

IT'S OUR NEIGHBORHOOD. LET'S BUILD A COMMUNITY.



West Hills Neighborhood Council

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FINAL MEETING MINUTES

October 1, 2015

de Toledo High School

22622 Vanowen Street, West Hills, CA 91304

ATTENDANCE

Present: Aida Abkarians, Eric Augusztiny, Simone Best, Dan Brin, Margery Brown, Anthony Brosamle, Bob Brostoff, Nicole Flessati, Carolyn Greenwood, Bonnie Klea, Elliot Maggin, Steve Randall, Reeyan Raynes, Bill Rose, Charlene Rothstein, Barry Seybert, Ron Sobel (arrived at 7:45), Alec Uzemeck, Ed Young, Jacque Young and Joanne Yvanek-Garb

Absent: Sandi Bell, Esperanza Butler, Bobbi Trantafello

OPENING BUSINESS

President and Co-Chair Dan Brin called the meeting to order at 7:10 p.m. Secretary Nicole Flessati called roll and announced an initial attendance of 21 board members, establishing a quorum. Vice President and Co-Chair Charlene Rothstein led the Pledge of Allegiance. September 2015 meeting minutes were approved.

COMMENTS FROM THE CHAIR

President Dan Brin reserved comments in order to move the meeting along.

ANNOUNCEMENTS

Kevin Taylor, Rep. from Mayor Garcetti's office for the western SFV, discussed the mayor's current initiatives like the Clean Streets LA for which they are looking for street captains – go to www.cleanstreetsla.org to sign up.

COUNCIL REPORTS

EDUCATION: The education committee will meet on the last Wednesday of the month. Scott Schmelereson will be attending the 10/28 meeting.

SPECIAL EVENTS: Fall Fest is scheduled for 10/31 at Shadow Ranch Park and is expected to have 300 kids in attendance.

COMMUNITY/SENIOR CENTER: Steve Randall (Chair & Board Member) has been communicating with County Supervisor Sheila Kuehl's office to secure property for the center. No news to report.

ZONING AND PLANNING: Meetings will be held on the 2nd Monday of the month for the next two months, 6:30 PM at Fairwinds. The resident at Melba and Chase has begun to pay notice to the neighbors' complaints about the front yard and using the premises for his commercial enterprise. They will discuss another ATT cell tower and the Lederer property.

BEAUTIFICATION: On 10/10 a clean-up event will take place at Taxco Trails Park to clear both sides of Ingomar. Meet at 8 am. Next committee meeting is on 10/27.

PUBLIC WORKS LIAISON: Tony Brosamle & Reeyan Raynes are newly appointed in this role.

GOVERNMENT RELATIONS: Current issues with the LA City Council are 1) short term rentals like AirBnB and 2) homelessness in L.A. The mayor has declared Homelessness emergency status. Next committee meeting will be 1 hour before the operations committee at 6:30 pm on the third Thursday of the month.

BUDGET ADVOCATES: Regional budget day is 10/17/2015 in Van Nuys from 9 am to 3 pm.

ANNOUNCEMENTS (CONT.)

Ankar Patel, representative from Scott Schmelerson's office, said he Superintendent Search is ongoing.

PUBLIC COMMENT

Board member Bonnie Klea spoke regarding SSFL and the cancer rates in the surrounding area.

Stakeholder Michael Tahi spoke regarding marijuana growers in residences. It was recommended to him that he attend the Zoning and Planning committee and send an email to Co-Chair Bill Rose with an address of the suspected marijuana growing house.

Stakeholder and Director of Community Outreach at "A Vision of Health," Shannon J. Vergun, announced a community health program called "A New Leaf." She announced a Zumba class at Meridian of West Hills on Wednesdays. Board responded by suggesting that she reach out to Sandi Bell, the Health Committee chair.

Teen Jordan Johnson of West Hills Teen Miss announced the 2016 pageant. She is raising pageant sponsorship funds for the pageant as well as for the International Arthritis Foundation. Web address of the Go Fund Me campaign is: www.gofundme.com/ry34cnzs

Stakeholder (name unknown) representing the Los Angeles County Bike Coalition (LACBC) announced that there will be a community bike ride on November 14th, 2015. It's a 10-16 mile family fun ride.

AWARD PRESENTATION

Christina Walsh – stakeholder and community activist received the WHNC Certificate of Appreciation

NEW BUSINESS

Agenda Item 15-0040 – Discussion and possible action regarding approval of the WHNC’S September 2015 spending report. Motion made by Simone Best, seconded by Bill Rose. A vote was taken and passed unanimously with 3 ineligible votes (Reeyan Raynes – doesn’t meet the age requirement but voted yes for the record).

Agenda Item 15-0041 – Discussion and possible action regarding allocating up to and including \$4,000 for upgrades to the West Hills Neighborhood Council websites. Motion from committee. Vote was taken with 1 abstention (Elliot Maggin), 2 ineligible (Reeyan Raynes (yes) and Ron Sobel) and passed with 18 yes votes.

Agenda Item 15-0042 – Discussion and possible action regarding allocating up to and including \$1,000 for Neighborhood Watch signage. Motion is from committee. A vote was taken and passed with 12 yes votes and 6 no votes and 2 ineligible (Reeyan Raynes (yes) and Ron Sobel).

Agenda Item 15-0043 – Discussion and possible action for a resolution that the WHNC supports the repair, restoration and maintenance of the Ecology Pond at the Chatsworth Nature Preserve. Motion is from the committee. A vote was taken. Motion passed with 20 yes votes and one ineligible (Ron Sobel).

Agenda Item 15-0044 – Discussion and possible action regarding the West Hills Neighborhood Council agreeing to be a member of the Neighborhood Council Sustainability Alliance. Reeyan Raynes made the motion to approve, Alec Uzemeck seconded the motion. A vote was taken and passed unanimously except for one ineligible vote (Ron Sobel).

Agenda Item 15-0045 – Discussion and possible action regarding a letter concerning the Haynes Street Bridge. This item was tabled.

Agenda Item 15-0046 – Discussion and possible action regarding a community impact statement (CIS) supporting a City Council motion to support the 2024 Olympic Games. Motion came from committee. A vote was taken and passed with 16 yes votes, 1 no vote (Anthony Brosamle) and 2 ineligible votes.

Agenda Item 15-0047 – Discussion and possible action regarding a Community Impact Statement (CIS) supporting a City Council motion regarding operation at the Greek Theatre. Motion was withdrawn.

Agenda Item 15-0048 – Discussion and possible action regarding a Community Impact Statement (CIS) supporting a City Council motion to support the Los Angeles Mobility Plan. Motion was tabled.

Meeting adjourned at 9:30 p.m.

Attendance and Voting Tracker

DATE: OCTOBER 1, 2015

Board Member	Attendance Details			ON SPENDING ACCOUNT																												
	PRESENT (at start)	LATE ARRIVAL (enter time)	LEFT EARLY (enter time)	SPENDING REPORT ITEM: 15-0040			ON FUNDING REQUEST SHEET: ITEM: 15-0041			ON FUNDING REQUEST SHEET ITEM: 15-0042			ON FUNDING REQUEST SHEET ITEM: 15-0043			ITEM: 15-0044			Tabled ITEM: 15-0045			CIS - OLYMPICS ITEM: 15-0046			MOTION WAS WITHDRAWN ITEM: 15-0047			Tabled ITEM: 15-0048				
				Y	N	O	Y	N	AB	Y	N	AB	Y	N	AB	Y	N	AB	Y	N	AB	Y	N	AB	Y	N	AB	Y	N	AB		
Abkarians, Aida	1														1																	
Augusztiny, Eric	1		9:08												1							absent at vote										
Bell, Sandi	ABSENT																															
Best, Simone	1														1																	
Brin, Dan	1														1																	
Brown, Margery	1														1																	
Brosamle, Anthony	1														1																	
Brostoff, Robert	1														1																	
Butler, Esperanza	ABSENT																															
Flessati, Nicole	1														1																	
Greenwood, Carolyn	1														1																	
Klea, Bonnie	1														1																	
Maggin, Elliot	1														1																	
Randall, Steve	1														1																	
Raynes, Reeyan	1														1																	
Rose, Bill	1		9:07												1							absent at vote										
Rothstein, Charlene	1														1																	
Seybert, Barry	1														1																	
Sobel, Ron	1	7:45															1															
Frantafello, Bobbi	ABSENT																															
Uzemeck, Alec	1														1																	
Young, Ed	1														1																	
Young, Jacquie	1														1																	
Yvaneck-Garb, Joanne	1														1																	
Count for minutes*																																
Official Count				0	0	0	0	0	0	0	0	0	0	0	0	20	0	1	0	0	0	16	1	2	0	0	0	0	0	0	0	

Department of Neighborhood Empowerment

Monthly Expenditure Report for

SEPTEMBER 2015

NC Name: WEST HILLS

Budget Fiscal Year: 2015-2016



(Must be submitted to the Department within 10 days of Board Approval along with documentation and hard copy)

							Total
A	EXPENDITURES By Line Item (Date / Item / Service Description)	BUDGET CATEGORY	VENDOR	OUT OF STATE VENDOR	INVOICE NUMBER	1099 Reportable	
	MEETING	OUTREACH	RALPHS MARKET				\$17.16
	COPIES FOR SEPTEMBER 3RD MEETING	OUTREACH	OFFICE DEPOT				\$28.01
	STAFFING SERVICE	OPERATIONS	APPLE ONE EMPLOYMENT				\$669.60
	STAFFING SERVICE	OPERATIONS	APPLE ONE EMPLOYMENT				\$1,316.88
	STAFFING SERVICE	OPERATIONS	APPLE ONE EMPLOYMENT				\$1,004.40
	MOVIE FOR 10/31/15 EVENT	OUTREACH	SWANK MOTION PICTURES				\$351.00
	EMERGENCY PREP EVENT 10/03/15	NPG	SO CAL PREP FOUNDATION				\$750.00
	COPIES FOR 10/31/15 EVENT	OUTREACH	OFFICE DEPOT				\$153.80
	REFRESHMENTS FOR OCTOBER 1ST MEETING	OUTREACH	RALPHS MARKET				\$24.52
	SUBTOTAL: Expenditures by Line Item						\$4,315.37
B	CUMULATIVE EXPENDITURES FROM PRIOR MONTHS						\$50.15
C	OUTSTANDING COMMITMENTS						
	jC. 1. Outstanding Checks						
	C. 2. Outstanding Demand Warrants						
	C. 3. Rent/Lease						
	C. 4. Contractual Services						
	C. 5. Large Purchases						
	C. 6. Neighborhood Purpose Grants						
	C.7. Temporary Staffing Services						
	C. 8. Storage						
	SUBTOTAL: Outstanding Commitments						\$0.00
D	Total Expenditures & Commitments						\$4,365.52
E	Total Adjustments by Department						
F	Approved Budget 2015-2016						\$37,000.00
G	Balance of Budget						\$32,634.48

CASH Status Analysis							
Category Identifier	Budget Category	Budget (A)	Cash Deposited to Date (B)	Undeposited Funds (C) = A - B	Cash Spent to Date (D)	Cash In-Bank Remaining Balance (E) = B - D	Uncommitted Budget Balance (F) = A - D
100	Operations	\$17,588.00	\$3,904.33	\$13,683.67	\$2,995.88	\$908.45	\$14,592.12
200	Outreach	\$8,295.00	\$1,841.68	\$6,453.32	\$619.64	\$1,222.04	\$7,675.36
300	Community Improvement	\$150.00	\$33.68	\$116.32	\$0.00	\$33.68	\$150.00
400	NPG	\$8,967.00	\$2,741.18	\$6,225.82	\$750.00	\$1,991.18	\$8,217.00
500	Elections	\$2,000.00	\$443.58	\$1,556.42	\$0.00	\$443.58	\$2,000.00
	TOTAL	\$37,000.00	\$8,964.45	\$28,035.55	\$4,365.52	\$4,598.93	\$32,634.48

NEIGHBORHOOD COUNCIL DECLARATION			
<p>We, <u>Bobbi Trantafello</u> (Treasurer Name) and <u>Dan Brin</u> (Signer Name), declare that we are the Treasurer and Signer, respectively of the <u>West Hills</u> Neighborhood Council (NC) and that on <u>Oct 1, 2015</u> (date adopted), a Brown Act noticed public meeting was held by the <u>West Hills</u> NC with a quorum of <u> </u> board members present and that by a vote of <u> </u> (number) yes, <u> </u> (number) no, and <u> </u> (number) abstentions the <u>West Hills</u> NC adopted the Monthly Expenditure Report for the month of <u>April</u> (month), 2015-2016 (year).</p>			
Treasurer Signature		Signer's Signature	
Print Name	BOBBI TRANTAFELLO	Print Name	DANIEL BRIN
jDate		Date	10/1/2015
NC Additional Comments			

Revision Date 9-18-14

WHNC Controller's Audited
Expense Report
September, 2015

Budget 2015-2016	Category	Budgeted Amount	Previous Balance	Previously Spent	Spent This Month	Encum-bered	Total Spent to Date	Accrued Balance
Operations								
Admin Staff	Operations	16,988.00	16,988.00	0.00	2,990.88		2,990.88	13,997.12
Meeting Rent	Operations	600.00	595.00	5.00			5.00	595.00
Sub Total		17,588.00	17,583.00		2,990.88		2,995.88	14,592.12
Outreach and all other								
Admin Misc	Outreach	1,300.00	1,254.85	45.15	69.69		114.84	1,185.16
Elections	Outreach	2,000.00	2,000.00		0.00		0.00	2,000.00
VANC	Outreach	200.00	200.00		0.00		0.00	200.00
Icontact	Outreach	300.00	300.00		0.00		0.00	300.00
Congress	Outreach	100.00	100.00		0.00		0.00	100.00
Fall Fest	Outreach	2,400.00	2,400.00		504.80		504.80	1,895.20
WHNC Emerg Forum	Outreach	500.00	500.00		500.00		500.00	0.00 *
Advertising - CP/WH Chamber	Outreach	520.00	520.00		0.00		0.00	520.00
Budget Advocates	Outreach	100.00	100.00		0.00		0.00	100.00
General Communications	Outreach	500.00	500.00		0.00		0.00	500.00
Gnrl Communications Bus Benches	Outreach	600.00	600.00		0.00		0.00	600.00
Outreach - Badges		275.00	275.00		250.00		250.00	25.00 *
Memorial Day Parade	Outreach	500.00	500.00		0.00		0.00	500.00
Sponsorship 5k10k	Outreach	1,000.00	1,000.00		0.00		0.00	1,000.00
Sub total		10,295.00	10,249.85		1,324.49		1,369.64	8,925.36
EP	NPG	4,000.00	4,000.00		0.00		0.00	4,000.00
Education	NPG	4,717.00	4,717.00		0.00		0.00	4,717.00
Valley Disaster Prep Fair							See *	*
YMCA	NPG	250.00	250.00		0.00		0.00	250.00
Sub Total		8,967.00	8,967.00		0.00		0.00	8,967.00
Beautification	Community Improvement	150.00	150.00		0.00		0.00	150.00
Sub Total		150.00	150.00		0.00		0.00	150.00
Total		37,000.00	36,949.85		4,315.37	0.00	4,365.52	32,684.63

* \$750 to be used for NPG For 8th Annual Vlley Disaster Prep Fair

Agenda Item 15-0040

The West Hills Neighborhood Council supports the repair, restoration and maintenance of the Ecology Pond at the Chatsworth Nature Preserve.

The Pond has existed since 1974 with the water being regularly replenished by DWP with potable water during the dry season, and it became a place for bird feeding and nesting. Many mammals have been known to use the Pond for drinking or foraging. The Pond became an important resource for the Nature Preserve and a heritage for future generations of visitors.

In 2012, the DWP stopped putting potable water in the Pond and the water levels dropped, and with the silt buildup, the future of the Pond was in jeopardy. The present program of removing the silt and the providing of water troughs is only a temporary solution. The West Hills Neighborhood Council recommends that the DWP add water to the Pond when necessary to maintain an adequate water level.

Various groups have suggested the removal of silt under best management practices, the investigation to find sources of non-potable water and methods for the capture of storm water runoff. Additionally, they suggest establishment of an advisory panel until an agency can be brought in to manage the Pond and make it available for visits by the public.

The West Hills Neighborhood Council supports the vision and efforts of these interested groups and calls on DWP and Councilman Englander to participate in both the short-term and long-term preservation of this natural resource.

Agenda Item 15-0043

RESOLUTION

TO CITY CLERK FOR PLACEMENT ON NEXT COUNCIL AGENDA TO BE POSTED

#32

for Wednesday, 8/12/15

WHEREAS, the Los Angeles 2024 Exploratory Committee has submitted a bid to host the 2024 Summer Olympics and has submitted its plan to the United States Olympic Committee for consideration to be the USOC's candidate to host the 2024 Olympic and Paralympic Games; and

WHEREAS, the United States Olympic Committee is expected to decide on a bid city before September 15, 2015, and the International Olympic Committee will make its selection of a host city in 2017; and

WHEREAS, the Los Angeles bid emphasizes Southern California's wealth of existing world-class sporting facilities, its strong travel and tourism infrastructure, its position as one of the great media capitals of the world, its close ties with the entertainment industry, and its ability to generate substantial revenues that will result in an operating surplus, just like the 1984 Olympic Games in Los Angeles, which left a financial legacy that continues to support youth sports programs to this day; and

WHEREAS, the Los Angeles 2024 Exploratory Committee ("Bid Committee"), a private non-profit corporation separate and apart from the City of Los Angeles organized under the laws of the State of California is representing Los Angeles in its candidature to host the 2024 Olympic and Paralympic Games and to serve as the Organizing Committee for the Olympic Games in the event that the International Olympic Committee and the International Paralympic Committee award the Games to the City; and

WHEREAS, the City Council unanimously adopted a resolution on August 13, 2013 reaffirming and reiterating its support for Los Angeles to be selected by the United States Olympic Committee as the bid city for the 2024 Olympic Games; and

WHEREAS, in order for the City to further participate in the bid process the City Council and Mayor must now approve a "Joinder Agreement" attached hereto as Exhibit A, to provide the United States Olympic Committee various confirmations, acknowledgments, and agreements, and, in order for the City to ultimately be awarded the Games by the International Olympic and Paralympic Committees, the City Council and Mayor must review and approve a Host City Contract in approximately 2017;

WHEREAS, action is needed now to approve a "Joinder Agreement" as a condition of the selection of Los Angeles as the bid city for the 2024 Olympic Games;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Los Angeles hereby authorizes the Mayor and the President of the City Council to execute a "Joinder Agreement" attached hereto as Exhibit A, to provide the United States Olympic Committee various confirmations, acknowledgments, and agreements relative to the 2024 Olympic Games, substantially in conformance with the draft attached to this Resolution and subject to the approval of the City Attorney as to form and legality.

PRESENTED BY:


HERB J. WESSON, JR.
Councilmember, 10th District

ORIGINAL

AUG 21 2015



SECONDED BY:



JOINDER AGREEMENT

This Joinder Agreement (this "Agreement") is entered into by and between the City of Los Angeles (the "City") and the United States Olympic Committee (the "USOC") as of the [] day of August, 2015. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Bid City Agreement, dated as of August [], 2015, by and between the USOC and Los Angeles 2024 Exploratory Committee (the "Bid Committee").

RECITALS:

WHEREAS, pursuant to the Olympic Charter adopted by the IOC, the International Olympic Committee (the "IOC") has designated the USOC as the National Olympic Committee ("NOC") for the United States. The International Paralympic Committee ("IPC") has designated the USOC as the National Paralympic Committee ("NPC") for the United States.

WHEREAS, pursuant to 36 U.S.C. §220503(3), the USOC is required to exercise exclusive jurisdiction over the organization of the Olympic Games and the Paralympic Games when held in the United States, and pursuant to 36 U.S.C. §220506, the USOC has the exclusive right to use Olympic- and Paralympic-related marks, images and terminology in the United States.

WHEREAS, as an NOC and an NPC, the USOC is eligible to nominate to the IOC one (1) city within the United States as its candidate to bid to host the 2024 Olympic Games and the 2024 Paralympic Games (collectively, the "Games") (such bid, and all activities of the Bid Committee relating thereto, the "IOC Bid").

WHEREAS, the Bid Committee has submitted, and the USOC has reviewed and evaluated, the bid by the Bid Committee on behalf of the City in the State of California (the "State") to have the City selected as the sole city with which to continue consideration of submitting an IOC Bid.

WHEREAS, during the period between the date hereof and September 15, 2015, when the USOC will nominate the City to host the Games (such period, the "Bid Preparation Phase"), and during the period between the conclusion of the Bid Preparation Phase and such time in approximately September 2017, when the IOC shall select a city (the "Games Vote") to host the Games, the Bid Committee, in cooperation with the USOC, will manage, complete and promote the IOC Bid.

WHEREAS, in the event that as a result of the Games Vote the IOC selects the City to host the Games (a "Successful Games Vote"), the City shall thereafter be referred to as the "Host City" and shall be required to execute a "Host City Contract" with the IOC and the USOC (in the form provided by the IOC), and a "Joint Marketing Programme Agreement" with the IOC, the Bid Committee (or OCOG, if applicable) and the USOC (as negotiated by and among such parties consistent with the Marketing JV Memorandum of Terms described below).

WHEREAS, the City acknowledges and accepts the importance of the Games and the value of the Olympic brand, and agrees to conduct all of its activities in a manner which promotes and enhances the fundamental principles and values of Olympism.

WHEREAS, the City and the USOC mutually desire that the Games be organized in the best possible manner and take place under the best possible conditions for the benefit of the residents of the City and Olympic athletes of the world; that, in the event of a Successful Games Vote, the Games generate significant economic benefits for the City and its communities, be affordable and profitable, and leave a sustainable legacy for the City and the United States, in each case, as they did in 1932 and 1984; and that the Games contribute to the development of the Olympic Movement throughout the world.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby intending to be legally bound agree as follows:

ARTICLE I.
REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents and warrants as follows:

Section 1.01 The City has all necessary power and authority to enter into and deliver this Agreement, to carry out its obligations hereunder and to pursue the IOC Bid to host the Games in the manner contemplated by this Agreement and the Bid City Agreement.

Section 1.02 The execution and delivery by the City of this Agreement and the performance by the City of its obligations contemplated hereby have been duly authorized by all requisite City action. This Agreement has been duly executed and delivered by the City and (assuming due authorization, execution and delivery by the USOC) constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 1.03 Except as set forth in Section 5.1(e) of the Disclosure Schedules, no order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority nor any legislative, rule-making or administrative action, referendum or other electoral action or other similar such action is required for the City to authorize, execute and deliver a Host City Contract and a Joint Marketing Programme Agreement, and when executed and delivered, each of the Host City Contract and the Joint Marketing Programme Agreement shall be enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Notwithstanding the foregoing, the City explicitly does not represent or warrant that a public referendum, ballot proposition or other initiative petition, whether binding or non-binding, and whether related to any Host City Contract, the IOC Bid, the City's obligations related to the Games or otherwise, may or may not occur at the State, City or local level.

ARTICLE II.
COVENANTS OF THE CITY

Section 2.01 The City shall execute and deliver a Host City Contract, a Joint Marketing Programme Agreement and any other Candidature Documentation upon presentation by the IOC in accordance with the IOC's requirements. For clarity, the Host City Contract signed by the City will not be deemed delivered to the IOC unless and until, as a result of the Games Vote, the IOC selects the City to host the Games.

Section 2.02 The City shall provide or cause to be provided all of the City funding, facilities, operational support and other resources specified in and by the Candidature Documentation. Without limiting the preceding sentence, the USOC and the City acknowledge that the OCOG will be principally responsible for operating the Games and that the Candidature Documentation will provide for a budget under which all such costs will be paid by the OCOG from the revenues generated from the Games (including reimbursement of any incremental costs incurred by the City in connection with the Games).

Section 2.03 The City shall cooperate with the Bid Committee and the USOC and shall take such actions, including furnishing information and executing and delivering additional documents, as may be necessary or desirable to carry out the provisions of this Agreement and the Bid City Agreement and give effect to the transactions contemplated hereby and thereby.

Section 2.04 The City has complied, and shall at all times comply with, the provisions of the Core Regulations and any rules promulgated thereunder.

Section 2.05 The USOC shall be the sole and exclusive owner of Logo(s) and any other Bid Committee Intellectual Property and all goodwill associated therewith, and shall have the sole and exclusive right to seek domestic and international trademark and service mark registrations for Logo(s) and any other Bid Committee Intellectual Property, as well as copyright registrations with respect thereto.

Section 2.06 The City agrees that it shall have no right of recovery of any kind against the USOC, or any affiliate, director, officer, employee, consultant or independent contractor thereof, in connection with this Agreement or the Bid City Agreement or any agreement with the USOC that is ancillary hereto or thereto.

Section 2.07 The City acknowledges that one of the USOC's guiding principles related to the IOC Bid and the Games is that neither shall operate to diminish the resources available to support NGBs and athletes, and the City acknowledges that the Bid Committee will be operated on a basis consistent with that principle.

ARTICLE III.
INDEMNIFICATION AND DISPUTE RESOLUTION

Section 3.01

(a) Except to the extent caused by the USOC's gross negligence or willful misconduct, or arising out of any breach or misrepresentation by the USOC under this Agreement or the Bid City Agreement, the City shall, jointly and severally with the Bid Committee, defend, hold harmless and indemnify the USOC, its affiliates, and the trustees, directors, officers, employees, officials, members, volunteers, agents, attorneys, consultants, and independent contractors of each of the foregoing (collectively, including the USOC, the "USOC Indemnified Parties") from and against, and shall pay and reimburse each of the USOC Indemnified Parties for, any damages (including any liquidated damages), costs, liabilities, penalties, fines, or expenses, (including costs of investigation, defense, legal fees and judgments) (collectively, "Losses") arising out of or related to (i) any breach or misrepresentation by the City under this Agreement or any agreement ancillary hereto or thereto, (ii) any claims arising out of any USOC Early Termination, or (iii) any and all threatened, pending, or completed actions, claims, suits or proceedings, whether civil, criminal, administrative or arbitral or in the nature of an alternative dispute resolution in lieu of any of the foregoing, or any appeal of any of the foregoing or any inquiry or investigation that could lead to any of the foregoing (each, a "Proceeding"), in each case in this clause (iii), to the extent related to any of the matters described in clauses (i)-(ii) above. Notwithstanding the foregoing, the City shall have no obligation under this Section 3.01 or otherwise arising directly or indirectly from any public referendum, ballot proposition or other initiative petition, whether binding or non-binding, at the State, City or local level or any other State, City or local law prohibiting the hosting or funding of the 2024 Olympic Games.

(b) Except to the extent caused by the City's gross negligence or willful misconduct, or arising out of any breach or misrepresentation by the City under this Agreement, the USOC shall defend, hold harmless and indemnify the City its affiliates, and the trustees, directors, officers, employees, officials, members, volunteers, agents, attorneys, consultants, and independent contractors of each of the foregoing (collectively, including the City, the "City Indemnified Parties") from and against, and shall pay and reimburse each of the City Indemnified Parties for, any Losses arising out of or related to (i) any breach or misrepresentation by the USOC under this Agreement, the Bid City Agreement or any agreement ancillary hereto or thereto, (ii) any claims arising out of any Bid Committee Early Termination, or (iii) any Proceeding to the extent related to any of the matters described in clauses (i)-(ii) above.

Section 3.02 The rights to indemnification conferred in Section 3.01 shall include the right to be paid or reimbursed by the party(ies) obligated to provide indemnification under Section 3.01 (the "Indemnitor") for expenses incurred by a Person or Persons entitled to be indemnified under Section 3.01 (each an "Indemnitee") that was, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to such Indemnitee's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Indemnitee in advance of the final disposition of a Proceeding shall be made only upon delivery to the Indemnitor of a written affirmation by such Indemnitee of a good faith belief that the

requirements necessary for indemnification under Section 3.01 have been met, and a written undertaking on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under Section 3.01.

Section 3.03 Any disputes between the City and the USOC shall be resolved as set forth in Article 9 of the Bid City Agreement, with the understanding that the Mayor of the City (or the Mayor's designee) shall serve in the place of the chief executive officer of the Bid Committee with respect to any dispute between the City and the USOC.

ARTICLE IV.
TERM; ENTIRE AGREEMENT

The term of this Agreement shall commence on the date hereof and shall terminate upon the earliest of (i) an Unsuccessful Games Vote, (ii) the execution of a Host City Contract, Games Operating Agreement, Joint Marketing Programme Agreement and Marketing JV Agreement by all of the parties thereto and (iii) an Early Termination. Such termination is expected to occur in approximately September 2017 or prior thereto. This Agreement constitute the entire agreement by and between the City and the USOC relating to the IOC Bid and the other matters addressed or governed hereby and supersedes all prior contracts or agreements between the City and the USOC with respect to the IOC Bid and the other matters addressed or governed hereby, whether oral or written.

- *signature page follows* -

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

THE CITY OF LOS ANGELES

UNITED STATES OLYMPIC COMMITTEE

By: _____
ERIC GARCETTI
Mayor, City of Los Angeles

By: _____
SCOTT A. BLACKMUN
Chief Executive Officer

Date: _____

Date: _____

By: _____
HERB J. WESSON, JR
President, Los Angeles City Council
Councilmember, 10th District

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____

By: _____

Date: _____

Date: _____

DATE: Oct.

Council File 15-0989_

Honorable City Council

c/o Office of the City Clerk

Los Angeles City Hall

200 North Spring Street, Room 395

Los Angeles, CA 90012

The West Hills Neighborhood Council requests that the following Community Impact Statement be attached/added to Council File 15-0989 regarding 2024 Summer Olympic .

COMMUNITY IMPACT STATEMENT

The West Hills Neighborhood Council is For/For if Amended/Against/Against unless Amended /No Position (Council file was discussed and acted upon, but NC could not muster enough votes either way)/or, Neutral Position (Council file was discussed and NC decided to take no action at all) for the Summer Olympics proposal because _____.

Furthermore, _____. This Community Impact Statement is based on the action taken at the regularly scheduled Board of Directors meeting on) October 1, 2015, when the West Hills Neighborhood Council adopted the following motion by a vote of ___ yes, ___ no, ___ abstaining and directed that a Community Impact Statement be filed reflecting its position.

MOTION: “The West Hills Neighborhood Council urges the Los Angeles City Council to adopt/not adopt the _____ proposal and/or consider the following general comments.

Sincerely,

Joanne M. Yvanek-Garb

Chair, Government Relations Committee and Board Member

Agenda Item 15-0046

MOTION

On May 27, 2015 the City of Los Angeles, Department of Recreation and Parks initiated requests for proposals (RFPs) to: 1) provide oversight management of the Greek Theatre's Open Venue Model, and 2) manage the Greek Theatre's Food and Beverage concessions.

On July 16, 2015 the Department of Recreation and Parks opened the Greek Theatre 2016 calendar by holding a booking lottery at Friendship Auditorium. During this lottery, approximately two-hundred applications were received from a variety of artists, performers and promotional companies for numerous venue holds.

Subsequently, on July 27, 2015 the Department of Recreation and Parks closed the filing period for Greek Theatre Management RFP submissions. Proposals are currently being processed by the Department, and it is anticipated that any award recommendations will be announced at the upcoming August 12, 2015 Recreation and Parks Commission meeting.

Given the speed with which the Department of Recreation and Parks has moved forward with regard to the proposed "open venue model", as well as the RFP process and anticipated selection of entities to manage and operate the Greek Theatre and its food and beverage concessions, it is necessary that the Council and community be apprised of any and all salient considerations.

I THEREFORE MOVE that the City of Los Angeles, Department of Recreation Parks be directed to provide a comprehensive report in 30 days on the future management and operation of the Greek Theatre, including, but not limited to, the following areas of community concern:

- 1) The current practice of traffic and noise mitigation measures, and efforts to reduce congestion before and after events;
- 2) The requirements and current practices for security and patrols in the surrounding neighborhoods;
- 3) Infrastructure maintenance, parking and shuttle services;
- 4) Preservation of the aesthetic quality of the property and surrounding community;
- 5) The status of public information efforts surrounding the RFP process, as well as the foreseeable operation of the Greek Theatre;
- 6) The requirements and current practices for constituent concern intake;
- 7) All options for future management in light of past actions;



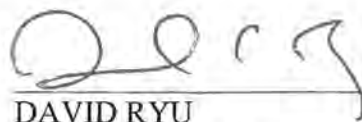
I FURTHER MOVE that the City of Los Angeles, Chief Legislative Analyst's Office, in coordination with the City Attorney's Office, be directed to provide:

- 8) A clear description of the legal limitations and/or constraints on the authority of the City Council relative to the "self-operation" of the Greek Theatre.

AND I FURTHER MOVE that the Department of Recreation and Parks, in coordination with the City of Los Angeles, Chief Analyst's Office, be directed to report on:

- 9) Budget projections; the feasibility of the "open venue model"; and regular reporting requirements on whether or not the Department of Recreation and Parks is meeting projected budgetary goals.

PRESENTED BY



DAVID RYU
Councilman, 4th District

SECONDED BY



MITCHELL O'FARRELL
Councilman, 13th District

AUG 12 2015

ORIGINAL

DATE: Oct.

Council File 14-1500-S2

Honorable City Council

c/o Office of the City Clerk

Los Angeles City Hall

200 North Spring Street, Room 395

Los Angeles, CA 90012

The West Hills Neighborhood Council requests that the following Community Impact Statement be attached/added to Council File 14-1500-S2 regarding Operations of the Greek Theater.

COMMUNITY IMPACT STATEMENT

The West Hills Neighborhood Council is For/For if Amended/Against/Against unless Amended /No Position (Council file was discussed and acted upon, but NC could not muster enough votes either way)/or, Neutral Position (Council file was discussed and NC decided to take no action at all) for the Greek Theater Operations proposal based on the following provision: That an impartial Structural Engineer determine if the grand stands are structurally safe and will not need additional work to maintain their integrity.

Furthermore, this Community Impact Statement is based on the action taken at the regularly scheduled Board of Directors meeting on)October 1, 2015, when the West Hills Neighborhood Council adopted the following motion by a vote of ___ yes, ___ no, ___ abstaining and directed that a Community Impact Statement be filed reflecting its position.

MOTION: “The West Hills Neighborhood Council urges the Los Angeles City Council to adopt/not adopt the _____ proposal and/or consider the following general comments.

Sincerely,

Joanne M. Yvanek-Garb

Chair, Government Relations Committee and Board Member

Agenda Item 15-0047



Adam Lid <adam.lid@lacity.org>

Please Support Mobility Plan 2035 as is - and keep bike lanes on Westwood Blvd.

1 message

Marc Caswell <marcacaswell@gmail.com>

Thu, Jul 30, 2015 at 2:02 PM

To: councilmember.bonin@lacity.org, councilmember.huizar@lacity.org, david.ryu@lacity.org, paul.koretz@lacity.org, councilmember.cedillo@lacity.org, councilmember.englander@lacity.org, councilmember.martinez@lacity.org, Adam.Lid@lacity.org, councilmember.harris-dawson@lacity.org, councilmember.fuentes@lacity.org

Dear Councilmembers:

As a student at UCLA and resident of District 13, I am writing to urge you support the Mobility Plan as recommended by the Planning Commission – and reject Councilmember Koretz's attempts to remove the bike lane from Westwood Blvd. This street has 8 times the number of collisions of other streets in the area – and the lanes are extremely wide already – so no lanes, or parking, need to be removed to install a bike lane. It's a win-win for everyone – especially once the Expo Line opens.

Please support the Mobility Plan 2035 – and please show your support for safe, convenient, direct access to UCLA for me and my fellow students – who live all across the city. I would be happy to speak to you further about this issue more if you prefer – and I hope you will support improving the safety of Angelenos who are attending school or work at UCLA.

–
Marc Caswell
2016 MURP Candidate, UCLA
415-418-0657(cell)
[linkedin.com/pub/marc-caswell](https://www.linkedin.com/pub/marc-caswell)

DATE: Oct.

Council File 15-0719

Honorable City Council

c/o Office of the City Clerk

Los Angeles City Hall

200 North Spring Street, Room 395

Los Angeles, CA 90012

The West Hills Neighborhood Council requests that the following Community Impact Statement be attached/added to Council File 15-0719 regarding Los Angeles Mobility Plan .

COMMUNITY IMPACT STATEMENT

The West Hills Neighborhood Council is For/For if Amended/Against/Against unless Amended /No Position (Council file was discussed and acted upon, but NC could not muster enough votes either way)/or,Neutral Position (Council file was discussed and NC decided to take no action at all) for the Mobility Plan proposal because _____.

Furthermore, this Community Impact Statement is based on the action taken at the regularly scheduled Board of Directors meeting on October 1, 2015, when the West Hills Neighborhood Council adopted the following motion by a vote of ___ yes, ___ no, ___ abstaining and directed that a Community Impact Statement be filed reflecting its position.

MOTION: “The West Hills Neighborhood Council urges the Los Angeles City Council to adopt/not adopt the _____ proposal and/or consider the following general comments.

Sincerely,

Joanne M. Yvanek-Garb

Chair, Government Relations Committee and Board Member

Agenda Item 15-0048