

**REGULAR MEETING AGENDA**  
**BOARD OF RECREATION AND PARK COMMISSIONERS**  
**OF THE CITY OF LOS ANGELES**

**Wednesday, May 3, 2017 at 5:30 p.m.**

**Friendship Auditorium**  
**3201 Riverside Drive**  
**Los Angeles, CA 90027**

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SYLVIA PATSAOURAS, PRESIDENT  
LYNN ALVAREZ, VICE PRESIDENT  
MELBA CULPEPPER, COMMISSIONER  
PILAR DIAZ, COMMISSIONER  
MISTY M. SANFORD, COMMISSIONER

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

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

1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Councilmember David E. Ryu's Office, Fourth Council District
- Introduction of Friendship Auditorium Staff

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of April 19, 2017

3. NEIGHBORHOOD COUNCIL COMMENTS

- Discussion with Neighborhood Council Representatives on Neighborhood Council Resolutions or Community Impact Statements Filed with the City Clerk Relative to Any Item Listed or Being Considered on this Board of Recreation and Park Commissioners Meeting Agenda (Los Angeles Administrative Code 22.819; Ordinance 184243)

4. BOARD REPORTS

- |        |   |
|--------|---|
| 17-105 | Emergency Preparedness Section – Allocation of Funds to Renovate Partnership Division Offices to Emergency Preparedness Section Headquarters and Department Operations Center |
| 17-106 | As-Needed Entertainment Production – Award of Contracts   |

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5. BOARD REPORT PUBLIC COMMENT

Members of the Public Who Wish to Comment on Matters Relevant to the Board Reports

6. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – President Patsouras and Commissioner Diaz
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

7. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities

8. GENERAL PUBLIC COMMENT

Members of the Public Who Wish to Comment on Other Matters Not Listed on the Agenda and under the Jurisdiction of the Department of Recreation and Parks

9. COMMISSION BUSINESS

Comments from Commissioners on Matters within the Board's Jurisdiction and Requests by Commissioners to Schedule Specific Future Agenda Items

10. NEXT MEETING

The next Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, May 17, 2017, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South 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 may be heard live over the telephone through the Council Phone system, depending on technological capabilities at the Meeting location. To listen to a Meeting that can be broadcasted live over the telephone, please call one of the following numbers:

from Downtown Los Angeles  
from West Los Angeles  
from San Pedro  
from Van Nuys

(213) 621-CITY (2489)  
(310) 471-CITY (2489)  
(310) 547-CITY (2489)  
(818) 904-9450

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For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>  
Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640.  
Copies of the Agenda and Reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).

## REGULAR MEETING MINUTES

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

Wednesday, April 19, 2017

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting in EXPO Center Comrie Hall at 9:30 a.m. Present were President Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, Commissioner Pilar Diaz, and Commissioner Misty Sanford. Also present were Michael A. Shull, General Manager, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Vicki Israel, Recreation Services Branch  
Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

#### APPROVAL OF MINUTES

Commissioner Alvarez moved that the Board approve the Minutes of the April 5, 2017 Meeting and the Minutes of the April 5, 2017 Special Meeting, which was seconded by Commissioner Diaz. There being no objections, the Motion was unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

There were no comments from the Neighborhood Council Representatives relative to the Agenda Items being considered.

#### BOARD REPORTS

##### 17-104 – Taken Out Of Order

EXPOSITION PARK – APPROVAL OF PROPOSED LUCAS MUSEUM OF NARRATIVE ART, CONCURRENCE WITH THE CONDITIONS OF VESTING TENTATIVE TRACT MAP NO. 74715, GRANT AUTHORITY TO THE GENERAL MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF PLANNING APPLICATION

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Nick Maricich, Director of Planning Policy and Development of Mayor Eric Garcetti's Office, spoke in support of the proposed Lucas Museum of Narrative Art (Lucas Museum), and discussed the planned relocation of the Soboroff soccer field, subterranean parking, and open green space as part of the proposed Lucas Museum project.

Anthony-Paul Diaz, Executive Officer and Chief of Staff, presented Board Report No. 17-104 for authorization of the Department's General Manager or Designee to execute the City Planning Department's Application, subject to the City Planning Department issuing a letter of clarification to the Determination Letters for Vesting Tentative Tract Map No. 74715, with certain conditions of approval included in the staff report to the City Planning Commission for Case No. CPC-2016-4121-GPA-SP-SPP; and direction to Department staff to work with the 6<sup>th</sup> District Agricultural Association/Exposition Park (6<sup>th</sup> District) to amend the terms and conditions of the Ground Lease – Athletic Field between the 6<sup>th</sup> District and the City that are affected by the proposed Lucas Museum,

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draft a Lease Agreement to allow the use of park property located on Leighton Street identified as Los Angeles County Assessor's Parcel Nos. (APN) 5307-027-101 and 102 for the proposed Lucas Museum, come to an agreement on the transfer of ownership of the park property to the State and the transfer to the City of the replacement property in accordance with the City Charter; and present the Amended Ground Lease - Athletic Field Agreement, the Lease Agreement with the State for the Leighton Street parcels, and the proposed transfer of ownership of park property between the City and State to the Board for final approval.

The title of Board Report No. 17-104 was corrected to strike out "Conceptual" as follows:

EXPOSITION PARK – ~~CONCEPTUAL~~ APPROVAL OF PROPOSED LUCAS MUSEUM OF NARRATIVE ART, CONCURRENCE WITH THE CONDITIONS OF VESTING TENTATIVE TRACT MAP NO. 74715, GRANT AUTHORITY TO THE GENERAL MANAGER OR HIS DESIGNEE TO EXECUTE THE DEPARTMENT OF PLANNING APPLICATION

The Board and Department staff discussed the Department's jurisdiction over the two parcels located on Leighton Street, the relocation of the Soboroff soccer field to accommodate the subterranean parking site for the Lucas Museum, land swap and lease negotiations between the City and State, and planned negotiations for parking spaces within the subterranean parking garage for EXPO Center and soccer field patrons.

Public comments were invited for Board Report No 17-104. Two requests for public comment were submitted, and such comments were made to the Board.

Commissioner Sanford requested that the design presentation of the proposed Lucas Museum be presented at a future Facility Repair and Maintenance Task Force Meeting.

President Patsouras requested a Motion to approve Board Report No. 17-104 as corrected. Commissioner Alvarez moved that Board Report No. 17-104 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.

17-103 – Taken Out Of Order

50 PARKS INITIATIVE – ALPINE RECREATION CENTER EXPANSION PROJECT (ORD AND YALE STREET PARK) – LOS ANGELES PUBLIC LIBRARY; APPROVAL OF MEMORANDUM OF AGREEMENT WITH A FIFTY-YEAR TERM; APPROVAL OF THE AMENDMENT TO THE EXECUTED PURCHASE AND SALE AGREEMENT; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(6) AND CLASS 4(2 AND 3) OF THE CITY CEQA GUIDELINES

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Cid Macaraeg, Senior Management Analyst II of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-103 for adoption of the Resolution authorizing the Department of Recreation and Parks (RAP) to enter into a fifty-year Memorandum of Agreement (MOA) with the Los Angeles Public Library (LAPL) per Charter Section 594(a) and (b); approval of the proposed Amendment to the executed Purchase and Sale Agreement (PSA); approval of the proposed MOA as amended between RAP and LAPL for the operation, maintenance and

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development of a portion of the Chinatown Library property; authorization of the City Attorney to make changes to the MOA, if necessary; approval of the finding that the execution of the MOA is categorically exempt from the California Environmental Quality Act; authorization of the General Services Department, or Board President and Secretary, to execute the proposed Amendment to the PSA upon receipt of the aforementioned approvals; approval of the Conceptual Plan for the design of the new park as presented by the Department of Public Works, Bureau of Engineering (BOE); approval of the unbudgeted and unanticipated costs not to exceed \$10,000.00 to pay for any and all City Departments processing fees associated with the acquisition and completion of the acquisition and development project; direction to RAP's Chief Accounting Employee to set up necessary accounts to pay interdepartmental requests for funds associated with any processing fee needed to complete the development and acquisition of the park; direction to the Board Secretary to execute the escrow instructions and accept the grant deed, as approved by the City Attorney; approval of the reciprocal Easement (Easements) accepting and granting access and control of areas described in the Agreement's legal description for maintenance and access through RAP and private property; authorize RAP staff in coordination with the City Attorney to make any necessary changes to the Easements, if necessary; and direct that the acquisition of the real property made pursuant to the Amendment and any subsequent dedication of such property as a public park be made subject to the Easements.

Recommendation No. 15 of Board Report No. 17-103 was amended as follows:

15. Authorize RAP staff in coordination with the City Attorney to make ~~technical~~ any necessary changes to the Easements, if necessary; and,

The Board and Department staff discussed the amended MOA with LAPL, the Easement for the strip of property adjacent to private property owned by NHC, LLC; and the inclusion of terms in the Easement Agreement that would give RAP the right to put constraints as to how and when the private owner could use the adjoining strip of property.

Public comments were invited for Board Report No 17-103. Sharon Lowe, Special Projects Deputy of Councilmember Gilbert Cedillo's Office, First Council District, spoke in support of the proposed Ord and Yale Street Park Project, and discussed the community engagement process and funding sources for the proposed Project.

President Patsouras requested a Motion to approve Board Report No. 17-103 as amended. Commissioner Culpepper moved that Board Report No. 17-103 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Diaz seconded the Motion. There being no objections, the Motion was unanimously approved.

*Board Report No. 17-093 was taken out of order due to the recusal of Commissioner Diaz.*

17-094

AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 –  
SECTION 1E (SUBSTITUTE POSITIONS)

Harold Fujita, Personnel Director of Human Resources Division, presented Board Report No. 17-094 for authorization to amend Section 1E (Substitute Positions) of Personnel Resolution No. 10461 for the addition of an Aquatic Director position in the Aquatics Division to be effective immediately:

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<u>No.</u>	<u>Code</u>	<u>Classification and Location</u>
1	2419	Aquatic Director – Aquatics Division

17-095

JUNTOS PARK – SPLASH PAD REFURBISHMENT (PRJ20188)  
PROJECT; ALLOCATION OF QUIMBY FEES

Darryl Ford, Senior Management Analyst II of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-095 for authorization of the Department's Chief Accounting Employee to transfer \$315,364.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Juntos Park Account No. 89460K-JU; and approval of the allocation of \$315,364.00 in Quimby Fees from Juntos Park Account No. 89460K-JU for the Juntos Park – Splash Pad Refurbishment Project.

17-096

KEN MALLOY HARBOR REGIONAL PARK (PRJ20285)  
PROJECT – OUTDOOR PARK IMPROVEMENTS – ALLOCATION  
OF QUIMBY FEES

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-096 for authorization of the Department's Chief Accounting Employee to reallocate \$600,000.00 in Quimby Fees currently allocated to the Ken Malloy Harbor Regional Park – Universal Accessible Playground – Americans with Disabilities Act (ADA) Restroom Project, to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements Project.

17-097

HAZARD PARK – RESTROOM REPLACEMENT (PRJ21099)  
PROJECT – ALLOCATION OF ZONE CHANGE FEES;  
CATEGORICAL EXEMPTION FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO  
ARTICLE III, SECTION 1, CLASS 1(1)(11D) AND CLASS 11(3),  
OF THE CITY CEQA GUIDELINES (MINOR ALTERATIONS TO  
EXISTING FACILITIES, DEMOLITION OF ACCESSORY  
STRUCTURES AND PLACING OF MINOR STRUCTURES  
ACCESSORY TO EXISTING FACILITIES)

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-096 for approval of the scope of the Hazard Park – Restroom Replacement Project; authorization of the Department's Chief Accounting Employee to reallocate \$225,000.00 in Zone Change Fees, currently allocated to the Hazard Park – Building Improvements Project, to the Hazard Park – Restroom Replacement Project (Project); approval of the allocation of \$225,000.00 in Zone Change Fees from Hazard Park Account No. 89440K-HZ for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act.

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17-098

VENICE BEACH ROSE AVENUE RESTROOM – DEMOLITION AND REPLACEMENT (PRJ20882) (W.O. #E170182F) PROJECT – APPROVAL OF FINAL PLANS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1)(11D), CLASS 3(4) AND CLASS 11(3), OF THE CITY CEQA GUIDELINES (DEMOLITION AND REMOVAL OF ACCESSORY STRUCTURES, INSTALLATION OF NEW EQUIPMENT REQUIRED FOR HEALTH AND PUBLIC CONVENIENCE AND CONSTRUCTION OF MINOR STRUCTURES ACCESSORY TO EXISTING FACILITIES)

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Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-098 for approval of the final plans and specifications for the Venice Beach Rose Avenue Restroom – Demolition and Replacement Project (Project); and approval of the finding that the Project is categorically exempt from the California Environmental Quality Act.

The Board and Department staff discussed the demolition and construction timeline, public access to other restrooms within the immediate vicinity, and the significant amount of maintenance that was necessary to keep the Rose Avenue restroom in working condition.

17-099

VARIOUS DONATIONS TO RECREATION SERVICES BRANCH – METRO, PACIFIC, AND VALLEY REGIONS

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Sophia Pina-Cortez, Superintendent of the Metro Region, presented Board Report No. 17-099 for the acceptance and recognition of various donations to the Metro, Pacific, and Valley Regions of the Recreation Services Branch.

17-100

OAKRIDGE ESTATE – PARK, WALKING TRAILS AND CHILDREN’S PLAY AREA (W.O. #E170184F) PROJECT – FINAL PLANS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(6), CLASS 4(1,3) AND CLASS 11(3) OF CITY CEQA GUIDELINES (CONSTRUCTION OF ACCESSORY STRUCTURES INCLUDING PLAY AREAS, GRADING ON LAND WITH A SLOPE LESS THAN 10%, TREE PLANTING, GARDENING AND LANDSCAPING, AND CONSTRUCTION OF WALKS AND FENCES ACCESSORY TO EXISTING FACILITIES)

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Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-100 for approval of the final plans for the Oakridge Estate – Park Walking Trails and Children’s Play Area Project (Project); and approval of the finding that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6), Class 4(1,3) and Class 11(3) of the City CEQA Guidelines.

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The Board and Department staff discussed the status of the master plan for the Oakridge residence, for which a qualified architectural consultant is being retained to provide advice on its historical significance. The Board and Department staff also discussed the community engagement process, construction timeline, and smart irrigation system to be installed for the proposed Project.

17-101

ROBERTSON RECREATION CENTER PROJECT (W.O. #E170266F) (PRJ20021) – APPROVAL OF FINAL PLANS AND CALL FOR BIDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 2, CLASS 3(17) AND CLASS 11(7), OF THE CITY CEQA GUIDELINES (REPLACEMENT OF AN EXISTING FACILITY WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE, PROJECTS AND ADDITIONS TO EXISTING BUILDING INVOLVING LESS THAN 15,000 SQ. FT. OF INSTITUTIONAL FLOOR SPACE

Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-101 for approval of the final plans and specifications for the Robertson Recreation Center Project (Project); approval of the date for receipt of bids to be advertised as Tuesday, May 9, 2017 at 1:00 p.m. in the Board Office; approval of the reduction in the value of work that the specifications required to be performed by the Prime Contractor from thirty percent to twenty percent of the base bid price; approval of the solicitation of construction bids by the Department of Recreation and Parks through the use of the Department of Public Works, Bureau of Engineering's (BOE) Pre-Qualified Contractor List; and approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act.

The Board and Department staff discussed the community outreach process which entailed three Local Volunteer Oversight Committee Meetings for the proposed Project. Jaime Contreras, BOE Project Manager, presented a tree canopy plan for the removal of ten existing trees to be replaced by twenty additional trees, some of which will serve as noise barriers for the surrounding community. Commissioner Sanford requested that all tree canopy analyses include the existing tree canopy in comparison with the proposed tree canopy.

17-102

AMENDMENT TO PERSONAL SERVICES CONTRACT NO. P1088 WITH JUMBO SHRIMP CIRCUS, INC. AND PERSONAL SERVICES CONTRACT NO. P1089 WITH DAVID M. HEWITT, DBA DMH ENTERPRISES; FOR AS-NEEDED PROFESSIONAL BOOKING SERVICES

Robert Feld, Senior Management Analyst I of the Finance and Administrative Services Division, presented Board Report No. 17-102 for approval of the proposed Amendment to Personal Services Contract No. P1088 with Jumbo Shrimp Circus Inc. to extend the term from the current termination date of June 30, 2017 to December 31, 2017, and increase the contract ceiling amount from \$20,000.00 to \$200,000.00; approval of the proposed Amendment to Personal Services Contract No. P1089 with David M. Hewitt, dba DMH Enterprises, to extend the term from the current

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termination date of June 30, 2017 to December 31, 2017, and increase the contract ceiling amount from \$20,000.00 to \$200,000.00; approval of the finding in accordance with Charter Section 1022 that the Department does not have personnel available in its employ with sufficient time or necessary expertise to undertake professional booking services in a timely manner, and it is therefore more feasible, economical, and in the Department's best interest to secure such services by contract with several contractors to perform the as-needed work without engaging in a new competitive bidding process for each individual booking project; approval of the finding, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not required as it is not practicable or advantageous for the Department to be able to call on contractors to perform the expert, technical work on an as-needed basis without engaging in a new competitive process for each individual booking project, to be assigned on the basis of availability of an as-needed contractor, the price and other performance terms to be consistent with the existing contract with no guarantee of work or minimum given or implied to either of the contractors; approval of the finding, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because there is no single criterion such as a price comparison that will determine which proposer can best provide the services required by RAP to provide as-needed professional booking services; and approval of the finding, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual booking project for which work may be performed pursuant to these contracts is not reasonably practicable or compatible with the Department's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the Department to perform such services.

The Board and Department staff discussed the purpose of extending the terms and increasing the ceiling amounts for the Professional Booking Services Contracts, the percentage paid to booking agents, entertainment acts scheduled for summer concert series at Pershing Square, and additional performances that are planned to activate underutilized bandshells at various Recreation Centers.

#### BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports; however, no requests for public comment were submitted.

President Patsouras requested a Motion to approve Board Report Nos. 17-094 through 17-102 as presented, with the exception of Board Report Nos. 17-103 and 17-104 which were previously approved under separate votes. Commissioner Culpepper moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Diaz seconded the Motion. There being no objections, the Motion was unanimously approved.

*Commissioner Diaz recused herself from participating in the Board's consideration of Board Report No. 17-093, and left the Board Meeting to avoid the perception of any potential conflicts of interest.*

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17-093 – Taken Out Of Order

GRIFFITH PARK – AWARD OF CONTRACT FOR THE  
DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND  
SENIORS AT TREGNAN GOLF ACADEMY TO MORGAN  
HAIGHT (CON-F16-005)

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Rachel Ramos, Senior Management Analyst I of the Concessions Division, presented Board Report No. 17-093 for authorization to award the Professional Services Contract (Contract) for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy to Morgan Haight, a Sole Proprietor, for a one-year term with two one-year extension options exercisable at the sole discretion of the Department's General Manager or Designee; approval of the proposed Contract with Morgan Haight, subject to approval of the Mayor, and of the City Attorney as to form; approval of the finding in accordance with Charter Section 1022 that it is necessary, feasible and economical to secure such services by contract as the Department lacks sufficient and necessary personnel to undertake the specialized professional services; and approval of the finding in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code 10.15(a)(10) that the use of competitive bidding would be undesirable, impractical, or otherwise excused by common law and the City Charter because there is no single criterion that will determine which proposer can best provide the required services for the provision of Director of Instruction services.

The Board and Department staff discussed that a sponsorship program at Tregnan Academy offers an eight-week golf lesson program at a discount rate to low-income youth.

Public comments were invited for Board Report No 17-093; however, no requests for public comment were submitted.

President Patsouras requested a Motion to approve Board Report No. 17-093 as presented. Commissioner Culpepper moved that Board Report No. 17-093 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Sanford seconded the Motion. There being no objections, the Motion was unanimously approved by the following vote: Ayes, Commissioners Alvarez, Culpepper, Sanford, and President Patsouras – 4; Nays, None.

*Commissioner Diaz returned to the Meeting after the Board's action on Report No. 17-093.*

COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report (Commissioners Patsouras and Diaz)

President Patsouras reported on the Concessions Task Force Meeting held on April 19, 2017 prior to the Board Meeting, in which the Task Force received a status update regarding the pending Department Requests for Proposals (RFP). The proposals for the Citywide Pedal Boat Operation RFP are being evaluated by Department staff, and a contract award recommendation will be brought forth for the Board's consideration by June 2017. The Vending Machines RFP will be released within one month after being presented for consideration by the Task Force. Department staff is concluding the physical condition assessment of concession operations in order to finalize the Golf Food and Beverage RFP.

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- Commission Task Force on Facility Repair and Maintenance (Commissioners Sanford and Alvarez)

Commissioner Sanford reported on the Facility Repair and Maintenance Task Force Meeting held on April 19, 2017 prior to the Board Meeting, in which the Task Force discussed the mural concept of the Anderson Memorial Senior Citizen Mural, the schematic plan of Fallbrook Park, the water system for Juntos Park, and the Department's Quimby Park Fee Ordinance process.

#### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- General Manager Michael Shull reported on various Department activities, facilities, and upcoming events. The MacArthur Park Synthetic Field Re-Opening Ceremony was held on April 18, 2017. The Wattles Mansion Showcase concluded on April 16, 2017. Several Park Rangers have graduated from the Los Angeles Police Academy, one which was the top graduating recruit. The Greek Theatre 2017 Season opened with the first performance held on April 14, 2017. Approximately 65 shows are scheduled for the 2017 Season. The Sherman Oaks East Valley Adult Center Spring Senior Talent Show is scheduled on April 22, 2017. An Earth Day Celebration is scheduled on April 22, 2017 in the Fern Dell area of Griffith Park with a tree planting activity of 150 native trees with Land Life Cocoons. The Whitsett Soccer Fields Re-Opening Ceremony is scheduled on May 3, 2017.
- The Various Communications Report was noted and filed.

#### GENERAL PUBLIC COMMENT

Public comments on matters within the Board's jurisdiction were invited. One request for general public comment was submitted, and such comments were made to the Board.

#### COMMISSION BUSINESS

Commissioner Sanford acknowledged the Los Angeles Neighborhood Land Trust for hosting the Park Equity Summit held on April 13, 2017 at EXPO Center.

#### NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, May 3, 2017, 5:30 p.m., Friendship Auditorium, 3201 Riverside Drive, Los Angeles, CA 90027.

#### ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:05 a.m.

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ATTEST

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PRESIDENT

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

**BOARD REPORT**

NO. 17-105

DATE May 03, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EMERGENCY PREPAREDNESS SECTION – ALLOCATION OF FUNDS TO RENOVATE PARTNERSHIP DIVISION OFFICES TO EMERGENCY PREPAREDNESS SECTION HEADQUARTERS AND DEPARTMENT OPERATIONS CENTER

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

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' Chief Accounting Employee to transfer Five Hundred Eighty-Two Thousand, Nine Hundred Sixty Dollars (\$582,960.00) from Fund 205, Department 88, Account 88024S Federal Emergency Management Agency, to Fund 205, Department 88, Account TBD-Emergency Preparedness; and,
2. Authorize the General Manager or Designee to make technical corrections as necessary to carry out the intent of this Board Report.

SUMMARY

The Emergency Preparedness Section is located at 3900 Chevy Chase Drive, and serves as the Department Operation Center (DOC). The DOC is activated during a major disaster, for large-scale events and local emergencies that require the use of multiple Department of Recreation and Parks (RAP) facilities for public welfare and sheltering activities. When activated, the DOC coordinates RAP's emergency response activities. The Emergency Preparedness Section maintains the DOC and provides training to a cadre of RAP employees and staffs the DOC during activations.

RAP is currently proposing to allocate funds to renovate the Partnership Division offices, which will serve as the new headquarters for the Emergency Preparedness Section as well the DOC. This new headquarters will also provide meeting and training space for RAP employees, also known as the Continuity of Operations Plan (COOP) Team, who assist during DOC activations.

## BOARD REPORT

PG. 2 NO. 17-105.

The DOC will feature a Main Coordination Room (MCR), Main Conference Room, Breakout Room, COOP Team Coordination Room, Shower, and Emergency Generator. The MCR highlights twenty-three (23) responder work areas arrayed into the Five Incident Command System functions: Management, Operations, Logistics, Planning, and Finance/Administration. The scope of the work will include:

- Removal and renovation of existing office to create space for Main Coordination Room.
- Removal and renovation of existing office to create space for Main Conference Room.
- Renovation of existing office to convert to single use unisex shower.
- Renovation and expansion of existing conference room to be used as the COOP Team Coordination Room.
- Purchase and installation of an Emergency Generator.
- Furnishing of the Main Coordination Room, Conference Room, and COOP Team Coordination Room.

Upon approval of this Report, Five Hundred Eighty-Two Thousand, Nine Hundred Sixty Dollars (\$582,960.00) will be transferred from Fund 205, Department 88, Account 88024S Federal Emergency Management Agency, to Fund 205, Department 88, Account TBD-Emergency Preparedness.

Renovation of the Partnership Division offices to the new headquarters for the Emergency Preparedness Section will allow RAP to provide a focal point of coordination for RAP's emergency planning, training, response and recovery efforts in its responsibilities to public welfare and sheltering.

### FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund.

This Report was prepared by Jimmy Kim, Emergency Management Coordinator II, Emergency Preparedness Section.

**BOARD REPORT**

NO. 17-106

DATE May 03, 2017

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **AS-NEEDED ENTERTAINMENT PRODUCTION – AWARD OF CONTRACTS**

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	for N. Williams	<u>Ec</u>
H. Fujita	_____		

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

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

RECOMMENDATIONS

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

## BOARD REPORT

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5. Waive informalities in four of the responses to the As-Needed Entertainment Production Request for Qualifications (RFQ), as outlined in the Summary of this Report;
6. Approve the proposed Services Contracts (Contracts), herein included as Attachments, between the City of Los Angeles RAP and the following firms for as-needed entertainment production, specifying the terms and conditions for a three-year contract, subject to approval of the Mayor and the City Attorney as to form;

### Contractors:

- a) Center Staging Inc.  
3407 Winona Ave, Burbank, CA 91504
  - b) McCune Audio/Video/Lighting  
101 Utah Ave., S. San Francisco, CA 94080
  - c) Neptune Productions, Inc.  
8070 Webb Ave., N. Hollywood, CA 91605
  - d) Studio Instrument Rentals, Inc.  
6465 Sunset Blvd., Los Angeles CA 90028
  - e) XXIV, LLC  
22287 W. Mulholland Way #284, Calabasas, CA 91302
7. Direct the Board Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and, concurrently, to the City Attorney for review and approval as to form; and,
  8. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals.

### SUMMARY

RAP requires as-needed entertainment production services contracts. Currently, RAP does not have competitive contracts in place for the installation of temporary entertainment production areas consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards on an as-needed basis. The entertainment production services will include, but not be limited to:

- o Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
- o Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.

## BOARD REPORT

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- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current day.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans
- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

On January 18, 2017, the Board approved an issuance of Request for Qualifications (RFQ) for Entertainment Production (Report No. 17-006), which was released February 2, 2017. A Mandatory Pre-Qualification Meeting took place on February 28, 2017. A Non-Mandatory Technical Review Meeting took place on March 8, 2017.

Responders were required to provide evidence of their qualifications, as indicated by their responses to the criteria/requests for information, listed immediately below and to meet or exceed the criteria listed:

- 1) Responders must have a minimum of six years working in the field of staging production.
- 2) Responder must provide a list of at least ten outdoor music events over the last six years where they have provided entertainment production in a venue holding a minimum of three thousand, five hundred (3,500) people. All listed production must have been complete to the customer satisfaction.
- 3) Responder must provide a list of at least ten indoor music event over the last six years where they have provided entertainment production in a venue holding a minimum of three thousand, five hundred (3,500) people. All listed production must have been complete to the customer satisfaction.
- 4) Responder must provide a list of at least ten national music artists that they have provided one if not all of the following: staging, instrument / back line, video and audio including either analog or digital equipment in a venue holding a minimum of three thousand, five hundred (3,500) people.

### Results of the RFQ Process

On March 28, 2017, six responses to the RFQ were received. Responses were evaluated in two levels. Level I was reviewed by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications were set to determine the responder's knowledge and experience to perform the terms and specifications of the Contract. If a responder's minimum qualification could not be verified by RAP staff, the responder was disqualified and no further evaluation was performed on the response. Level II evaluated all required compliance and submittal

## BOARD REPORT

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documents as required per City Ordinance. The responder had to successfully pass Level I before staff proceeded to Level II.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the aforementioned responders met and/or exceeded the minimum qualifications as set forth in the RFQ. Of the six responders, five submitted complete packages. The following four firms have informalities which can be waived:

- 1) Center Staging, Inc. - Responder did not answer Q24 (page 68, No information on Apprenticeship), % of Workforce in Each Branch and % Residing in City (page 102, sections IV and V).

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

- 2) McCune Audio/Video/Lighting - Responder did not sign Disposition of Proposals (page 54) or Equal Opportunity Practices Provisions Certification (page 113).

Responder did not answer Q24 (page 68, No information on Apprenticeship).

Board Copy: Project Qualification forms incomplete (page 23)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

- 3) Neptune Productions, Inc. - Responder did not answer Q24 (page 68, No information on Apprenticeship)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company doesn't have apprenticeship.

- 4) XXIV, LLC - Responder did not answer, Experience Modification Rate (page 65, section E, Q10), Q24 (page 68, No information on Apprenticeship), and LWO Departmental Exemption Application (page 80)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

Additional Results of the RFQ Process

## BOARD REPORT

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- 5) Studio Instrument Rentals, Inc. – Responder qualified for: Entertainment Production.
- 6) Pageantry Events – Responder did not complete the Business Inclusion Program (BIP) on Level I review, which cannot be waived.

Waiving the informalities for the four companies would increase competition among contractors and would benefit RAP with competitive bids for the much needed critical services for the installation of temporary entertainment production areas. The services consist of, but not limited to, a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings. It is proposed that these responders have an opportunity to rectify these informalities once they have been informed and prior to execution of the Contracts by the contractor(s).

Once it was determined that the responders have met all of the minimum qualifications, RAP staff verified with the responders' provided references. Questions were posed regarding both the responder's ability to produce a quality product that met all necessary standards in a timely manner, and if the responder was timely and effective in their correspondence with governing agencies. All of the references for the responders who met our minimum qualifications responded favorably to these questions and were highly recommended. It is recommended that each of the aforementioned responders should be selected in the submitted classification of entertainment production, and therefore, be eligible to bid on future RAP projects.

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

We are seeking Board authorization for the Board President and Secretary to execute contracts for each of the five qualified responders, subject to approval by the City Attorney and the Mayor's Office. The selected pre-qualified Responders are being recommended to the Board for a three-year contract, in an amount not to exceed an annual expenditure of One Million Dollars (\$1,000,000.00) per contract, per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The entertainment production services that RAP is requesting shall be on an as-needed basis; RAP in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

### FISCAL IMPACT STATEMENT

Executing these as-needed contracts have no impact on the RAP General Fund as funding will be identified on a per-project basis. Funding for projects will be provided from various funding sources.

This Report was prepared by Robert Feld, Sr. Management Analyst I, reviewed by Noel Williams, Chief Financial Officer, and Finance Division.

BOARD REPORT

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LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Entertainment Production RFQ - Submittal Verification
- 2) Proposed Contract – Center Staging, Inc.
- 3) Proposed Contract – McCune Audio/Video/Lighting
- 4) Proposed Contract – Studio Instrument Rentals
- 5) Proposed Contract – XXIV, LLC
- 6) Proposed Contract – Neptune Productions, Inc.

**CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS**

**ENTERTAINMENT PRODUCTION**

**SUBMITTAL VERIFICATION**

3/31/2017

	Responder Name	Address	Full RFQ Document Submitted (Y/N)	All Forms Submitted Completed (Y/N)	BIP Requirement Fulfilled (Y/N)	Comments
1	Center Staging, Inc.	3407 Wilona Ave, Burbank, CA 91504	Y	N	Y	Responder did not answer Q24 (page 68, No information on Apprenticeship), % of Workforce in Each Branch and % Residing in City (page 102, sections IV and V).  Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.
2	McCune Audio/Video/Lighting	101 Utah Ave, S. San Francisco, CA 94080	Y	N	Y	Responder did not sign Disposition of Proposals (page 54) or Equal Opportunity Practices Provisions Certification (page 113).  Responder did not answer Q24 (page 68, No information on Apprenticeship).  Board Copy: Project Qualification forms incomplete (page 23)  Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.
3	Neptune Productions, Inc.	8970 Webb Ave, N. Hollywood, CA 91605	Y	N	Y	Responder did not answer Q24 (page 68, No information on Apprenticeship).  Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company doesn't have apprenticeship.
4	Studio Instrument Rentals, Inc.	6465 Sunset Blvd, Los Angeles, CA 90028	Y	Y	Y	Responder qualified for: Entertainment Production
5	XXIV, LLC.	22287 W. Mulholland Hwy #284, Calabasas, CA 91302	Y	N	Y	Responder did not answer, Experience Modification Rate (page 65, section E, Q10), Q24 (page 68, No information on Apprenticeship), and LWD Departmental Exemption Application (page 80)  Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.
6	Pageantry Events	10754 Artesia Blvd, Cerritos, CA 90703	N	N	N	Responder did not complete the Business Inclusion Program (BIP) on Level I review, which cannot be waived.

**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
CENTERSTAGING, LLC  
FOR ENTERTAINMENT PRODUCTION**

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

**RECITALS**

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

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

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

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

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

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

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

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

### 1.1 Parties

The parties to this Contract are:

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

CONTRACTOR – CenterStaging, LLC, having its principal office located at 3407 Winona Ave., Burbank, CA 91504.

### 1.2 Representatives

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

DEPARTMENT'S representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91406

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

James Neal  
CenterStaging, LLC  
3407 Winona Ave.  
Burbank, CA 91504

Telephone Number: (818) 559-4333  
Email: [Jimbo@CenterStaging.com](mailto:Jimbo@CenterStaging.com)

### 1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

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

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

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement

safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards.
- Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
- Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans

- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

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

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

#### SECTION 5 - INSPECTION

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

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

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

6.3 Invoicing

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

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jimmy Newsom  
Contracts, Finance Division  
Valley Region  
6335 Woodley Ave  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

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

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on

the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

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

(Signature Page to Follow)

ATTACHMENT 2

CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

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

CENTERSTAGING, LLC

By \_\_\_\_\_  
BUSINESS MANAGER

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

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
MCCUNE AUDIO/VIDEO/LIGHTING  
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and McCune Audio/Video/Lighting, hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

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

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

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

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

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

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

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

### 1.1 Parties

The parties to this Contract are:

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

CONTRACTOR – McCune Audio/Video/Lighting, having its principal office located at 101 Utah Ave., South San Francisco, CA 94080.

### 1.2 Representatives

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

DEPARTMENT'S representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91406

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Johnny Ridgill  
McCune Audio/Video/Lighting  
101 Utah Ave.  
South San Francisco, CA 94080

Telephone Number: (714) 578-1900  
Email: [JRidgill@McCune.com](mailto:JRidgill@McCune.com)

### 1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

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

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

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement

safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards.
- Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
- Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans

- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

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

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

#### SECTION 5 - INSPECTION

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

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

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

6.3 Invoicing

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

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jimmy Newsom  
Contracts, Finance Division  
Valley Region  
6335 Woodley Ave  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

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

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on

the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

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

(Signature Page to Follow)

**ATTACHMENT 3**

CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

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

MCCUNE AUDIO/VIDEO/LIGHTING

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

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

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
STUDIO INSTRUMENT RENTALS, INC.  
FOR ENTERTAINMENT PRODUCTION**

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

**RECITALS**

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

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

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

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

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

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

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

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

### 1.1 Parties

The parties to this Contract are:

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

CONTRACTOR – Studio Instrument Rentals, Inc., having its principal office located at 6465 Sunset Blvd., Los Angeles, CA 90028.

### 1.2 Representatives

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

DEPARTMENT'S representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91406

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Ron Pak  
Studio Instrument Rentals, Inc.  
6465 Sunset Blvd.  
Los Angeles, CA 90028

Telephone Number: (323) 957-5460  
Email: [Ron@SIR-USA.com](mailto:Ron@SIR-USA.com)

### 1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

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

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

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the

California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards.
- Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
- Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans

- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

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

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

#### SECTION 5 - INSPECTION

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

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract

maximum amount will be reached. The professional services that the DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

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

6.3 Invoicing

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

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jimmy Newsom  
Contracts, Finance Division  
Valley Region  
6335 Woodley Ave  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

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

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by

any City office or department, and to approve demands before they are drawn on the Treasury.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

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

(Signature Page to Follow)

**ATTACHMENT 4**

CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

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

STUDIO INSTRUMENT RENTALS, INC.

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

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

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
XXIV, LLC.  
FOR ENTERTAINMENT PRODUCTION**

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

**RECITALS**

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

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

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

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

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

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

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

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

### 1.1 Parties

The parties to this Contract are:

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

CONTRACTOR – XXIV, LLC, having its principal office located at 2287 W. Mulholland Hwy #284, Calabasas, CA 91302.

### 1.2 Representatives

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

DEPARTMENT'S representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91406

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Josh Levin  
XXIV, LLC.  
22287 W. Mulholland Hwy #284  
Calabasas, CA 91302

Telephone Number: (424) 235-0024  
Email: [Josh@XXIV.co](mailto:Josh@XXIV.co)

### 1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

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

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

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the

California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

### 3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards.
- Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
- Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans

- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

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

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

#### SECTION 5 - INSPECTION

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

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

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

6.3 Invoicing

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

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jimmy Newsom  
Contracts, Finance Division  
Valley Region  
6335 Woodley Ave  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

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

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

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by

any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

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

(Signature Page to Follow)

**ATTACHMENT 5**

CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

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

XXIV, LLC.

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

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

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
NEPTUNE PRODUCTIONS  
FOR ENTERTAINMENT PRODUCTION**

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

**RECITALS**

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

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

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

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

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake event production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

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

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

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

### 1.1 Parties

The parties to this Contract are:

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

CONTRACTOR – Neptune Productions, having its principal office located at 8070 Webb Ave., North Hollywood, CA 91605

### 1.2 Representatives

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

DEPARTMENT'S representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91406

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Raffi Ganoumian  
Neptune Productions  
8070 Webb Ave  
North Hollywood, CA 91605

Telephone Number: (818) 637-8888  
Email: [Raffi@NeptuneProd.com](mailto:Raffi@NeptuneProd.com)

### 1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

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

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

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
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- Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
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- Provide instrument/back line amplification ranging from 1950 to current date.
- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans

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

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#### SECTION 5 - INSPECTION

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

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

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Attention: Jimmy Newsom  
Contracts, Finance Division  
Valley Region  
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Van Nuys, CA 91406

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

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the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

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

(Signature Page to Follow)

**ATTACHMENT 6**

CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

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

NEPTUNE PRODUCTIONS

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

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

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

May 03, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS  
FROM: MICHAEL A. SHULL, General Manager   
SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>Action Taken</u>
1) City Clerk, relative to funding for the Summer Night Lights Program from June 28 through August 5, 2017.	Noted and Filed.
2) City Clerk, relative to funding for a traffic study at various ingress/egress points and community impact zones around Griffith Park.	Referred to General Manager.
3) City Clerk, relative to funding to support the Sunland-Tujunga Chamber of Commerce annual Spring Carnival at Sunland Park.	Noted and Filed.
4) City Clerk, relative to the Innovation and Performance Commission's Innovation Fund funding for the Department of Cultural Affairs Virtual Reality Accessibility Project for the Hollyhock House.	Noted and Filed.
5) City Clerk, relative to protecting and ensuring safety at municipal buildings and facilities, including park buildings.	Noted and Filed.
6) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending March 31, and April 7, 2017.	Noted and Filed.
7) Kevin Rowe, relative to the closure of the Beachwood Drive trailhead into Griffith Park.	Referred to General Manager.

BOARD OF RECREATION AND PARK COMMISSIONERS

Page 2

8) Joyce Dillard, relative to Board Report "Exposition Park – Conceptual Approval of Proposed Lucas Museum of Narrative Art ...."

Noted and Filed.  
The matter was acted on at the April 19, 2017 Board Meeting.  
(Report No. 17-104)

9) Joyce Dillard, relative to Board Report "Amendment to Personal Service Contract(s) ... for As-Needed Professional Booking Services."

Noted and Filed.  
The matter was acted on at the April 19, 2017 Board Meeting.  
(Report No. 17-102)

10) Lyn Pacificar, relative to the state of the restrooms at Echo Park.

Referred to General Manager.

11) Petition with 156 signatures, relative to the proposed Heart of Los Angeles (HOLA) project in Lafayette Park.

Referred to General Manager.  
(Report No. 17-077)

12) Miguel Dominguez, with complaints about Delano Recreation Center.

Referred to General Manager.

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

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:

5/23/17      Robertson Recreation Center Project (PRJ20021) (W.O. E170266F)

PROPOSALS TO BE RECEIVED:

None

QUALIFICATIONS TO BE RECEIVED:

None