDSCAPE

EXISTING HARDSCAPE

# LINCOLN PARK RECREATION CENTER POOL & BATHHOUSE REPLACEMENT

3501 VALLEY BLVD., LOS ANGELES, CA 90031



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

September 2, 2015

TO: BOARD OF RECREATION AND PARKS COMMISSIONERS

FROM: MICHAEL A SHULL, General Manager



SUBJECT: SUNSET GORDON PROJECT/SUNSET GORDON PARK

Background

The Sunset Gordon Project (Project) is a mixed-use residential and commercial project located on an approximately 1.7 acre site at 5929-5945 Sunset Boulevard and 1512-1540 North Gordon Street in Hollywood. The Project includes 299 dwelling units, approximately 13,500 square feet of restaurant and retail space, approximately 40,000 square feet of office space, a parking structure that has parking levels both above and below grade, and a public park. The public park is located on the north side of the Project, along the Project's Gordon Street frontage and above a below grade portion of the project's parking structure, and is located at street level.

On July 16, 2012, the developer of the project, 5929 Sunset (Hollywood), LLC (Developer), paid the required Quimby Fees for the 305 dwelling units entitled to be developed as a part of the Project. The total Quimby fee payment received by Department of Recreation and Parks (Department) for this project was \$1,253.855.

On June 11, 2014, the Board of Recreation and Park Commissioners (Board) authorized the Department to initiate preliminary acquisition of an approximately 21,177 square foot perpetual easement over all or portion of Assessor's Parcel Numbers (APN) 5545-009-05, 5545-009-06, and 5545-009-07, generally located 1522-1534 Gordon Street, Los Angeles, California 90028, for public park purposes, and directed staff to return to the Board with a Purchase and Sale Agreement, escrow instructions and related documents, and a Covenant for Maintenance Obligations (Maintenance Covenant), for the Board's final approval to purchase the easement and the park improvements installed upon it (Board Report No. 14-098). Additionally, the Board requested that Department staff provide a bi-yearly, informational report to the Board on how the park is being used by the community and how it is being integrated in the community.

Pursuant to California Public Resources Code Section 21151(c), Doug Haines filed an appeal of the Board's June 11, 2014 action on behalf of the La Mirada Avenue Neighborhood Association. No action has yet been taken by the City in response to this appeal (Council File: 14-0899).

In October 2014, in response to a lawsuit filed in May 2012, by the La Mirada Avenue Neighborhood Association, challenging the City's approval of the Project, the Los Angeles Superior Court ruled that the City had improperly issued construction permits for the Project. The judge's ruling effectively invalidated the construction permits for the project. The Developer appealed the judge's ruling, however, the City did not appeal the ruling. The Developer's appeal was scheduled for oral argument before the Courts of Appeal on August 25, 2015.

#### Current Status

Until the legal status of the park is resolved, Department staff cannot move forward and complete preliminary acquisition activities for the proposed acquisition of the perpetual easement for the park.

This Report was prepared by Darryl Ford, Principal Project Coordinator, Planning, Construction, and Maintenance Branch.

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE

**DATE:** August 26, 2015

**TO:** Board of Recreation and Park Commissioners

**FROM:** Vicki Israel, Assistant General Manager  
Partnership and Revenue Branch 

**SUBJECT:** State Street Recreation Center – Use of Foundation for Early Childhood Education Vacated Space

On July 8<sup>th</sup>, 2015, the Board approved the termination of an agreement with the Foundation for Early Childhood Education (Report No.15-149), who had previously operated a head-start program at State Street Recreation Center for several years. The Board requested information regarding how the recreation center would be using the space in the future, which was vacated by the head-start program.

Through discussions with the Recreation Center Director in Charge, the Partnership Division was advised that the space would be used for:

- After-school programming, commencing on or about mid-August, 2015;
- LA Kids Programs which provide free recreation programs for youth;
- Guitar and Drum Classes as scheduling would allow; and,
- Teen Club meetings that meet twice per week

Joel Alvarez, Senior Management Analyst II from the Partnership Division is available by email at [joel.alvarez@lacity.org](mailto:joel.alvarez@lacity.org), or by phone at (818) 243-6488, should further information be required.

VI/DP/JA:adlt

cc: Michael A. Shull, General Manager  
Kevin Regan, Assistant General Manager, Operations Branch  
Sophia Pina-Cortez, Superintendent, Metro Region Operations  
Armando Bencomo, Commission Executive Assistant II, RAP Board Office



FOR INFORMATION ONLY

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

September 2, 2015

TO: BOARD OF RECREATION AND PARK COMMISSIONERS



FROM: MICHAEL A. SHULL, General Manager

SUBJECT: EXPO CENTER – OPERATING AGREEMENT BETWEEN OFFICE OF EXPOSITION PARK MANAGEMENT/CALIFORNIA SCIENCE CENTER AND THE DEPARTMENT OF RECREATION AND PARKS FOR SOBOROFF PLAYFIELD

On May 3, 2000, the Board, through Report No. 00-171, approved the first Land Exchange Agreement (Agreement) of property between the State of California (Science Center) and the Department of Recreation and Parks (RAP) within Exposition Park. The Agreement effectuated the transfer of 5.91 acres of RAP property to the Science Center and 6.17 acres of Science Center property to RAP. One of the conditions of the first Agreement is that the Science Center will provide RAP with a long-term agreement for the continued use of the Science Center-owned property now known as Soboroff Sports Field (Playfield).

In 2006, the Friends of EXPO Center raised \$5.5 million to renovate the Playfield to include two (2) synthetic turf youth soccer fields, three-tier bleachers, a restroom/equipment storage building, concrete walkways, tubular steel fencing, and a modular tile panel system to allow for parking over the Playfield.

When the Playfield was completed in 2007, RAP began managing its programs and scheduling. The Playfield serves local residents through a full range of sports and recreational programs. The Playfield also serves as a resource to nearby schools and community groups.

On November 19, 2008, the Board, through Report No. 08-319, approved the second Agreement with the Science Center in which RAP transferred approximately 7.5 acres of properties, and the Science Center transferred the Exposition Park Rose Garden, which measures approximately 7.17 acres. The second Agreement also included language about RAP's use and management of the Playfield.

The April 2, 2009, the Playfield Operating Agreement authorized RAP to use the Playfield for all sporting activities throughout the year. On major event days (Major Events) with 40,000 or more spectators, such as University of Southern California (USC) football games, soccer games,

make the Playfield available for parking for Major Events, RAP would be responsible to reimburse the Science Center for the loss of parking revenue for 325 vehicles. The cost to install the Playfield tile cover is \$15,000.00 per occurrence. This does not include cleaning the tiles, which costs \$40,000.00 per occurrence. On average, the Playfield cover is installed fifteen (15) times annually. Including an annual payment to the Science Center of \$120,000.00 for grounds maintenance, utilities, security, and tile cover installation, the annual cost to RAP is \$405,000.00.

The term of the Playfield Operating Agreement was for a period of five (5) years from the date of execution (April 2, 2009) and renewable annually for twenty (20) years at the discretion of the Science Center. RAP found it difficult and costly to continue the 2009 agreement terms. Therefore, the Agreement was terminated in October 2014, which effectively ceased the legal obligations of the Agreement. Not desiring to have the Playfield temporarily closed, or youth and other league sports schedules disrupted, RAP and the Science Center entered into a month-to-month agreement effective March 1, 2015, to December 31, 2015.

In an effort to reach a more manageable and cost effective solution for the Playfield Operating Agreement before December 31, 2015, RAP and the Science Center conducted several meetings to develop a draft term sheet that include good and valuable considerations for all parties involved. In summary, the following terms are being considered for the future Playfield Operating Agreement:

- RAP has agreed to a one-time capital improvement for an expanded parking plan. The expanded parking plan is designed to increase the number of parking spaces controlled by RAP and to mitigate parking on the Playfield for Major Events, thus eliminating the need to cover the Playfield. The plan consists of creating 214 parking spaces as follows: Vermont strip (Science Center owned) – 80 spaces, Leighton Avenue (RAP owned) – 66 spaces, MLK strip (RAP owned) – 68 spaces. All revenue generated from Major Event parking will go to the Science Center. The estimated cost of the capital improvements is \$217,845.00, of which \$52,500.00 will be reimbursed by the Science Center within one (1) year of completion of the project.
- Upon the completion of the expanded parking plan, EXPO Center will no longer have use of Lot 1 for daily parking.
- RAP will pay the Science Center an annual fee of \$90,000.00 to lease the Playfield.
- The Science Center will provide a full-time Department of Public Safety officer to EXPO Center during operating hours Monday through Saturday.
- The Science Center will provide free parking for five (5) EXPO Center major events (not to exceed 495 parking spaces).

The suggested term of the new Playfield Operating Agreement will be ten (10) years with options to renew. Under the new agreement, RAP will save \$315,000.00 annually. A formal Board Report will be prepared for your approval when the Playfield Operating Agreement is completed.

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

## MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

### GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

### BIDS TO BE RECEIVED:

9/29/15      Whitsett Fields Park - Synthetic Turf Improvements (PRJ20757)  
(W.O. #E170150F)

### PROPOSALS TO BE RECEIVED:

9/8/15      Echo Park Boathouse Café Concession

9/29/15      Operation and Maintenance of the Pershing Square Café Concession

### QUALIFICATIONS TO BE RECEIVED:

None