

## REGULAR MEETING AGENDA

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

Wednesday, May 17, 2017 at 9:30 a.m.

EXPO Center Comrie Hall  
3980 South Bill Robertson Lane  
Los Angeles, CA 90037

---

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

---

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

- Presentation of Resolution to Carl Cooper, Superintendent of Pacific Region, Upon His Departure After 30 Years of City Service

#### 2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of May 3, 2017
- Approval of Minutes for the Special Meeting of May 3, 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

- |        |   |
|--------|---|
| 17-108 | Donation from Los Angeles Clippers, Inc. for the Continued Support of the Junior Clippers Basketball Program  |
| 17-109 | Late Night Hoops Basketball Program – Donation from Los Angeles Clippers Foundation in Support of the Program |

May 17, 2017

- 17-110 Summer Food Service Program 2017 – Authorization to Pay the Los Angeles Unified School District
- 17-111 LA84 Summer Splash 2017 Program – Authorization to Submit a Grant Renewal Application for Aquatics Programming – Acceptance of Awarded Grant Funds
- 17-112 Sunland Park Senior Citizen Center – Authorization to Submit a National Recreation and Park Association Walk With Ease and Active Living Every Day Grant Application for Seniors Programming; Acceptance of Awarded Grant Funds
- 17-113 Bellevue Recreation Center - Award of Contract to Hilltop Nursery School, Inc., for the Management and Operation of a Recreational Child Development and Childcare Center; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines (Issuance of License to Use an Existing Facility Involving Negligible Expansion of Use)
- 17-114 EXPO Center – Donation from the Friends of EXPO Center
- 17-115 Reimbursement of Salaries and Related Expenses from the Municipal Recreation Program Fund and Grant Fund Accounts – Resolution for Fiscal Year 2017-2018
- 17-116 Reimbursement for Petty Cash, Expenses, and Refund Resolutions for Fiscal Year 2017-2018
- 17-117 Transfer of Expenditures to Bogdanovich Trust Fund for Fiscal Year 2017-2018
- 17-118 Joy Picus Child Care Center – Tuition Rate and Fee Increase for Fiscal Year 2017-18
- 17-119 Washington Irving Middle School – Amendment to Joint Use Agreement and Development Agreement with the Los Angeles Unified School District for the Restoration of the Multi-Use Synthetic Sports Field and Running Track Located Within the Joint Use Area of the Campus; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,11d), and Class 3(6) of the City CEQA Guidelines (Alterations Involving Remodeling with Negligible or No Expansion of Use, Demolition and Removal of Existing Accessory Structures, and Construction of New Accessory Structures)
- 17-120 Park Fee Ordinance – Changes to the Park Fees Section of the Schedule of Rates and Fees

May 17, 2017

- 17-121 Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project – Allocation of Harbor Highlands Improvement Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(12), and Class 11(3) of the City CEQA Guidelines (Outdoor Lighting for Security and Operation and Placement of New Accessory Restrooms)
- 17-122 Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project – Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(3) of the City CEQA Guidelines (Minor Alterations of Existing Pedestrian Trails)
- 17-123 Rio de Los Angeles State Park – Installation of Security Cameras (PRJ21128) Project – Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines (Installation of New Safety Equipment Involving Negligible or No Expansion of Use)
- 17-124 Harbor City Park – Lighting Improvements (PRJ21079) Project – Allocation of Quimby Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,3), Class 2(3) and Class 11(3) of the City CEQA Guidelines (Modifications of Existing Park Facilities with Negligible or No Expansion of Use, Replacement of Existing Utility Systems and Placement of New Accessory Structures)
- 17-125 Vesting Tentative Tract (VTT) No. 74855 – Recommendation to the Advisory Agency for Land Dedication or In-Lieu Park Fee Payment
- 17-126 Gaffey Street Pool – Pool and New Bathhouse Restoration (PRJ20726) (W.O. #1907453F) Project – Acceptance of Stop Payment Notice and Release of Stop Payment Notice with AWI Builders, Inc., Contract No. 3514
- 17-127 Algin Sutton Pool Recreation Center – Pool Replacement and Bathhouse Renovation (PRJ21117) (W.O. #E170293F) Project – Demolition of the Swimming Pool; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1, Categories 11(d) and 12 [Demolition of Existing Structures and New Outdoor Lighting and Fencing with No Expansion Use], Class 3, Categories 6 and 8 [New Construction of Small Structures and Utilities], Class 4 [Minor Alterations to Land], and Class 11, Categories 3 and 6 [Construction or Placement of Accessory Structures] of the City CEQA Guidelines
- 17-128 Appropriation from Unreserved and Undesignated Fund Balance in Fund 302 to Various Accounts in the Department of Recreation and Parks
- 17-129 Summer Night Lights – Transfer of Appropriations within Fund 302 in the Department of Recreation and Parks for Budgetary Adjustments

May 17, 2017

- 17-130 Lummis House General Improvements – Proposition A Excess Funds; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines (Exterior and Interior Alterations of Existing Public Facilities)
- 17-131 Rose Hills/EI Sereno Recreation Center Rehabilitation Project – Proposition A Excess Funds; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(32) of the City CEQA Guidelines (Installation of Mechanical Equipment Necessary to the Use of Existing Structures)
- 17-132 As-Needed Roofing Repair, Maintenance and Construction – Award of Contract
- 17-133 Amendment to Personnel Resolution No. 10461 – Section 1G – (Other Special Funded Positions)

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
- Notification of Release – Request for Proposals for the Vending Machine Concession
- Informational Report – Pershing Square Renew (PRJ21113) Project

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

A Special Meeting of the Board of Recreation and Park Commissioners will be held on Tuesday, May 23, 2017, 9:00 a.m., at Grace E. Simons Lodge, 1025 Elysian Park Drive, Los Angeles, CA 90012. The next Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, June 7, 2017, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

May 17, 2017

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

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>  
Information on Agenda items 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, May 3, 2017

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting in Friendship Auditorium at 5:30 p.m. Present were President Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Vicki Israel, Recreation Services Branch

Ramon Barajas, Assistant General Manager of Planning, Maintenance and Construction Branch

Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Councilmember David E. Ryu presented opening remarks and welcomed the Board and audience to the Fourth Council District.

Joe Salaices, Superintendent of the Griffith Region, introduced Department staff and provided background information regarding Friendship Auditorium. Superintendent Salaices acknowledged Eagle Scout Jonathan Chu and Boys Scouts Troop 301 – Monterey Park for repairing the footbridge in the Fern Dell area of Griffith Park, and presented them with Certificates of Appreciation. Superintendent Salaices also introduced the Park Rangers who recently graduated from the Los Angeles Police Academy, and acknowledged Park Ranger Joseph Fuentes for being selected as the top cadet of his graduating class by Los Angeles Police Department Chief Charlie Beck.

#### APPROVAL OF MINUTES

Commissioner Diaz moved that the Board approve the Minutes of the April 19, 2017 Regular Meeting, which was seconded by Commissioner Culpepper. 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

##### 17-105

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

---

May 3, 2017

Jimmy Kim, Emergency Management Coordinator II of the Emergency Preparedness Section, presented Board Report No. 17-105 for authorization of the Department's Chief Accounting Employee to transfer \$582,960.00 from Fund 205, Department 88, Account 88024S Federal Emergency Management Agency, to Fund 205, Department 88, Account TBD – Emergency Preparedness, for the renovation of the Partnership Division Offices to serve as the Department Operations Center and new headquarters for the Emergency Preparedness Section.

17-106

AS-NEEDED ENTERTAINMENT PRODUCTION – AWARD OF CONTRACTS

---

Jim Newsom, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-106 for approval of the proposed three-year Contracts with CenterStaging, LLC, McCune Audio/Video/Lighting, Neptune Productions, Studio Instrument Rentals, Inc., and XXIV, LLC for as-needed entertainment production services; approval of the finding in accordance with Charter Section 1022 that the Department does not have personnel within its employ with sufficient time or necessary expertise to undertake entertainment production services in a timely manner, and it is therefore more feasible, economical, and in the Department's best interests to secure such services by several as-needed contractors without engaging in a new competitive bidding process for each individual 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 practicable or advantageous as it is necessary for the Department to call on as-needed contractors to perform expert, technical work without engaging in a new competitive process for each individual project assigned on the basis of availability, the price to be charged, and the unique expertise of the as-needed contractors; approval of the finding in accordance with Charter Section 371 (e)(10), that the 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 that will determine which proposer can best provide as-needed entertainment production services; approval of the finding in accordance with Charter Section 372 that it is necessary to have several as-needed contractors available when called upon by the Department to perform entertainment production services since obtaining competitive proposals or bids for each individual project is not reasonably practicable or compatible with the Department's interests of having as-needed contractors available to assign various projects on the basis of availability, price, and expertise; and authorization to waive informalities in four of the responses to the As-Needed Entertainment Production Request for Qualifications (RFQ).

Board Report No. 17-106 was corrected to accurately reflect the entertainment production services referenced in the second bullet point in the Summary on Page 2 of the Report, and in Section 3.2 of the proposed Contracts:

- Provide lighting equipment ranging from small tree light to current day movable lights, strobe and special effects, and including safety riggings to fly this equipment.

Board Report No. 17-106 and the Attachments were also corrected to accurately reflect the name of CenterStaging, LLC as one word with the Limited Liability Company designation. Department staff was instructed to verify whether all references to Neptune Productions in the Board Report and Attachments should have an Incorporated designation, and to make any necessary corrections.

May 3, 2017

Board Report No. 17-106 was therefore amended to include Recommendation No. 9 as follows to be able to make the technical corrections to the proposed Contract with Neptune Productions:

9. Authorize the General Manager or Designee to make technical corrections to the Contract with Neptune Productions as necessary to carry out the intent of the Board Report.

The Board and Department staff discussed that Pageantry Events was disqualified during the RFQ Level I Review process for failure to meet the minimum qualifications of completing the Business Inclusion Program (BIP) requirements, which was verified by Department staff through the Los Angeles Business Assistance Virtual Network (LABAVN) system. Pageantry Events submitted correspondence protesting the firm's disqualification from being considered as an as-needed contractor on the basis that Pageantry Events has current entertainment production service contracts with the City of Los Angeles for which the firm is in compliance with the BIP requirements. The correspondence asserted that such BIP information has been uploaded and maintained in the LABAVN system. The Board and Department staff further discussed that the Entertainment Production RFQ allows for the re-opening of the RFQ process for additional respondents; therefore, Department staff would be able to come back to the Board at a later date with a recommendation to include Pageantry Events as an as-needed contractor for entertainment production should Department staff find evidence that Pageantry Events is in compliance with the BIP requirements.

#### BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. One request was submitted for Board Report No. 17-106, and such comments were made to the Board.

President Patsouras requested a Motion to approve Board Report No. 17-105 as presented and Board Report No. 17-106 as amended. Commissioner Diaz moved that the Board Reports 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.

#### COMMISSION TASK FORCE UPDATES

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

There was no Report for the Commission Task Force on Concessions.

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

There was no Report for the Commission Task Force on Facility Repair and Maintenance.

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

- Anthony-Paul Diaz, Executive Officer and Chief of Staff, reported on various Department activities, facilities, and upcoming events. The Whitsett Soccer Fields Re-Opening Ceremony was held on May 3, 2017 with a significant amount of community members in attendance. An Arbor Day Celebration was held on April 29, 2017 at Hollenbeck Park in collaboration with City

May 3, 2017

Plants and Councilmember Jose Huizar's Office, Fourteenth Council District, in which 80 new trees were planted by approximately 60 volunteers. The Department's second budget hearing with the Budget and Finance Council Committee is scheduled on May 4, 2017. Upcoming events include the Albion Riverside Groundbreaking Ceremony is scheduled on May 6, 2017 for the development of a new six-acre park, improvements to the Downey Recreation Center, and improved access to the Los Angeles River. The Arnold Palmer Re-Dedication Ceremony is scheduled on May 17, 2017 at Rancho Park Golf Course.

- 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 Diaz acknowledged the Sherman Oaks East Valley Adult Center Spring 2017 Amateur Talent Show held on April 22, 2017. Commissioner Diaz also acknowledged the Golf Division and Maintenance staff for maintaining and operating the City municipal golf courses.

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, May 17, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Regular Meeting at 6:19 p.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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

SPECIAL MEETING MINUTES

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

Wednesday, May 3, 2017

CALL TO ORDER

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting in Friendship Auditorium at 6:20 p.m. Present were President Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Vicki Israel, Recreation Services Branch  
Ramon Barajas, Assistant General Manager of Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

NEIGHBORHOOD COUNCIL COMMENTS

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

BOARD REPORTS

17-107

AMENDMENT TO PERSONNEL RESOLUTION NO. 10461-  
SECTION 1F (IN-LIEU POSITIONS)

Harold Fujita, Personnel Director of the Human Resources Division, presented Board Report No. 17-107 for authorization to amend Section 1F (In-Lieu Positions) of Personnel Resolution No. 10461 for the addition of the following positions to be effective immediately:

<u>No.</u>	<u>Code</u>	<u>Classification and Location</u>
12	1101-X	Office Administrative Trainee Clerk - Various
12	1360	Office Services Assistant – Various

BOARD REPORT PUBLIC COMMENT

Public comments were invited for Board Report No. 17-107; however, no requests for public comment were submitted.

President Patsouras requested a Motion to approve Board Report No. 17-107 as presented. Commissioner Alvarez moved that Board Report No. 17-107 be approved, and that the Resolution recommended in the Report be thereby approved. Commissioner Diaz seconded the Motion. There being no objections, the Motion was unanimously approved.

May 3, 2017

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, May 17, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Special Meeting at 6:22 p.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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

**BOARD REPORT**

NO. 17-108

DATE May 17, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DONATION FROM LOS ANGELES CLIPPERS, INC., FOR THE CONTINUED SUPPORT OF THE JUNIOR CLIPPERS BASKETBALL PROGRAM

AP Diaz	_____	* V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATION

Accept a donation from Los Angeles Clippers, Inc. (LAC), consisting of uniforms, player and coach clinics, event tickets for youth, and other in-kind contributions, with an estimated value of Three Hundred Thirty Thousand Dollars (\$330,000.00) for continued support of the Junior Clippers Basketball Program benefitting fifteen thousand (15,000) participants from eighty-one (81) Recreation Centers.

SUMMARY

LAC has generously provided the Department of Recreation and Parks (RAP) with a donation of products and in-kind services valued at approximately Three Hundred Thirty Thousand Dollars (\$330,000.00) for the continued support of the Junior Clippers Basketball Program (Program).

The Program started in Fiscal Year 2000-01 with seven hundred fifty (750) participants from three Recreation Centers: Normandie, Shatto, and Queen Anne. The Program has now expanded to include fifteen thousand (15,000) participants from eighty-one (81) Recreation Centers. The Program hosts basketball clinics at several Recreation Centers, which provide basic instruction in basketball fundamentals, sportsmanship, health, and nutrition.

The youth teams participating in the Junior Clippers basketball league are eligible for a "Sportsmanship" nomination. One child from each participating recreation center is nominated by the director for outstanding performance in satisfying Student-Athlete Sportsmanship criteria.

The Program is designed to teach the importance of displaying sportsmanship while engaging in sports, focusing on fair play, ethical behavior and integrity, as possessing such qualities is also important in personal and academic endeavors.

BOARD REPORT

PG. 2 NO. 17-108

FISCAL IMPACT STATEMENT

This donation of uniforms, equipment and in-kind contributions from LAC valued at approximately Three Hundred Thirty Thousand Dollars (\$330,000.00) subsidizes an existing RAP program which benefits the participants and families. Acceptance of this in-kind donation results in no fiscal impact to RAP's General Fund and contributes beneficially to the City.

This report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants.

LIST OF ATTACHMENT(S)

- 1) List of Participating Recreation Centers

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
109th 1464 E. 109th Street Los Angeles, CA 90059 323-566-4561	Debra Price debra.price@lacity.org	Jeremy Yorke jeremy.yorke@lacity.org	Pacific Harbor District
Algin Sutton RC 8800 S. Hoover Street Los Angeles, CA 90044 323-753-5808	DeAnna Tunstale deanna.tunstale@lacity.org	Allen Alegria allen.alegria@lacity.org	Pacific South District
Alpine RC 817 Yale Street Los Angeles, CA 90012 213-485-5448	Gail Okazaki gail.okazaki@lacity.org	Cynthia Yparraguirre cynthia.yparraguirre@lacity.org	Metro Griffith District
Baldwin Hills RC 5401 Highlight Place Los Angeles, 90016 323-934-0758	Laverne Kimble laverne.kimble@lacity.org	Deshay Scott deshay.scott@lacity.org	Pacific Southwest District
Banning RC 1331 Eubank Street Wilmington, CA 90744 310-548-7776	Vontray Norris vontray.norris@lacity.org	Jacqueline Lopez jacqueline.lopez@lacity.org	Pacific Harbor District
Bellevue RC 826 Lucile Ave. Los Angeles, CA 90026 323-664-2468	Sherri Lindsay sherri.lindsay@lacity.org	Jimmy MacWilliams jimmy.mcwilliams@lacity.org	Metro Griffith District
Boyle Hghts Sports Complex 933 S. Mott Street Los Angeles, CA 90023 323-264-5136	Pete Nishimura pete.nishimura@lacity.org	N/A	Metro East District
Branford RC 13306 Branford Street Arleta, CA 91331 818-893-4923	Jason Liss jason.liss@lacity.org	Otto Reyes ottho.reyes@lacity.org	Valley East Distict

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Central Recreation Center 1357 E. 22nd Street Los Angeles, CA 90011 213-485-4435	Ed Bonilla ed.bonilla@lacity.org	N/A	Pacific South District
Chevy Chase RC 4165 Chevy Chase Drive Los Angeles, CA 90039 818-550-1453	Ronny Reynoso ronny.reynoso@lacity.org	N/A	Metro Griffith District
Cypress RC 2630 Pepper Ave. Los Angeles, CA 90065 213-485-5384	Michael Garcia michael.garcia@lacity.org	Lori Villa Hernandez lori.villahernandez@lacity.org	Metro Griffith District
David M. Gonzales RC 10943 Herrick Ave. Pacoima, CA 91331 818-899-1950	Andres DeLaHoya andres.delahoya@lacity.org	N/A	Valley Mid Valley District
Delano RC 15100 Erwin Street Van Nuys, CA 91411 818-756-8529	Craig Edemann craig.edemann@lacity.org	Sterling Williams sterling.williams@lacity.org Daniel Hernandez daniel.hernandez@lacity.org	Valley East District
Denker Recreation Center 1550 W. 35th Place Los Angeles, CA 90018 323-733-8367	Mychal Lynch mychal.lynch@lacity.org	Yessica Famoso yessica.famoso@lacity.org	Pacific South District
Downey RC 1772 N. Spring Street Los Angeles, CA 90031 323-225-7100	Carlos Alavrado carlos.alvarado@lacity.org	Iliana Ortega iliana.ortega@lacity.org	Metro East District
Echo Park RC 1632 Bellevue Ave. Los Angeles, CA 90026 213-250-3578	Jose Maciel jose.maciel@lacity.org	N/A	Metro Griffith District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
El Sereno RC 4721 Klamath St. Los Angeles 90032 323-225-3517	Juan Guzman juan.guzman@lacity.org	Rocio Contreras rocio.contreras@lacity.org Keith Barbour keith.barbour@lacity.org	Metro North District
Elysian Valley RC 1811 Ripple St. Los Angeles, CA 90039 323-666-5058	Adrian Morales adrian.morales@lacity.org	Victoria Semoya victoria.semoya@lacity.org	Metro Griffith District
Evergreen RC 2844 E 2nd St Los Angeles, CA 90033 323-262-0397	Santiago Cuevas santiago.cuevas@lacity.org	Gilbert Gonzales gilbert.gonzales@lacity.org	Metro East District
Fernangeles RC 8851 Laurel Canyon Blvd. Sun Valley, CA 91352 818-767-4171	Carla Arrue carl.arrue@lacity.org		Valley East District
Fred Roberts RC 4700 Honduras Los Angeles, CA 90011 323-234-8650	Jose Nevares jose.nevares@lacity.org	N/A	Pacific South District
Garcia RC 1016 W. Fresno Street Los Angeles, CA 90023 323-265-4755	Briseli Borquez briseli.borquez@lacity.org	Ruben Lopez ruben.lopez@lacity.org	Metro East District
Glassell RC 3650 Verdugo Rd. Los Angeles, 90065 323-257-1863	Arlene Cordova arelene.cordova@lacity.org	Mario Amador mario.amador@lacity.org Lupe Zamora lupe.zamora@lacity.org	Metro Griffith District
Green Meadows RC 431 E. 89th Street Los Angeles, CA 90003 323- 565-4242	Elizabeth Alamillo elizabeth.alamillo@lacity.org	Wesley King wesley.king@lacity.org	Pacific South District

**City of Los Angeles**  
**Department of Recreation and Parks**  
**Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Harbor City Recreation Center 24901 Frampton Ave. Harbor City, CA 90710 310-548-7729	Michael Signorelli michael.signorelli@lacity.org	Renee Dalton renee.dalton@lacity.org	Pacific Harbor District
Hazard RC 2230 Norfolk St. Los Angeles, CA 90033 323-261-0113	Liz Narvaes elizabeth.narvaes@lacity.org	Phillip Gonzalez phillip.gonzalez@lacity.org Diane Chavez diane.chavez@lacity.org	Metro East District
Highland Park RC 6150 North Piedmont Avenue Los Angeles, CA 90042 213-847-4875	Kortley Norris kortley.norris@lacity.org	Eddie Ocampo eddie.ocampo@lacity.org	Metro North District
Hollywood RC 1122 Cole Avenue Los Angeles, CA 90038 323-467-6847	Yamil Verde yamil.verde@lacity.org	Arien Davis arien.davis@lacity.org	Metro Central District
Hurbert H. Humphrey RC 12560 Filmore Street Pacoima, CA 91331 818-896-6510	Ramon Cerrillos ramon.cerrillos@lacity.org	Damon Hooks damon.hooks@lacity.org Juchell Wardlow jurchell.wardlow	Valley Mid Valley District
Imperial Courts RC 2250 W. 114th St. Los Angeles, CA 90059	Alea Douglas alea.douglas@lacity.org	Shannon Williams shannon.williams@lacity.org	Pacific Harbor District
Jackie Tatum / Harvard RC 1535 W. 62nd Street Los Angeles, CA 90047 323-778-2584	Austin Dumas austin.dumas@lacity.org	Daniel Nunez daniel.nunez@lacity.org	Pacific Southwest District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Jim Gilliam RC 4000 S. LA Brea Avenue Los Angeles, CA 9008 323-291-5928	Densie Stansell denise.stansell@lacity.org	David Eda david.eda@lacity.org	Pacific Southwest District
Lafayette RC 625 S. Lafayette Park Place Los Angeles, CA 90057 213-387-9426	Jacqueline Chilin jacqueline.chilin@lacity.org	N/A	Metro East District
Lake Street Community Center 227 North Lake Street Los Angeles, CA 90057 213-207-2196	Jeremy Aldridge jeremy.aldridge@lacity.org	Joann Chung joann.chung@lacity.org	Metro Griffith District
Lakeview Terrace RC 11075 Foothill Blvd. Lakeview Terrace, CA 91342 818-899-8087	John Knight john.knight@lacity.org	N/A	Valley Mid Valley District
Lanark RC 21816 Lanark Street Canoga Park, CA 91304 818-883-1503	Larry Mellon larry.mellon@lacity.org	Elisa White elisa.white@lacity.org Oscar Cardenas oscar.cardenas@lacity.org	Valley West Valley District
Lemon Grove RC 4959 Lemon Gove Ave. Los Angeles, 90029 323-666-4144	Glen Campana glen.campana@lacity.org		Metro Central District
Lincoln Park RC 3501 Valley Blvd Los Angeles, 90031 213-847-1726	Louise Merritt louise.merritt@lacity.org	Clemente Arrizon clemente.arrizon@lacity.org	Metro North District
Lincoln Heights RC 2303 Workman Avenue Los Angeles, CA 90033 323-225-2838	Ana Valadez ana.valadez@lacity.org	N/A	Metro North District

**City of Los Angeles**  
**Department of Recreation and Parks**  
**Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Lou Costello Jr. RC 3141 Olympic Boulevard Los Angeles, CA 90023 213-485-9111	Crystal Crockett crystal.crockett@lacity.org	Maria Monetta-Burke maria.monettaburke@lacity.org	Metro East District
Mar Vista RC 11430 Woodbine Ave. Los Angeles, 90066 310-398-5982	Caroline Lammers caroline.lammers@lacity.org	Ernesto Diaz ernesto.diaz@lacity.org	Valley Shoreline District
Martin Luther King Jr. RC 3916 S. Western Ave. Los Angeles, CA 90062 213-847-0878	Eric Griffin eric.griffin@lacity.org	Carol Monroy carol.monroy@lacity.org Paul Nicholas paul.nicholas@lacity.org	Pacific South District
Montecito Heights 4545 Homer Street Los Angeles, CA 90031 213-485-5148	Christina Conyers christina.conyers@lacity.org	Christian Oliva christian.oliva@lacity.org	Metro North District
Mt. Carmel RC 830 W. 70th Street Los Angeles, CA 90044 323-789-2756	Itzel Guterrez itzel.guterrez@lacity.org	Aaron Mitchell aaron.mitchell@lacity.org	Pacific South District
Normandale RC 22400 S. Halldale Avenue Torrance, CA 90501 310 328-3689	Cesar Ramirez cesar.ramirez@lacity.org	Francine Sylvia francine.sylvia@lacity.org	Pacific Harbor District
Normandie RC 1550 S Normandie Avenue Los Angeles, CA 90006 323-737-1181	David Estrada david.estrada@lacity.org	Dave Bussey dave.bussey@lacity.org	Metro Central District
North Hollywood RC 11430 Chandler Blvd. North Hollywood, CA 91601 818-763-7651	Alfred Tutungi alfred.tutungi@lacity.org	Rosie Perez rosie.perez@lacity.org	Valley East District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Oakwood RC 767 California Ave. Venice, 90291 310-452-7479	Keith Rice keith.rice@lacity.org	Ejah Haggerty ejah.haggerty@lacity.org	Valley Shoreline District
Pan Pacific RC 7600 Beverly Blvd. Los Angeles, 90036 323-939-8874	Kimberly Welden kimberly.welden@lacity.org	Miranda McCord miranda.mccord@lacity.org	Metro Central District
Pecan RC 127 South Pecan Los Angeles, CA 90033 323-262-7322	Jose Lopez jose.lopez@lacity.org	N/A	Metro East District
Penmar RC 1341 Lake Street Venice, 90291 310-396-8735	Gregory Thomas gregory.thomas@lacity.org	Andy Felz andy.felz@lacity.org	Valley Shoreline District
Poinsettia RC 7341 Willoughby Avenue Los Angeles, CA 90046 323-876-5014	Tri Huang tri.huang@lacity.org	N/A	Metro Central District
Queen Anne RC 1240 West Boulevard Los Angeles, CA 90019 323-857-1180	Aaron Shaw aaron.shaw@lacity.org	Mireya Garcia mireya.garcia@lacity.org	Metro Central District
Rancho Cienega Sports Complex 5001 Rodeo Road Los Angeles, CA 90016 323-290-2330	Ralph Jordan ralph.jordan@lacity.org	Phillip Wiley phillip.wiley@lacity.org	Pacific Southwest District
Ritchie Vallens RC 10736 Laurel Canyon Blvd Pacoima, CA 91331 818-834-5172	Mike Hogan michael.hogan@lacity.org	Rudy Sanchez rodolfo.sanchez@lacity.org	Valley Mid Valley District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Robertson RC 1641 Preuss Road Los Angeles, CA 90035 310-278-5383	Luke Euzaraga luke.euzaraga@lacity.org	Roderick John Charles	Pacific Southwest District
Rose Hill RC 4530 Mercury Avenue Los Angeles, CA 90032 323-225-0450	Leticia Lopez leticia.lopez@lacity.org	N/A	Metro North District
Rosecrans RC 840 W. 149th Street Gardena, CA 90247 310-327-3653	Karen King karen.king@lactiy.org	Abraham Rodriguez abraham.rodriguez@lacity.org	Pacific Harbor District
Ross Snyder RC 1501 E. 41st Street Los Angeles, CA 90011 323-231-3964	Javier Soto javier.soto@lacity.org	Robert Dunn robert.dunn@lacity.org	Pacific South District
Seoul International RC 3250 San Marino Street Los Angeles, CA 90006 213-383-7549	Karin Fox karin.fox@lacity.org	Michael Mojica michael.mojica@lacity.org	Metro Central District
Sepulveda RC 8825 Kester Ave. Panorama City, CA 91405 818-893-3700	Ricardo Davis ricardo.davis@lacity.org	Cullen Haywood cullen.haywood@lacity.org Louis Brown louis.brown@lacity.org	Valley Mid Valley District
Shatto RC 3191 West 4th Street Los Angeles, CA 90020 213-386-8877	Diane Diankoff diane.diankoff@lacity.org	Matt Ramirez matt.ramirez@lacity.org	Metro Central District
Slauson RC 5306 S. Compton Ave. Los Angeles, CA 90011 323-233-1174	Nicole Griffin nicole.griffin@lacity.org	Karlon Mack karlon.mack@lacity.org	Pacific South District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
South Park RC 345 East 51st Street Los Angeles, CA 90011 323-847-6746	Brian Cox brian.cox@lacity.org	Jerome Bryant jerome.bryant@lacity.org	Pacific South District
St. Andrews RC 8701 St. Andrews Place Los Angeles, CA 90047 213-485-1751	Anthony Gordon anthony.gordon@lacity.org	Tamara Williams tamara.williams@lacity.org	Pacific Southwest District
State Street 716 State Street Los Angeles, CA 90033 213-847-2790	Bryan Kochner bryan.kochner@lacity.org	Maritza Guzman maritza.guzman@lacity.org	Metro East District
Stonehurst RC 9901 Dronfield St Sun Valley, CA 91352 818-767-0314	Gregory Kekahuna gregory.kekahuna@lacity.org	Mary Sum mary.sum@lacity.org	Valley Mid Valley District
Stoner RC 1835 Stoner Ave. Los Angeles, 90025 310-479-7200	Elaine Piha elaine.piha@lacity.org	Mindy Schneider mindy.schneider@lacity.org	Valley Shoreline District
Sylmar RC 13109 Borden Ave. Sylmar, CA 91342 818-367-5656	Tracie Field tracie.field@lacity.org	Gabino Quiroz gabino.quiroz@lacity.org Arron Cowen aron.cowen@lacity.org	Valley Mid Valley District
Toberman RC 1725 Toberman Street Los Angeles, CA 90015 213-485-6896	Daniel Gutierrez daniel.gutierrez@lacity.org	Jonathan Sanchez jonathan.sanchez@lacity.org	Metro Central District
Trinity Recreation Center 517 E. 25th Street Los Angeles, CA 90011 213-485-4195	Abel Villaneda abel.villaneda@lacity.org	N/A	Pacific South District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Valley Plaza 12240 Archwood St. North Hollywood, CA 91606 818-765-5885	Pat Kanan pa.kanan@lacity.org	Evan Nakamura evan.nakamura@lacity.org Brenda Shaw brenda.shaw@lacity.org	Valley East District
Van Ness Recreation Center 5720 2nd Avenue Los Angeles, CA 90043 323-296-1559	Benita Dixon benita.dixon@lacity.org	Donielle Bryant donielle.bryant@lacity.org	Pacific Southwest District
Van Nuys/Sherman Oaks RC 14201 Huston St. Sherman Oaks, 91423 818-785-5121	Art Gomez art.gomez@lacity.org	Hugo Sanchez hugo.sanchez@lacity.org	Valley Mid Valley District
Victory/Vineland RC 11117 Vicotry Blvd. North Hollywood, CA 91606 818-985-9516	Paul Landavazo paul.landavazo@lacity.org	N/A	Valley East District
Wabash RC 2765 Wabash Avenue Los Angeles, CA 90033 323-262-6534	Al Ramos al.ramos@lacity.org	Jose Luis Gonzalez jose.l.gonzalez@lacity.org	Metro East District
Westchester RC 7000 W. Manchester Ave Los Angeles, 90045 310-670-7473	Mark Rose mark.rose@lacity.org	Stephen Joyce stephen.joyce@lacity.org	Pacific Southwest District
Westwood RC Complex 1350 S. Sepulveda Blvd. Los Angeles, 90025 310-473-3610	Lizka Mendoza lizka.mendoza@lacity.org	Adam Smith adam.smith@lacity.org	Valley Shoreline District
Wilmington RC 325 N. Neptune Avenue Wilmington, CA 90744 (310)548-7645	Antonette Rodovcic antonette.rodovcic@lacity.org	Juan Hernandez juan.hernandez@lacity.org	Pacific Harbor District

**City of Los Angeles  
Department of Recreation and Parks  
Jr. Clipper Sites**

<b>Facility Address &amp; Phone</b>	<b>Director</b>	<b>Coordinator(s)</b>	<b>Region / District</b>
Winnetka RC 8401 Winnetka Ave. Winnetka, CA 91306 818-756-7876	Yvonne Velazquez yvonne.velazquez@lacity.org	N/A	Valley West Distict
Yosemite RC 1840 Yosemite Drive Los Angeles, CA 90041 323-257-1644	Jennifer Rockwell jennifer.rockwell@lacity.org	Jesse Huang jesse.huang@lacity.org	Metro North District



**BOARD REPORT**

NO. 17-109

DATE May 17, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **LATE NIGHT HOOPS BASKETBALL PROGRAM – DONATION FROM LOS ANGELES CLIPPERS FOUNDATION IN SUPPORT OF THE PROGRAM**

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

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



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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept a donation from the Los Angeles Clippers Foundation (LACF), consisting of funding and in-kind supplies in support of the Department of Recreation and Parks (RAP) Late Night Hoops Basketball program (Program), with a total estimated value of up to Sixty-One Thousand, Seven Hundred Twenty-Two Dollars (\$61,722.00), to benefit adults ages eighteen (18) to twenty-five (25), and that appropriate recognition be given to the donor; and,
2. Direct the RAP Chief Accounting Employee to deposit funds received from the LACF for the Program in the amount of Thirty-Six Thousand, Seven Hundred Twenty-Two Dollars (\$36,722.00) into Fund 302, Department 89, Account 89703H, Sub-Account LA, for RAP staff to pay Program related expenses from said sub-account.

SUMMARY

LACF has generously offered to provide RAP with a donation valued up to Sixty-One Thousand, Seven Hundred Twenty-Two Dollars (\$61,722.00) for support of the Program. The donation consists of in-kind support in the form of uniforms, awards, a Job Fair, and other program related activities with an estimated value of Twenty-Five Thousand Dollars (\$25,000.00). In addition, up to the amount of Thirty-Six Thousand, Seven Hundred Twenty-Two Dollars (\$36,722.00) will be provided to pay for RAP staff, security, and other program related expenses.

The Program is a late evening basketball league providing positive alternatives for young adults that promotes non-violence and unity, health and fitness, educational opportunities, employment referral, organized recreation, and cultural activities.

## BOARD REPORT

PG. 2

NO. 17-109

Over the last twenty-seven (27) years, LACF has joined with RAP to work with inner city youth, adults, and families to promote the game of basketball, sportsmanship, and athletics as an alternative to negative influences. Since 1990, this collaboration has resulted in programs such as 'Neighborhood Pride', "Pride Jam", "City Wide Basketball Finals", "NBA 2 Ball", "Junior Clippers", and "Late Night Hoops".

The Program started in mid-April and concludes in late June, with Championship Game Day Activities that include a Job Fair and a three point shooting contest. Rancho Cienega Sports Complex has served as the host site, with over one hundred sixty (160) young adults participating from Algin Sutton, Denker, El Sereno, EXPO Center, Jackie Tatum/ Harvard, Jim Gilliam, Jim Gilliam All-Stars, Mount Carmel, Rancho Cienega, Rancho Cienega All-Stars, Ross Snyder, Saint Andrews, and Slauson Recreation Centers, as well as Los Angeles County's Washington Park.

The Assistant General Manager of the Recreation Services Branch and the Superintendents support the Program and concur with RAP staff's recommendations.

### FISCAL IMPACT STATEMENT

Acceptance of this donation has no fiscal impact to RAP's General Fund, as LACF is providing funding for the program related expenses.

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants.

**BOARD REPORT**

NO. 17-110

DATE May 17, 2017

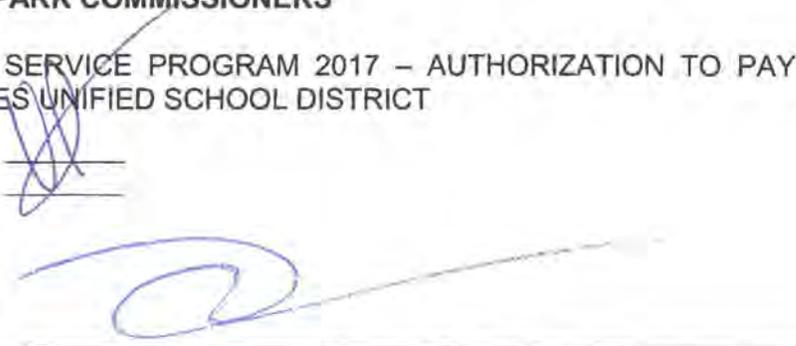
C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **SUMMER FOOD SERVICE PROGRAM 2017 – AUTHORIZATION TO PAY THE LOS ANGELES UNIFIED SCHOOL DISTRICT**

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

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



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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee or Designee to pay the Los Angeles Unified School District, Food Services Division (LAUSD) under an Agreement, herein included as Attachment 1 for the provision of summer lunches.

SUMMARY:

RAP's Summer Food Service Program (aka "Summer Lunch Program") provides nutritious lunches to children from ages one to eighteen (18) years old at over one hundred (100) parks. The Program is funded through the United States Department of Agriculture (USDA). RAP will enter into an Agreement with LAUSD to procure summer lunches for RAP's Summer Lunch Program for a fourth consecutive year. LAUSD has agreed to provide each individual lunch at our designated sites at a price of \$3.69 per lunch. LAUSD meets the USDA standards for providing summer lunches. Additionally, LAUSD has agreed to meet the requirements of the City of Los Angeles' Good Food Policy.

RAP is requesting authorization to pay LAUSD through the aforementioned Agreement for the provision of summer lunches.

On February 1, 2017, the Board of Commissioners approved Report No. 17-021, herein included as Attachment 2, which authorizes RAP's General Manager, Executive Officer, or Assistant General Manager to execute the aforementioned Agreement.

FISCAL IMPACT STATEMENT

Projected expenses for the 2017 Summer Lunch Program are approximately Eight Hundred Sixty-Five Thousand, One Hundred Ninety-Eight Dollars (\$865,198.00). The anticipated USDA

BOARD REPORT

PG. 2      NO. 17-110

reimbursement is Eight Hundred Twenty-Nine Thousand, Four Hundred Dollars (\$829,400.00). As a result, there will be a fiscal impact of approximately Thirty-Five Thousand, Seven Hundred Ninety-Eight Dollars (\$35,798.00) to RAP's General Fund.

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

LIST OF ATTACHMENTS

- 1) Proposed Agreement between LAUSD and RAP, Summer Lunch Program
- 2) Board Report No. 17-021

**SUMMER FOOD SERVICE PROGRAM  
STANDARD FOOD SERVICE AGREEMENT 2016**

This agreement (Agreement) is entered into on **June 12, 2017** by and between SFSP SPONSOR:

**City of Los Angeles, Department of Recreation and Parks** herein after referred to as the **Agency**, and FOOD SERVICE VENDOR NAME:

**Los Angeles Unified School District, Food Service Division 333 South Beaudry Ave, 28<sup>th</sup> Floor, Los Angeles, CA 90017** herein after referred to as the **Vendor**.

**Whereas**, it is not within the capability of the Agency to prepare specified meals under the Summer Food Service Program (SFSP); and

**Whereas**, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Agency's facilities; and

**Whereas**, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis.

Therefore, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare unitized meals for delivery inclusive of milk or juice each day, Monday through Friday, in accordance with the number of meals requested and at the cost per meal listed below to the food service sites (sites) identified on Attachment A (Route List and Address List).

Breakfast	\$	each	Lunch	<b>\$3.69</b>	each
Supplement/snack	\$	each	Supper	\$	each

2. Provide the Agency, for approval, a proposed cycle menu for the operational period, at least 45 days prior to the beginning of the period to which the menu applies. The Agency shall notify Vendor of any problems with the menu as soon as possible after menu receipt. The Vendor will not accept menu changes within 30 days prior to the beginning of the period to which the proposed menu applies. If Agency fails to notify Vendor of menu problems within the timeframe herein, the menu shall be deemed approved by the Agency. Any changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education (CDE) and documented on the menu records.
3. Ensure that each meal provided to the Agency under this Agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, (Schedule B) which is excerpted from the regulations 7CFR Part 225.16 or an approved

National School Lunch Program (NSLP) option. NSLP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern.

4. Provide meals meeting USDA requirements. Meals delivered not meeting USDA requirements will not be paid for by the Agency, as they are not reimbursable by USDA regulations. Such meals to include:
  - A. An imbalance between the number of milks and/or juices and the number of meals.
  - B. Missing components, incomplete meal
  - C. Insufficient wrapping of lunches, juices, and milk
  - D. Damaged or spoiled components
  - E. Components significantly short of required weight or size
  - F. Same fruit or vegetable component used to meet  $\frac{3}{4}$  cup fruit/vegetable requirement.

In the event the Agency determines that a meal does not meet USDA requirements for reimbursement, Agency shall immediately notify Vendor and provide Vendor a reasonable opportunity to correct the problem and provide a meal that is reimbursable. "Reasonable" in this section shall mean until at least 20 minutes into the meal serving time.

5. Maintain full and accurate records which document: 1) the menus were provided to the Agency during the term of this Agreement; 2) a listing of all components of each meal; and, 3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United State Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
6. Comply with the City of Los Angeles Good Food Policy meal requirements and guidelines.
7. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records for a period of three (3) years after the end of the fiscal year to which they pertain.
8. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for and delivered to the Agency. Meal count documentation must include the number of meals requested by the Agency.
9. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made no later than 4 pm on the previous business day.

10. Present to the Agency an invoice accompanied by reports on a weekly basis which itemizes the previous week's delivery. The Vendor agrees to forfeit payment for meals which are not ready within **20 minutes** into specified meal serving time or are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement, so long as Vendor has been provided a reasonable opportunity to correct any problems with meals as required in Section 4 of this Agreement.
11. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. The Vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
12. Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
13. Prepare all meals under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Field trip meals are exempt from the 24-hour restriction of this Section 13.
14. Deliver all meals in refrigerated trucks or insulated containers, the quality of which would maintain the required delivery temperature between 32 and 41 degrees F for cold meals and 140 degrees for hot meals.
15. Provide two (2) copies of delivery receipt (transport record) to each feeding site.
16. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request, make all accounts and records pertaining to the Agreement available to a certified public accountant hired by the Agency, representatives of the CDE, USDA, and the USDA Office of Inspector General for audits or administrative reviews at a reasonable time and place.
17. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
18. Be paid by the Agency for all meals delivered in accordance with the Agreement. Neither the CDE nor the USDA will assume liability for payment of differences between the number of meals prepared for delivery by the Vendor and the number of meals served by the Agency that are eligible for reimbursement.
19. Shall indemnify the Agency, CDE, and the USDA against any loss or damage including attorneys' fees and other costs of litigation caused by the Vendor's grossly negligent acts or omissions of Vendor's agents or employees. The Vendor expressly agrees to defend any suit against the Agency alleging personal injury, sickness or disease arising out of consumption or use of the merchandise sold that resulted from Vendor's gross

negligence.. The Agency will promptly notify the Vendor and the USDA in writing of any claims against Vendor and, if such claims become known and in the event of a suit being filed, shall promptly forward to the Vendor and the USDA all papers in connection therewith. The Agency shall not incur any expense or make any settlement without Vendor's consent; provided, however, that if Vendor refuses or neglects to defend any such suit, the Agency may defend, adjust or settle any such claim and seek reimbursement of the cost of such defense, including reasonable attorneys' fees, from the Vendor.

20. Be excused from further performance of this Agreement if such performance is rendered impossible or unfeasible due to catastrophes, Acts of God or other major event (a "Force Majeure" event) beyond Vendor's reasonable control. Vendor will notify Agency of such event as soon as possible, and will give notice of the restoration of normal conditions as soon as possible. Vendor will take all reasonable measures to fulfill its obligation hereunder within a reasonable time period. Agency may procure meals from another source. In no event shall Vendor be responsible for costs of meals obtained from another source due to a Force Majeure event.

#### THE AGENCY AGREES TO:

1. Request by telephone/e-mail no later than **3:00pm** the previous day, an accurate number of meals to be delivered to the Agency for the following day. Notify the Vendor of necessary increases or decreases in the number of meals ordered by **4:00pm** on the day prior to the day upon which such increases or decreases in the meal count is to take effect. Errors in meal orders made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each feeding site at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will immediately verify the temperature of one of each potentially hazardous food item delivered and the quality, packaging and quantity of each meal delivered. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SFSP, and with local health and safety codes.
3. Provide personnel to serve meals, clean the serving and eating area, and keep cambros/food storage containers in safe place for pickup by the Vendor no later than **3:00 pm** each day.
4. Notify the Vendor of any problems with the menu as soon as possible after menu receipt. The Vendor will not accept menu changes within 30 days prior to the beginning of the period to which the proposed menu applies. If the Agency fails to notify Vendor of menu problems within the timeframe herein, the menu shall be deemed approved by the Agency.

5. Provide the Vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP as requested. The Agency will, within 24 hours of receipt from the CDE Nutrition Services Division, advise the Vendor of any changes in the food service requirements.
6. Pay the Vendor within **45** days of receipt of weekly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered in accordance with the Agreement. Neither the CDE nor USDA assume liability for payment of the difference between the number of meals prepared, delivered by the Agency, and the number of meals served by the Agency that are eligible for reimbursement.
7. The following conditions shall apply regarding a \$25.00 delivery fee:
  - A. A delivery fee of \$25.00 per site, per day will be charged, when a site orders 19 or less meals for the day. Meals will be delivered on the day they are served and the sites will get regular meals (meals on the menu for that day).
  - B. When the sites order both field trip meals and 20 or more meals for the site on field trip day, then there will be no delivery fee and they will get regular meals (meals on the menu for that day). The field trip meals will be delivered the day before the field trip. The 20 or more regular meals (meals on the menu for the day) will be delivered on the day of the field trip.
8. Shall indemnify the Vendor against any loss or damage including attorneys' fees and other costs of litigation caused by the Agency's grossly negligent acts or omissions, or those of its agents or employees. The Agency expressly agrees to defend any suit against the Vendor alleging personal injury, sickness or disease arising out of consumption or use of the merchandise sold that resulted from Agency's gross negligence.. The Vendor will promptly notify the Agency in writing of any claims against the Agency and, if such claims become known and in the event of a suit being filed, shall promptly forward to the Agency all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without Agency's consent; provided, however, that if Agency refuses or neglects to defend any such suit, the Vendor may defend, adjust or settle any such claim and seek reimbursement of the cost of such defense, including reasonable attorneys' fees, from the Agency.

#### MISCELLANEOUS

A. TERMS OF AGREEMENT:

This Agreement will take effect commencing on **June 12, 2017** and shall end on **August 11, 2017**. This Agreement may be terminated by either party by giving written notice to the other party at least 30 days prior to the date of termination. The Agency shall have the option to cancel this Agreement if the federal government withdraws funds to support the SFSP. It is further understood that in the event this Agreement is cancelled, the

Agency shall be responsible for the cost of meals that have already been assembled and delivered in accordance with this Agreement.

B. SCHOOL FOOD AUTHORITY VENDING TO A SPONSOR:

The District will use the regular School Meal Pattern

The District will use the SFSP Meal Pattern

C. AGENCY:

Agrees to allow the District to use the School Meal Pattern noted above. Yes  No

PROPOSED

FOOD SERVICE VENDOR AND SPONSORING AGENCY:

In witness thereof, the parties hereto have executed this agreement as of the dates indicated below:

VENDOR OFFICIAL (SIGNATURE)	AGENCY OFFICIAL (SIGNATURE)
VENDOR OFFICIAL NAME (PRINT)	AGENCY OFFICIAL NAME (PRINT)
TITLE	TITLE
TELEPHONE NUMBER	TELEPHONE NUMBER
DATE	DATE

PROPOSED

**SUMMER LUNCH DELIVERY & SERVING TIMES**  
**June 12, 2017 to August 11, 2017**

Revised 3-8-17

Site	Route 1	Phone	ADP	CAP	Del.	Lunch Serving Time
15565	Lanark Recreation Center	818-883-1503	85	110	11:30 AM	12:00 PM-12:30 PM
16616	Winnetka Recreation Center	818-756-7876	110	143	11:00 AM	11:30 AM-12:15 PM
16612	Reseda Recreation Center	818-881-3882	130	169	11:30 AM	12:00 PM-12:45 PM
15552	Delano Recreation Center	818-756-8529	80	104	11:30 AM	12:00 PM-12:45 PM
16546	Panorama Recreation Center	818-893-3401	65	84	11:30 AM	12:00 PM-12:30 PM
29089	Mid-Valley MPC	818-893-5360	35	45	11:15 AM	11:45 AM-12:15PM
15576	Sepulveda Recreation Center	818-893-3700	100	130	11:45 AM	12:15 PM-1:00 PM
17066	Cardenas Rec Center	818-781-3952	100	130	11:45 AM	12:15 PM-1:00 PM
Site	Route 2	Phone	ADP	CAP	Del.	Lunch Serving Time
17068	Stonehurst Rec Center	818-767-0314	50	65	11:00 AM	11:30 AM-12:00 PM
16598	Sunland Recreation Center	818-352-5282	50	65	11:30 AM	12:00 PM-12:30 PM
17069	Lake View Terrace Rec Center	818-899-8087	80	104	11:30 AM	12:00 PM-12:30 PM
17592	Hansen Dam Rec Center	818-899-6016	250	325	11:00 AM	11:30 AM-12:30 PM
16536	Humphrey Recreation Center	818-896-6510	100	130	11:30 AM	12:00 PM-12:45 PM
15558	David M. Gonzales Rec. Center	818-899-1950	75	97	11:00 AM	11:30 AM-12:30 PM
15573	Ritchie Valens Recreation Center	818-834-5172	60	78	11:15 AM	11:45 AM-12:15 PM
15580	Sylmar Recreation Center	818-367-5656	120	156	11:30 AM	12:00 PM-12:45 PM
Site	Route 3	Phone	ADP	CAP	Del.	Lunch Serving Time
15578	Sun Valley Recreation Center	818-767-6151	60	78	11:00 AM	11:30 AM-12:00 PM
16478	Branford Recreation Center	818-893-4923	80	104	12:00 AM	12:30 PM-1:15 PM
15555	Fernangeles Recreation Center	818-767-4171	75	97	11:30 AM	12:00 PM-12:30 PM
15583	Van Nuys Recreation Center	818-756-8131	100	130	11:00 AM	11:30 AM-12:15 PM
25470	Valley Plaza Rec Center	818-765-5885	70	91	11:00 AM	11:30 AM-12:00 PM
16601	Victory/Vineland Rec Center	818-985-9516	90	117	11:00 AM	11:30 AM-12:00 PM
15572	North Hollywood Rec Center	818-763-7651	100	130	11:30 AM	12:00 PM-12:30 PM
Site	Route 4	Phone	ADP	CAP	Del.	Lunch Serving Time
16482	Chevy Chase Recreation Center	818-550-1453	80	104	11:00 AM	11:30 AM-12:15 PM
15557	Glassell Rec Ctr	CC(3)341-5681/RC(3)257-1863	90	117	11:00 AM	11:30 AM-12:15 PM
16606	Yosemite Recreation Center	323-257-1644	90	117	11:00 AM	11:30 AM-12:15 PM
16505	Eagle Rock Recreation Center	323-257-6948	80	104	11:00 AM	11:30 AM-12:15 PM
15560	Highland Recreation Center	213-847-4875	100	130	11:00 AM	11:30 AM-12:15 PM
16613	Ramona Hall Youth Center	323-276-3021	80	104	11:15 AM	11:45 AM-12:15 PM
17071	Carlin G. Smith Recreation Center	323-225-4960	50	65	11:30 AM	12:00PM-12:45PM
15569	Montecito Recreation Center	213-485-5148	75	97	11:45 AM	12:15 PM-1:00 PM
17073	Cypress Recreation Center	213-485-5384	90	117	11:45 AM	12:15 PM-12:45 PM
Site	Route 5	Phone	ADP	CAP	Del.	Lunch Serving Time
16510	Echo Park Rec Center	213-250-3578	110	143	11:45 AM	12:15 PM-1:15PM
29465	Unidad Park	213-847-4970	75	97	11:30 AM	12:00 PM-12:45 PM
15564	Lake Street Recreation Center	213-207-2196	70	91	11:45 AM	12:15 PM-12:45 PM
15568	Mac Arthur Park Rec Center	213-368-0520	80	104	11:00 AM	11:30 AM-12:00 PM
22918	Lafayette Community Center	213-384-0562	120	156	11:30 AM	12:00 PM-12:45 PM
15577	Shatto Recreation Center	213-386-8877	120	156	11:45 AM	12:15 PM-1:00 PM
15549	Seoul International Park	213-383-7549	90	117	11:30 AM	12:00 PM-12:45 PM
24511	Hope & Peace	213 847-4970	65	84	12:00 PM	12:30 PM-1:00 PM
Site	Route 6	Phone	ADP	CAP	Del.	Lunch Serving Time
15585	Yucca Community Center	323-957-6339	85	110	11:00 AM	11:30 AM-12:00 PM
16550	Poinsettia Recreation Center	323-876-5014	80	104	11:45 AM	12:15 PM-12:45 PM
15561	Hollywood Recreation Center	323-467-6847	85	110	11:00 AM	11:30 AM-12:00 PM
15566	Lemon Grove Recreation Center	323-666-4144	90	117	11:00 AM	11:30 AM-12:15 PM
16470	Bellevue Recreation Center	323-664-2468	80	104	11:00 AM	11:30 AM-12:15 PM
16559	Silver Lake Recreation Center	323-644-3946	100	130	11:45 AM	12:15 PM-1:00 PM
16520	Elysian Valley Recreation Center	323-666-5058	85	110	11:45 AM	12:15 PM-1:00PM
29337	Rio De Los Angeles	323-276-3015	80	104	12:00 PM	12:30 PM-1:00 PM
Site	Route 7	Phone	ADP	CAP	Del.	Lunch Serving Time
15574	Rose Hill Recreation Center	323-225-0450	65	84	11:00 AM	11:30 AM-12:00 PM
16515	El Sereno Recreation Center	323-225-3517	90	117	11:30 AM	12:00 PM-12:45 PM
16535	Hazard Recreation Center	213-485-6839	90	117	11:00 AM	11:30 AM-12:00 PM
15567	Lincoln Park Recreation Center	213-847-1726	170	221	11:00 AM	11:30 AM-12:00 PM
16538	Lincoln Heights Recreation Ctr.	323-225-2838	75	97	11:00 AM	11:30 AM-12:00 PM
16503	Downey Recreation Center	323-225-7100	120	156	11:00AM	11:30 AM-12:15 PM
16463	Alpine Recreation Center	213-485-5448	85	110	11:45 AM	12:15 PM-1:00 PM

Site	Route 8	Phone	ADP	CAP	Del.	Lunch Serving Time
16603	Wabash Recreation Center	323-262-6534	70	91	11:00 AM	11:30 AM-12:15 PM
17116	State Street Rec Center	213-847-2790	55	71	11:00 AM	11:30 AM-12:00 PM
16547	Pecan Recreation Center	323-262-2736	120	156	11:00 AM	11:30 AM- 12:15 PM
17072	Hollenbeck Rec Center	323-261-0113	75	97	11:00 AM	11:30 AM-12:00 PM
15553	Evergreen Recreation Center	323-262-0397	90	117	11:15 AM	11:45 AM-12:15 PM
16474	Boyle Heights Recreation Center	323-264-5136	75	97	11:30 AM	12:00 PM-12:30 PM
16782	Ramon Garcia Recreation Center	323-265-4755	70	91	11:45 AM	12:15 PM-1:00 PM
16486	Costello Recreation Center	213-485-9111	85	110	11:15 AM	11:45 AM-12:30 PM

Site	Route 9	Phone	ADP	CAP	Del.	Lunch Serving Time
16493	Culver Slauson	310-391-5451	80	104	11:00 AM	11:30 AM-12:30 PM
16544	Oakwood Recreation Center	310-452-7479	90	117	11:30 AM	12:00 PM-12:45 PM
16549	Penmar Recreation Center	310-396-8735	85	110	11:30 AM	12:00 PM-12:45 PM
16596	Stoner Recreation Center	310-479-7200	95	123	11:30 AM	12:00 PM-12:45 PM
17074	Robertson Rec Center	310-278-5383	60	78	11:00 AM	11:30 AM-12:00 PM
16614	LACES Recreation Center	323-933-8343	90	117	11:30 AM	12:00 PM-12:30 PM

Site	Route 10	Phone	ADP	CAP	Del.	Lunch Serving Time
22919	Loren Miller Recreation Ctr	323-734-4386	100	130	11:00 AM	11:30 AM-12:00 PM
15554	EXPO Center (phone ext. #220/277)	213-763-0116	350	455	11:00 AM	11:30 AM-12:30 PM
16450	Martin Luther King Rec Center	213-847-0878	70	91	11:30 AM	12:00 PM-12:30 PM
16532	Jim Gilliam Recreation Center	323-291-5928	120	156	11:30 AM	12:00 PM-12:45 PM
16466	Baldwin Hills Recreation Center	323-934-0746	100	130	11:45 AM	12:15 PM-1:00 PM
16554	Rancho Cienega CC(3)290-2330/RC(3)290-3141		120	156	11:45 AM	12:15 PM-1:20 PM
16602	Vineyard Recreation Center	323-732-2469	40	52	11:30 AM	12:00 PM-12:30 PM

Site	Route 11	Phone	ADP	CAP	Del.	Lunch Serving Time
16497	Denker Recreation Center	323-733-8367	90	117	12:00 PM	12:30 PM-1:15 PM
16543	Normandie Recreation Center	323-737-1181	80	104	11:45 AM	12:15 PM-1:00 PM
16552	Queen Anne Recreation Center	323-857-1180	75	97	11:45 AM	12:15 AM-1:00 PM
25698	South Seas Rec Center	323-373-9483	80	104	11:30 AM	12:00 PM-1:00 PM
15581	Toberman Recreation Center	213-485-6896	55	71	11:00 AM	11:30 AM-12:00 PM
15562	Hoover Recreation Center	213-749-8896	75	97	11:30 AM	12:00 PM-12:30 PM
16599	Trinity Recreation Center	213-485-4195	85	110	11:00 AM	11:30 AM-12:00 PM
24512	Julian Dixon	213-847-4970	70	91	12:00 PM	12:30 PM-1:00 PM

Site	Route 12	Phone	ADP	CAP	Del.	Lunch Serving Time
15551	Central Recreation Rec Center	213-485-4435	75	97	11:15 AM	11:45 AM-12:15 PM
15575	Ross Snyder Recreation Center	323-231-3964	120	156	11:00 AM	11:30 AM-12:15 PM
16539	Gilbert Lindsay Recreation Center	323-846-7584	85	110	11:00 AM	11:30 AM-12:15 PM
16595	South Park Rec Center	213-847-6746	90	117	12:00 PM	12:30 PM-1:15 PM
15556	Fred Roberts Recreation Center	323-234-8650	85	110	11:00 AM	11:30 AM-12:00 PM
16594	Slauson Rec Ctr RC(3)233-1174/SC(3)846-8793		85	110	11:00 AM	11:30 AM-12:15 PM

Site	Route 13	Phone	ADP	CAP	Del.	Lunch Serving Time
16600	Van Ness Recreation Center	323-296-1559	100	130	11:30 AM	12:00 PM-12:45 PM
16534	Jackie Tatum (Harvard) Rec Center	323-778-2579	120	156	11:45 AM	12:15 PM-12:45 PM
15570	Mt. Carmel Recreation Center	323-789-2756	70	91	11:00 AM	11:30 AM-12:00 PM
16556	St. Andrews Recreation Center	213-485-1751	160	208	11:30 AM	12:00 PM-12:45 PM
15559	Green Meadows Recreation Ctr.	323-565-4242	70	91	12:00 PM	12:30 PM-1:00 PM
16537	Imperial Courts Rec Center	323-564-1834	85	110	11:00 AM	11:30 AM-12:00 PM
16545	109th Street Recreation Center	323-566-4561	90	117	11:30 AM	12:00 PM-12:45 PM

Site	Route 14	Phone	ADP	CAP	Del.	Lunch Serving Time
15579	Algin Sutton Rec Ctr CC 323-565-2541	323-753-5808	100	130	11:15 AM	11:45 AM-12:30 PM
16555	Rosecrans Recreation Center	310-327-3653	80	104	11:00 AM	11:30 AM-12:00 PM
15571	Normandale Recreation Center	310-328-3689	70	91	11:00 AM	11:30 AM-12:00 PM
16533	Harbor City Recreation Center	310-548-2676	80	104	11:00 AM	11:30 AM-12:00 PM
15550	Banning Recreation Center	310-548-7776	100	130	11:00 AM	11:30 AM-12:00 PM
16604	Wilmington Recreation Center	310-548-7645	70	91	11:30 AM	12:00 PM-12:30 PM
28929	Leland Recreation Center	310-548-7706	60	78	11:30 AM	12:00 PM-12:30 PM
16548	Peck Park Recreation Center	310-548-7580	120	156	11:30 AM	12:00 PM-12:45 PM

Sites and times are subject to change.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM**  
**FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES**  
**SUMMER SERVICE DATES: JUNE 12, 2017 - AUGUST 11, 2017**

**ATTACHMENT A**

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
1	109th Street Recreation Center	1464 E. 109th Street	90059	15	(323) 566-4561	12:00 pm - 12:45 pm
2	Algin Sutton Recreation Center	8800 S. Hoover Street	90044	8	(323) 753-5808	11:45 am - 12:30 pm
3	Alpine Recreation Center	817 Yale Street	90012	1	(213) 485-5448	12:15 pm - 1:00 pm
4	Andres & Maria Cardenas Rec Center	14740 Blythe Street	91402	6	(818) 781-3952	12:15 pm - 1:00 pm
5	Baldwin Hills Recreation Center	5401 Highlight Place	90016	10	(323) 934-0746	12:15 pm - 1:00 pm
6	Banning Recreation Center	1331 Eubank Street	90744	15	(310) 548-7776	11:30 am - 12:00 pm
7	Bellevue Recreation Center	826 Lucile Avenue	90026	13	(323) 664-2468	11:30 am - 12:15 pm
8	Boyle Heights Sports Center	933 S. Mott Street	90023	14	(323) 264-5136	12:00 pm - 12:30 pm
9	Branford Recreation Center	13306 Branford Street	91331	6	(818) 893-4923	12:30 pm - 1:15 pm
10	Carlin G. Smith Recreation Center	511 W. Ave 46	90065	1	(323) 225-4960	12:00 pm - 12:45 pm
11	Central Park Recreation Center	1357 E. 22nd Street	90011	9	(213) 485-4435	11:45 am - 12:15 pm
12	Chevy Chase Recreation Center	4165 Chevy Chase Drive	90039	13	(818) 550-1453	11:30 am - 12:15 pm
13	Culver-Slauson Recreation Center	5072 S. Slauson Avenue	90230	11	(310) 391-5451	11:30 am - 12:30 pm
14	Cypress Recreation Center	2630 Pepper Avenue	90065	1	(213) 485-5384	12:15 pm - 12:45 pm
15	David M. Gonzales Recreation Center	10943 Herrick Avenue	91331	7	(818) 899-1950	11:30 am - 12:30 pm
16	Delano Recreation Center	15100 Erwin Street	91411	6	(818) 756-8529	12:00 pm - 12:45 pm
17	Denker Recreation Center	1550 W. 35th Place	90018	8	(323) 733-8367	12:30 am - 1:15 pm
18	Downey Recreation Center	1722 N. Spring Street	90031	1	(323) 225-7100	11:30 am - 12:15 pm
19	Eagle Rock Recreation Center	1100 Eagle Vista Drive	90041	14	(323) 257-6948	11:30 am - 12:15 pm
20	Echo Park Recreation Center	1632 Bellevue Ave	90026	13	(213) 250-3578	12:15 am - 1:15 pm
21	El Sereno Recreation Center	4721 Klamath Street	90032	14	(323) 225-3517	12:00 pm - 12:45 pm
22	Elysian Valley Recreation Center	1811 Ripple Street	90039	13	(323) 666-5058	12:15 pm - 1:00 pm
23	Evergreen Recreation Center	2844 E. 2nd Street	90033	14	(323) 262-0397	11:45 pm - 12:15 pm
24	EXPO Center	3980 Bill Robertson Lane	90037	9	(213) 763-0116	11:30 am - 12:30 pm
25	Fernangeles Recreation Center	8851 Laurel Canyon Boulevard	91352	6	(818) 767-4171	12:00 pm - 12:30 pm
26	Fred Roberts Recreation Center	4700 S. Honduras Street	90011	9	(323) 234-8650	11:30 am - 12:00 pm
27	Garcia Recreation Center	1016 S. Fresno Street	90023	14	(323) 265-4755	12:15 pm - 1:00 pm
28	Gilbert Lindsay Recreation Center	429 E. 42nd Place	90011	9	(323) 846-7584	11:30 am - 12:15 pm
29	Glassell Park Recreation Center	3650 Verdugo Road	90065	1	(323) 257-1863	11:30 am - 12:15 pm
30	Green Meadows Recreation Center	431 E. 89th Street	90003	9	(323) 565-4242	12:30 pm - 1:00 pm
31	Hansen Dam Recreation Area	11770 Foothill Boulevard	91342	7	(818) 899-6016	11:30 am - 12:30 pm
32	Harbor City Recreation Center	24901 Frampton Avenue	90710	15	(310) 548-7729	11:30 am - 12:00 pm
33	Hazard Park Recreation Center	2230 Norfolk Street	90033	14	(213) 485-6839	11:30 am - 12:00 pm
34	Highland Park Recreation Center	6150 Piedmont Avenue	90042	1	(213) 847-4875	11:30 am - 12:15 pm
35	Hollenbeck Recreation Center	415 S. Louis Street	90033	14	(323) 261-0113	11:30 am - 12:00 pm
36	Hollywood Recreation Center	1122 Cole Avenue	90038	13	(323) 467-6847	11:30 am - 12:00 pm
37	Hoover Recreation Center	1010 W. 25th Street	90007	8	(213) 749-8896	12:00 pm - 12:30 pm
38	Hope & Peace Park	843 S. Bonnie Brae	90057	1	(213) 847- 4970	12:30 pm - 1:00 pm
39	Hubert Humphrey Recreation Center	12560 Fillmore Street	91331	7	(818) 896-6215	12:00 pm - 12:45 pm
40	Imperial Courts Recreation Center	2250 E. 114th Street	90059	15	(323) 564-1834	11:30 am - 12:00 pm
41	Jackie Tatum/Harvard Recreation Center	1535 W. 62nd Street	90047	8	(323) 778-2579	12:15 pm - 12:45 pm
42	Jim Gilliam Recreation Center	4000 S. La Brea Avenue	90008	10	(323) 291-5928	12:00 am - 12:45 pm
43	Julian Dixon Park	4800 S. Hoover Street	90037	9	(213) 847-4970	12:30 pm - 1:00 pm
44	LACES Recreation Center	5931 West 18th Street	90035	10	(323) 933-8343	12:00 pm - 12:30 pm
45	Lafayette Multipurpose Community Center	625 S. Lafayette Park Place	90057	10	(213) 384-0562	12:00 pm - 12:45 pm
46	Lake Street Recreation Center	227 North Lake Street	90026	13	(213) 207-2196	12:15 pm - 12:45 pm
47	Lake View Terrace Recreation Center	11075 Foothill Boulevard	91342	7	(818) 899-8087	12:00 pm - 12:30 pm
48	Lanark Recreation Center	21816 Lanark Street	91304	3	(818) 883-1503	12:00 pm - 12:30 pm
49	Leland Recreation Center	863 South Herbert Ave	90731	15	(310) 548-7706	12:00 pm - 12:30 pm
50	Lemon Grove Recreation Center	4959 Lemon Grove Avenue	90029	13	(323) 666-4144	11:30 am - 12:15 pm
51	Lincoln Heights Recreation Center	2303 Workman Street	90031	1	(323) 225-2838	11:30 am - 12:00 pm

CITY OF LOS ANGELES ATTACHMENT A  
DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM  
FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES  
SUMMER SERVICE DATES: JUNE 12, 2017 - AUGUST 11, 2017

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
52	Lincoln Park Recreation Center	3501 Valley Boulevard	90031	1	(213) 847-1726	11:30 am - 12:00 pm
53	Loren Miller Recreation Center	2717 Halldale Avenue	90018	8	(323) 734-4386	11:30 am - 12:00 pm
54	Lou Costello Recreation Center	3141 E. Olympic Boulevard	90023	14	(213) 485-9111	11:45 am - 12:30 pm
55	MacArthur Park Community Center	2230 W. 6th Street	90057	1	(213) 368-0520	11:30 am - 12:00 pm
56	Martin Luther King Jr. Therapeutic Center	3916 S. Western Avenue	90062	8	(213) 847-0878	12:00 pm - 12:30 pm
57	Mid-Valley Intergenerational MPC	9540 Van Nuys Blvd	91402	6	(818) 893-5360	11:45 am - 12:15 pm
58	Montecito Heights Recreation Center	4545 Homer Street	90031	1	(213) 485-5148	12:15 pm - 1:00 pm
59	Mount Carmel Recreation Center	830 W. 70th Street	90044	8	(323) 789-2756	11:30 am - 12:00 pm
60	Normandale Recreation Center	22400 S. Halldale Avenue	90501	15	(310) 328-3689	11:30 am - 12:00 pm
61	Normandie Recreation Center	1550 S. Normandie Avenue	90006	1	(323) 737-1181	12:15 pm - 1:00 pm
62	North Hollywood Rec. Center	11430 Chandler Boulevard	91601	2	(818) 763-7651	12:00 pm - 12:30 pm
63	Oakwood Recreation Center	767 California Avenue	90291	11	(310) 452-7479	12:00 pm - 12:45 pm
64	Panorama Recreation Center	8600 Hazeltine Avenue	91402	6	(818) 893-3401	12:00 pm - 12:30 pm
65	Pecan Recreation Center	127 S. Pecan Street	90033	14	(323) 262-2736	11:30 am - 12:15 pm
66	Peck Park Recreation Center	560 N. Western Avenue	90732	15	(310) 548-7580	12:00 pm - 12:45 pm
67	Penmar Recreation Center	1341 Lake Street	90291	11	(310) 396-8735	12:00 pm - 12:45 pm
68	Poinsettia Recreation Center	7341 Willoughby Avenue	90046	5	(323) 876-5014	12:15 pm - 12:45 pm
69	Queen Anne Recreation Center	1240 West Boulevard	90019	10	(323) 857-1180	12:15 pm - 1:00 pm
70	Ramona Hall Community Center	4580 N. Figueroa Street	90065	1	(323) 276-3021	11:45 am - 12:15 pm
71	Rancho Cienega Sports Complex	5001 Rodeo Road	90016	10	(323) 290-3141	12:15 pm - 1:20 pm
72	Reseda Recreation Center	18411 Victory Boulevard	91335	3	(818) 881-3882	12:00 pm - 12:45 pm
73	Richie Valens Rec. Center	10731 Laurel Canyon Boulevard	91331	7	(818) 834-5172	11:45 am - 12:15 pm
74	Rio De Los Angeles	1900 North San Fernando Road	90065	1	(323) 2763015	12:30 pm - 1:00 pm
75	Robertson Recreation Center	1641 Preuss Road	90035	5	(310) 278-5383	11:30pm - 12:00 pm
76	Rose Hill Recreation Center	4530 Mercury Avenue	90032	14	(323) 225-0450	11:30 am - 12:00 pm
77	Rosecrans Recreation Center	840 West 149th Street	90247	15	(310) 327-3653	11:30 am - 12:00 pm
78	Ross Snyder Recreation Center	1501 E. 41st Street	90011	9	(323) 231-3964	11:30 am - 12:15 pm
79	Seoul International Park (Ardmore)	3250 San Marino Street	90006	10	(213) 383-7549	12:00 pm - 12:45 pm
80	Sepulveda Recreation Center	8801 Kester Avenue	91402	6	(818) 893-3700	12:15 pm - 1:00 pm
81	Shatto Recreation Center	3191 W. 4th Street	90020	4	(213) 386-8877	12:15 pm - 1:00 pm
82	Silver Lake Recreation Center	1850 W. Silver Lake Drive	90026	13	(323) 644-3946	12:15 pm - 1:00 pm
83	Slauson Recreation Center	5306 S. Compton Avenue	90011	9	(323) 233-1174	11:30 am - 12:15 pm
84	South Park Recreation Center	345 E. 51st Street	90011	9	(213) 847-6746	12:30 pm - 1:15 pm
85	South Seas House Community Center	2301 West 24th Street <small>(served at S. Foster)</small>	90018	10	(323) 373-9483	12:00 pm - 1:00 pm
86	St. Andrews Recreation Center	8701 Saint Andrews Place	90047	8	(213) 485-1751	12:00 pm - 12:45 pm
87	State St Recreation Center	716 N. State Street	90033	14	(213) 847-2790	11:30 am - 12:00 pm
88	Stonehurst Recreation Center	9901 Dronfield Street	91352	7	(818) 767-0314	11:30 am - 12:00 pm
89	Stoner Recreation Center	1835 Stoner Avenue	90025	11	(310) 479-7200	12:00 pm - 12:45 pm
90	Sun Valley Recreation Center	8133 Vineland Avenue	91352	6	(818) 767-6151	11:30 am - 12:00 pm
91	Sunland Recreation Center	8651 Foothill Boulevard	91040	7	(818) 352-5282	12:00 pm - 12:30 pm
92	Sylmar Park Recreation Center	13109 Borden Avenue	91342	7	(818) 367-5656	12:00 pm - 12:45 pm
93	Toberman Recreation Center	1725 S. Toberman Street	90015	1	(213) 485-6896	11:30 am - 12:00 pm
94	Trinity Recreation Center	2415 Trinity Street	90011	9	(213) 485-4195	11:30 am - 12:00 pm
95	Unidad Park	1644 Beverly Blvd	90026	13	(213) 847-4970	12:00 pm - 12:45 pm
96	Valley Plaza Recreation Center	12240 Archwood Street	91606	2	(818) 765-5885	11:30 am - 12:00 pm
97	Van Ness Recreation Center	5720 Second Avenue	90043	8	(323) 296-1559	12:00 pm - 12:45 pm
98	Van Nuys Park	14301 Vanowen Street	91605	6	(818) 756-8131	11:30 am - 12:15 pm
99	Victory-Vineland Recreation Center	11117 Victory Boulevard	91606	2	(818) 985-9516	11:30 am - 12:00 pm
100	Vineyard Recreation Center	2942 Vineyard Avenue	90016	10	(323) 732-2469	12:00 pm - 12:30 pm
101	Wabash Recreation Center	2765 Wabash Avenue	90033	14	(323) 262-6534	11:30 am - 12:15 pm
102	Wilmington Recreation Center	325 Neptune Avenue	90744	15	(310) 548-7645	12:00 pm - 12:30 pm
103	Winnetka Recreation Center	8401 Winnetka Avenue	91306	3	(818) 756-7876	11:30 am-12:15 pm
104	Yosemite Recreation Center	1840 Yosemite Drive	90041	14	(323) 257-1644	11:30 am - 12:15 pm
105	Yucca Park Community Center	6671 Yucca Street	90028	13	(323) 957-6339	11:30 am - 12:00 pm

SITES AND SERVING TIMES ARE SUBJECT TO CHANGE - REVISED 1-18-17



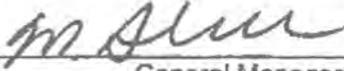
**APPROVED**  
**20-01-2017**  
**BOARD OF RECREATION  
 AND PARK COMMISSIONERS**

BOARD REPORT

NO. 17-021DATE February 01, 2017C.D. Various**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: CALIFORNIA DEPARTMENT OF EDUCATION – SUMMER FOOD SERVICE PROGRAM 2016-2017 – AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR SUMMER LUNCH PROGRAM; ACCEPTANCE OF GRANT FUNDS**

AP Diaz \_\_\_\_\_ \*V. Israel \_\_\_\_\_  
 R. Barajas \_\_\_\_\_ N. Williams \_\_\_\_\_  
 H. Fujita \_\_\_\_\_

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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
 As Amended \_\_\_\_\_

RECOMMENDATIONS

1. Approve the submission of a Summer Food Service Program 2016-2017 (SFSP) grant application to the California Department of Education (CDE) for the Department of Recreation and Parks (RAP) Summer Lunch Program in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00), subject to Mayor and City Council consideration;
2. Direct RAP staff to transmit a copy of the grant application to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA) and to the City Clerk for Committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the SFSP grant award, if awarded, in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00) from the CDE for the RAP's Summer Lunch Program, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests and so on, which may be necessary for the completion of the project(s); and,
5. Authorize RAP's Chief Accounting Employee to establish the necessary account within "Recreation and Parks Grant" Fund 205 to accept the SFSP grant, if awarded, in the approximate amount of Eight Hundred Eleven Thousand Dollars (\$811,000.00) for the RAP's Summer Lunch Program.

## BOARD REPORT

PG. 2

NO. 17-021SUMMARY:

The Summer Food Service Program (SFSP) is a Federally funded program administered by the California Department of Education (CDE) that reimburses agencies for providing nutritious meals to children eighteen (18) years of age and younger. RAP submits an annual application to the CDE for its Summer Lunch Program. The application for the program is due by April 12, 2017.

RAP has participated in the SFSP since 1975. The program provides free lunches at over one hundred (100) parks for RAP ~~summer day camp activities~~ during the summer months when the Los Angeles Unified School District (LAUSD) schools are not in session. All sites are "drop-in" sites where meals are available to all children in the area. A list of sites is herein included as Attachment 1. Children do not need to apply, meet eligibility requirements, sign up or sign in. The lunches are nutritious and well-balanced meals that must meet Federal meal pattern requirements.

The 2016 SFSP reimbursement rate is \$3.685, which is calculated based on the number of "first" meals (meals served that do not include leftovers or second servings to the same children) with an allowance for second servings to be claimed. During the 2016 summer season, RAP served one hundred eighty-five thousand, four hundred fifty-two (185,452) lunches and was reimbursed Six Hundred Eighty Three Thousand Three Hundred Ninety Dollars and Sixty Two Cents (\$683,390.62), (based on the 2016 reimbursement rate of \$3.685). LAUSD's Food Services Division provided healthy lunches in the summers of 2014, 2015, and 2016 under contract. LAUSD is currently facing budget restraints and is not able to provide a competitive price per lunch. As a result, RAP will release a Request for Quotations to secure a commercial food vendor for summer 2017.

FISCAL IMPACT STATEMENT:

Projected expenses for the Summer Lunch Program for 2017 are approximately Eight Hundred Forty-Three Thousand Dollars (\$843,000.00). The anticipated reimbursement is Eight Hundred Eleven Thousand Dollars (\$811,000.00). As a result, there will be a fiscal impact of approximately Thirty-Two Thousand Dollars (\$32,000.00) to RAP's General Fund.

Prepared by Bertha Calderon, Management Analyst II, Metro Region.

LIST OF ATTACHMENT(S)

- 1) List of SFSP Sites

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM  
FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES  
SUMMER SERVICE DATES: JUNE 12, 2017 - AUGUST 11, 2017

## ATTACHMENT 1

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
1	109th Street Recreation Center	1464 E. 109th Street	90059	15	(323) 566-4561	12:00 pm - 12:45 pm
2	Algin Sutton Recreation Center	8800 S. Hoover Street	90044	8	(323) 753-5808	11:45 am - 12:30 pm
3	Alpine Recreation Center	817 Yale Street	90012	1	(213) 485-5448	12:15 pm - 1:00 pm
4	Andres & Maria Cardenas Rec Center	14740 Blythe Street	91402	6	(818) 781-3952	12:15 pm - 1:00 pm
5	Baldwin Hills Recreation Center	5401 Highlight Place	90016	10	(323) 834-0746	12:15 pm - 1:00 pm
6	Banning Recreation Center	1331 Eubank Street	90744	15	(310) 548-7776	11:30 am - 12:00 pm
7	Bellevue Recreation Center	826 Lucille Avenue	90026	13	(323) 664-2468	11:30 am - 12:15 pm
8	Boyle Heights Sports Center	933 S. Mott Street	90023	14	(323) 264-5136	12:00 pm - 12:30 pm
9	Branford Recreation Center	13306 Branford Street	91331	6	(818) 893-4923	12:30 pm - 1:15 pm
10	Carlin G. Smith Recreation Center	511 W. Ave 46	90065	1	(323) 225-4960	12:00 pm - 12:45 pm
11	Central Park Recreation Center	1357 E. 22nd Street	90011	9	(213) 485-4435	11:45 am - 12:15 pm
12	Chevy Chase Recreation Center	4165 Chevy Chase Drive	90039	13	(818) 550-1453	11:30 am - 12:15 pm
13	Culver-Slauson Recreation Center	5072 S. Slauson Avenue	90230	11	(310) 391-5451	11:30 am - 12:30 pm
14	Cypress Recreation Center	2630 Pepper Avenue	90065	1	(213) 485-5384	12:15 pm - 12:45 pm
15	David M. Gonzales Recreation Center	10943 Herrick Avenue	91331	7	(818) 899-1950	11:30 am - 12:30 pm
16	Delano Recreation Center	15100 Erwin Street	91411	6	(818) 756-8529	12:00 pm - 12:45 pm
17	Denker Recreation Center	1550 W. 35th Place	90018	8	(323) 733-8367	12:30 am - 1:15 pm
18	Downey Recreation Center	1722 N. Spring Street	90031	1	(323) 225-7100	11:30 am - 12:15 pm
19	Eagle Rock Recreation Center	1100 Eagle Vista Drive	90041	14	(323) 257-6946	11:30 am - 12:15 pm
20	Echo Park Recreation Center	1632 Bellevue Ave	90026	13	(213) 250-3578	12:15 am - 1:15 pm
21	El Sereno Recreation Center	4721 Klamath Street	90032	14	(323) 225-3517	12:00 pm - 12:45 pm
22	Elysian Valley Recreation Center	1811 Ripple Street	90039	13	(323) 666-5058	12:15 pm - 1:00 pm
23	Evergreen Recreation Center	2844 E. 2nd Street	80033	14	(323) 262-0397	11:45 pm - 12:15 pm
24	EXPO Center	3980 Bill Robertson Lane	90037	9	(213) 763-0116	11:30 am - 12:30 pm
25	Fernangelos Recreation Center	8851 Laurel Canyon Boulevard	91352	6	(818) 767-4171	12:00 pm - 12:30 pm
26	Fred Roberts Recreation Center	4700 S. Honduras Street	90011	9	(323) 234-8650	11:30 am - 12:00 pm
27	Garcia Recreation Center	1016 S. Fresno Street	90023	14	(323) 265-4755	12:15 pm - 1:00 pm
28	Gilbert Lindsay Recreation Center	429 E. 42nd Place	90011	9	(323) 846-7584	11:30 am - 12:15 pm
29	Glassell Park Recreation Center	3850 Verdugo Road	90065	1	(323) 257-1863	11:30 am - 12:15 pm
30	Green Meadows Recreation Center	431 E. 89th Street	90003	9	(323) 565-4242	12:30 pm - 1:00 pm
31	Hansen Dam Recreation Area	11770 Foothill Boulevard	91342	7	(818) 898-6016	11:30 am - 12:30 pm
32	Harbor City Recreation Center	24901 Frampton Avenue	90710	15	(310) 548-7729	11:30 am - 12:00 pm
33	Hazard Park Recreation Center	2230 Norfolk Street	90033	14	(213) 485-6839	11:30 am - 12:00 pm
34	Highland Park Recreation Center	6150 Piedmont Avenue	90042	1	(213) 847-4875	11:30 am - 12:15 pm
35	Hollenbeck Recreation Center	415 S. Louis Street	90033	14	(323) 261-0113	11:30 am - 12:00 pm
36	Hollywood Recreation Center	1122 Cole Avenue	90038	13	(323) 467-6847	11:30 am - 12:00 pm
37	Hoover Recreation Center	1010 W. 25th Street	90007	8	(213) 748-8896	12:00 pm - 12:30 pm
38	Hope & Peace Park	843 S. Bonnie Brae	90057	1	(213) 847- 4970	12:30 pm - 1:00 pm
39	Hubert Humphrey Recreation Center	12560 Fillmore Street	91331	7	(818) 896-6215	12:00 pm - 12:45 pm
40	Imperial Courts Recreation Center	2250 E. 114th Street	90059	15	(323) 564-1834	11:30 am - 12:00 pm
41	Jackie Tatum/Harvard Recreation Center	1535 W. 62nd Street	90047	8	(323) 778-2579	12:15 pm - 12:45 pm
42	Jim Gilliam Recreation Center	4000 S. La Brea Avenue	90008	10	(323) 291-5928	12:00 am - 12:45 pm
43	Julian Dixon Park	4800 S. Hoover Street	90037	9	(213) 847-4970	12:30 pm - 1:00 pm
44	LACES Recreation Center	5931 West 18th Street	90035	10	(323) 833-8343	12:00 pm - 12:30 pm
45	Lafayette Multipurpose Community Center	625 S. Lafayette Park Place	90057	10	(213) 384-0562	12:00 pm - 12:45 pm
46	Lake Street Recreation Center	227 North Lake Street	90026	13	(213) 207-2186	12:15 pm - 12:45 pm
47	Lake View Terrace Recreation Center	11075 Foothill Boulevard	91342	7	(818) 899-8087	12:00 pm - 12:30 pm
48	Lanark Recreation Center	21816 Lanark Street	91304	3	(818) 883-1503	12:00 pm - 12:30 pm
49	Leland Recreation Center	863 South Herbert Ave	90731	15	(310) 548-7706	12:00 pm - 12:30 pm
50	Lemon Grove Recreation Center	4959 Lemon Grove Avenue	90029	13	(323) 666-4144	11:30 am - 12:15 pm
51	Lincoln Heights Recreation Center	2303 Workman Street	90031	1	(323) 225-2838	11:30 am - 12:00 pm

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS - SUMMER FOOD SERVICE PROGRAM  
FOOD SERVICE SITES/ ADDRESSES/ PHONE NUMBERS/ SERVING TIMES  
SUMMER SERVICE DATES: JUNE 12, 2017 - AUGUST 11, 2017

## ATTACHMENT 1

NO.	SITE NAME	SITE ADDRESS	ZIP	CD	TELEPHONE	LUNCH TIME
52	Lincoln Park Recreation Center	3501 Valley Boulevard	90031	1	(213) 847-1726	11:30 am - 12:00 pm
53	Loren Miller Recreation Center	2717 Halldale Avenue	90018	8	(323) 734-4386	11:30 am - 12:00 pm
54	Lou Costello Recreation Center	3141 E. Olympic Boulevard	90023	14	(219) 485-9111	11:45 am - 12:30 pm
55	MacArthur Park Community Center	2230 W. 6th Street	90057	1	(213) 368-0520	11:30 am - 12:00 pm
56	Martin Luther King Jr. Therapeutic Center	3916 S. Western Avenue	90062	8	(213) 847-0878	12:00 pm - 12:30 pm
57	Mid-Valley Intergenerational MPC	9540 Van Nuys Blvd	91402	6	(818) 893-5360	11:45 am - 12:15 pm
58	Montecito Heights Recreation Center	4545 Homer Street	90031	1	(213) 485-5148	12:15 pm - 1:00 pm
59	Mount Carmel Recreation Center	830 W. 70th Street	90044	8	(323) 789-2756	11:30 am - 12:00 pm
60	Normandale Recreation Center	22400 S. Halldale Avenue	90501	15	(310) 328-3689	11:30 am - 12:00 pm
61	Normandie Recreation Center	1550 S. Normandie Avenue	90006	1	(323) 737-1181	12:15 pm - 1:00 pm
62	North Hollywood Rec. Center	11430 Chandler Boulevard	91601	2	(818) 783-7651	12:00 pm - 12:30 pm
63	Oakwood Recreation Center	767 California Avenue	90291	11	(310) 452-7479	12:00 pm - 12:45 pm
64	Panorama Recreation Center	8600 Hazeltine Avenue	91402	6	(818) 893-3401	12:00 pm - 12:30 pm
65	Pecan Recreation Center	127 S. Pecan Street	90033	14	(323) 262-2736	11:30 am - 12:15 pm
66	Peck Park Recreation Center	560 N. Western Avenue	90732	15	(310) 548-7580	12:00 pm - 12:45 pm
67	Penmar Recreation Center	1341 Lake Street	90291	11	(310) 396-8735	12:00 pm - 12:45 pm
68	Poinsettia Recreation Center	7341 Wiloughby Avenue	90046	5	(323) 876-5014	12:15 pm - 12:45 pm
69	Queen Anne Recreation Center	1240 West Boulevard	90019	10	(323) 857-1180	12:15 pm - 1:00 pm
70	Ramona Hall Community Center	4580 N. Figueroa Street	90065	1	(323) 276-3021	11:45 am - 12:15 pm
71	Rencho Cienega Sports Complex	5001 Rodeo Road	90018	10	(323) 290-3141	12:15 pm - 1:20 pm
72	Reseda Recreation Center	18411 Victory Boulevard	91335	3	(818) 881-3892	12:00 pm - 12:45 pm
73	Richie Valens Rec. Center	10731 Laurel Canyon Boulevard	91331	7	(818) 834-5172	11:45 am - 12:15 pm
74	Rio De Los Angeles	1900 North San Fernando Road	90065	1	(323) 2763015	12:30 pm - 1:00 pm
75	Robertson Recreation Center	1641 Preuss Road	90035	5	(310) 278-5383	11:30pm - 12:00 pm
76	Rose Hill Recreation Center	4530 Mercury Avenue	90032	14	(323) 225-0450	11:30 am - 12:00 pm
77	Rosecrans Recreation Center	840 West 149th Street	90247	15	(310) 327-3653	11:30 am - 12:00 pm
78	Ross Snyder Recreation Center	1601 E. 41st Street	90011	9	(323) 231-3964	11:30 am - 12:15 pm
79	Seoul International Park (Ardmore)	3250 San Marino Street	90008	10	(213) 383-7549	12:00 pm - 12:45 pm
80	Sepulveda Recreation Center	8801 Kester Avenue	91402	6	(818) 893-3700	12:15 pm - 1:00 pm
81	Shatto Recreation Center	3191 W. 4th Street	90020	4	(213) 386-8877	12:15 pm - 1:00 pm
82	Silver Lake Recreation Center	1850 W. Silver Lake Drive	90026	13	(323) 644-3946	12:15 pm - 1:00 pm
83	Slauson Recreation Center	5306 S. Compton Avenue	90011	9	(323) 233-1174	11:30 am - 12:15 pm
84	South Park Recreation Center	345 E. 51st Street	90011	9	(213) 847-6746	12:30 pm - 1:15 pm
85	South Seas House Community Center	2301 West 24th Street (United x 23 Pub)	90018	10	(323) 373-9483	12:00 pm - 1:00 pm
86	St. Andrews Recreation Center	8701 Saint Andrews Place	90047	8	(213) 485-1751	12:00 pm - 12:45 pm
87	State St Recreation Center	716 N. State Street	90033	14	(213) 847-2790	11:30 am - 12:00 pm
88	Stonehurst Recreation Center	9901 Dronfield Street	91352	7	(818) 767-0314	11:30 am - 12:00 pm
89	Stoner Recreation Center	1835 Stoner Avenue	90026	11	(310) 479-7200	12:00 pm - 12:45 pm
90	Sun Valley Recreation Center	8133 Vineland Avenue	91352	6	(818) 767-6151	11:30 am - 12:00 pm
91	Sunland Recreation Center	8651 Foothill Boulevard	91040	7	(818) 352-5282	12:00 pm - 12:30 pm
92	Sylmar Park Recreation Center	13109 Borden Avenue	91342	7	(818) 367-5656	12:00 pm - 12:45 pm
93	Toberman Recreation Center	1725 S. Toberman Street	90015	1	(213) 485-6896	11:30 am - 12:00 pm
94	Trinity Recreation Center	2415 Trinity Street	90011	9	(213) 485-4185	11:30 am - 12:00 pm
95	Unidad Park	1644 Beverly Blvd	90026	13	(213) 847-4970	12:00 pm - 12:45 pm
96	Valley Plaza Recreation Center	12240 Archwood Street	91606	2	(818) 765-5895	11:30 am - 12:00 pm
97	Van Ness Recreation Center	5720 Second Avenue	90043	8	(323) 286-1559	12:00 pm - 12:45 pm
98	Van Nuys Park	14301 Vanowen Street	91605	6	(818) 756-8131	11:30 am - 12:15 pm
99	Victory-Vineland Recreation Center	11117 Victory Boulevard	91606	2	(818) 985-9516	11:30 am - 12:00 pm
100	Vineyard Recreation Center	2942 Vineyard Avenue	90016	10	(323) 732-2469	12:00 pm - 12:30 pm
101	Wabash Recreation Center	2765 Wabash Avenue	90033	14	(323) 262-6534	11:30 am - 12:15 pm
102	Wilmington Recreation Center	325 Neptune Avenue	90744	15	(310) 548-7645	12:00 pm - 12:30 pm
103	Winnetka Recreation Center	8401 Winnetka Avenue	91306	3	(818) 756-7876	11:30 am - 12:15 pm
104	Yosemite Recreation Center	1840 Yosemite Drive	90041	14	(323) 257-1644	11:30 am - 12:15 pm
105	Yucca Park Community Center	6671 Yucca Street	90026	13	(323) 857-6339	11:30 am - 12:00 pm

SITES AND SERVING TIMES ARE SUBJECT TO CHANGE - REVISED 1-18-17

**BOARD REPORT**

**NO.** 17-111

**DATE** May 17, 2017

**C.D.** Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** LA84 SUMMER SPLASH 2017 PROGRAM – AUTHORIZATION TO SUBMIT A GRANT RENEWAL APPLICATION FOR AQUATICS PROGRAMMING – ACCEPTANCE OF AWARDED GRANT FUNDS

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

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



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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the Department of Recreation and Parks (RAP) application for the annual LA84 Foundation Summer Splash Program Grant, in support of RAP Aquatics summer programming, and acceptance of the grant award in the amount of Seventy-Five Thousand Dollars (\$75,000.00), subject to Mayor and City Council consideration
2. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the 2017 LA84 Summer Splash Program Grant, if awarded, in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for aquatics programming;
3. Authorize RAP's Chief Accounting Employee to combine Nine Thousand, Eight Hundred Nine Dollars, and Ninety-Seven Cents (\$9,809.97) of remaining funds from the 2016 Summer Swim Program Grant with the Seventy-Five Thousand Dollars (\$75,000.00) grant fund for the 2017 Summer Splash Program Grant;
4. Direct RAP staff to transmit a copy of the grant renewal application documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and the City Clerk for Committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
5. Designate RAP's General Manager, Chief Financial Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the implementation and completion of the project(s); and

## BOARD REPORT

PG. 2

NO. 17-111

6. Authorize RAP's Chief Accounting Employee to make any technical changes, as may be necessary to effectuate the intent of these funds.

### SUMMARY

The continued partnership between the LA84 Foundation (LA84) and RAP has provided aquatic programs to economically disadvantaged youth throughout the City of Los Angeles for over twenty (20) years. For the summer of 2016, LA84 awarded RAP Eighty-Five Thousand Dollars (\$85,000.00) under their Summer Swim Grant to promote water safety and aquatic recreation. As in past years, this LA84 grant will fund subsidized swimming lessons and sponsorships for aquatic sports.

The 2017 LA84 Summer Splash Program will be offered at approximately forty-nine (49) RAP pool sites located within disadvantaged areas of the City to supplement funding for RAP Aquatics programs and related activities. Such programs and activities consist of RAP's Learn-to-Swim Program, Swim Team, Water Polo, Synchronized Swimming, and Diving. Swim team participants will qualify to compete in the culminating tournaments for the corresponding program sports. These aquatic programs teach youth swimming fundamentals, water safety, emergency response, teamwork, and goal setting. Approximately Two Thousand (2,000) youth are projected to be served through these programs.

In anticipation of the 2017 summer season, LA84 invited RAP to submit an application for their 2017 Summer Splash Program Grant. Please note that LA84 has changed the name of the grant from Summer Swim to Summer Splash.

### FISCAL IMPACT STATEMENT

Acceptance of this grant does not require RAP to provide matching funds, and therefore would not impact the RAP General Fund. The grant provides essential funding that augments aquatic team programs for youth.

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants and Edneisha Lee, Management Assistant, Partnership Division.

**BOARD REPORT**

NO. 17-112

DATE May 17, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SUNLAND PARK SENIOR CITIZEN CENTER –AUTHORIZATION TO SUBMIT A NATIONAL RECREATION AND PARK ASSOCIATION WALK WITH EASE AND ACTIVE LIVING EVERY DAY GRANT APPLICATION FOR SENIORS PROGRAMMING; ACCEPTANCE OF AWARDED GRANT FUNDS

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to submit a grant application to the National Recreation and Park Association (NRPA) for the amount of Four Thousand Dollars (\$4,000.00), to implement Walk With Ease and Active Living Every Day senior programs at Sunland Park Senior Center, subject to Mayor and City Council consideration;
2. Authorize RAP's General Manager or Designee to accept and receive the Walk With Ease and Active Living Everyday program grants, in the amount of Four Thousand Dollars (\$4,000.00), from NRPA for senior programming at the Sunland Park Senior Center, subject to the approval of the Mayor and City Council;
3. Designate RAP's General Manager, Chief Financial Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the implementation and completion of the programs;
4. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within the "Recreation and Park Grant" Fund 205 to accept the NRPA Walk With Ease Program grant, in the amount of Four Thousand Dollars (\$4,000.00) for senior programming at the Sunland Park Senior Citizen Center; and,
5. Authorize RAP's Chief Accounting Employee to make any technical changes, as may be necessary to effectuate the intent of these funds.

## BOARD REPORT

PG. 2

NO. 17-112

### SUMMARY

NRPA, with the support of the Centers for Disease Control and Prevention (CDC), and the California Arthritis Partnership Program (CAPP), provides grants to local park and recreation agencies to deliver the Walk with Ease (WWE) and Active Living Every Day (ALED) programs geared toward older adults affected by arthritis and other rheumatic conditions to increase access to, and the use of, evidence based physical activity. Sunland Park Senior Citizen Center was made aware of this grant opportunity through the NRPA and applied on or about on January 9, 2017; then received the grant award notification on or about March 15, 2017, which included required documentation to accept the grant award. The goal of this grant is to implement four WWE six-week sessions and/or engage a minimum of one hundred (100) participants and two to three ALED twelve-week sessions and/or engage a minimum of sixty (60) participants.

WWE is a six week program with three one-hour sessions each week. Each session starts with a discussion covering specific topics related to exercise and arthritis; followed by a ten (10) to forty (40) minute walk that includes a warm-up and cool-down period.

ALED is a twelve week program with one weekly one-hour session. This is a discussion class to learn skills such as identifying and overcoming barriers, setting goals, and creating an action plan needed to become more active. A variety of exercises are discussed in the class and participants are encouraged to become physically active within their abilities, outside of class.

NRPA is providing comprehensive web-based training for RAP instructors, which includes a number of components that will be extremely helpful in interacting with seniors in a senior center above and beyond these classes. The training includes a full instructor guide with lesson plans for each individual class. The cash amounting to Four Thousand Dollars (\$4,000) will cover costs related to developing, printing, and dissemination of promotional materials, program supplies, and other program-related materials.

### FISCAL IMPACT STATEMENT:

Acceptance of this grant does not require RAP to provide matching funds, and therefore would not impact the RAP General Fund. The grant will provide the funding to add additional senior programming at the Sunland Park Senior Citizen Center in 2017.

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants.

**BOARD REPORT**

NO. 17-113

DATE: May 17, 2017

C.D. 13

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: BELLEVUE RECREATION CENTER – AWARD OF CONTRACT TO HILLTOP NURSERY SCHOOL, INC., FOR THE MANAGEMENT AND OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES (ISSUANCE OF LICENSE TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE EXPANSION OF USE)

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



\_\_\_\_\_

General Manager

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

RECOMMENDATIONS

1. Award and approve a proposed seven-year contract (Contract) with one five-year renewal option exercisable at the sole discretion of the Department of Recreation and Parks (RAP), herein included as Attachment 1, with Hilltop Nursery School, Inc. (HNS), for the management and operation of a child development and childcare center located within the grounds of Bellevue Recreation Center, subject to approval of the Mayor and City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Contract, concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
3. Authorize Department of Recreation and Parks (RAP) staff to issue a Right-of-Entry permit to document and authorize HNS' management and operation of the child development and child care center while the proposed Contract (effective October 1, 2017) is being processed for final approval and execution;
4. Find that the proposed Contract is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);

## BOARD REPORT

PG. 2 NO. 17-113

5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
6. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

### SUMMARY

The childcare facility within the grounds of Bellevue Recreation Center has existed since 1982, and has been operated by Hilltop Nursery School, Inc. (HNS) without interruption since then, through various leases and permits, which are now expired. On July 13, 2016, the Board approved the release of a Request for Proposals (RFP) to identify a responsive and responsible business entity with the expertise and professional experience necessary to manage and operate a recreational child development and childcare center (Center) located at 3625 Marathon Street, Los Angeles, CA 90026, within Bellevue Recreation Center (Park) at 826 N. Lucile Avenue, Los Angeles, CA 90026 (Report No. 16-148). A Site Map delineating the location of the Center within the Park is herein included as Attachment 2.

On July 20, 2016, in accordance with standard practice, the RFP was released on the Los Angeles Business Assistance Virtual Network (LABAVN) and RAP's website, and was also advertised in the Daily Journal, a local periodical. Additionally, in an attempt to maximize the announcement's outreach to as many potential bidder-organizations as possible, staff researched local childcare provider organizations located within a five-mile radius of the Center, and prepared a list with the same combined with a list of childcare-related organizations currently operating at other City-park sites, and sent twenty-one (21) email notifications to those organizations not already registered on LABAVN, alerting them to the RFP.

The RFP on LABAVN, generated one hundred seven (107) page views, thirty (30) distinct views, and twenty-one (21) bookmarks, indicating that various organizations viewed and considered the RFP. On August 3, 2016, a pre-proposal conference was held at the RAP Central Service Yard, Golf Division conference room, followed by a facility site-walk held at the Center. The pre-proposal conference was attended by four preschool and childcare related business entities.

The deadline for submitting RFP proposal responses was September 13, 2016, by no later than 1:00 p.m. at the RAP Board Office. The Board Office received only one timely proposal, which was submitted by HNS. Board Office and Partnership Division Staff reviewed the proposal materials and found the proposal to be complete.

As stipulated in the RFP, the evaluation of submitted proposals is to occur through two (2) levels of evaluation:

- Level I: A review of the proposals to verify that compliance with RFP submittal

## BOARD REPORT

PG. 3 NO. 17-113

- requirements and the sufficiency of submittal documents has been met;
- Level II: A comprehensive evaluation of proposal documents and their content by a panel comprised of City employees to score and rank proposals.

As stipulated in the RFP, proposals were required to satisfy all requirements under Level I in order to proceed to Level II. In accordance with the RFP guidelines, proposals would be found to be either Responsive (pass) or Non-Responsive (fail). The Level I review of the HNS proposal resulted in a determination that HNS met all minimum requirements pertaining to operations experience, management experience, industry track record, and satisfactory performance of contracts; and that HNS had successfully submitted a proposal satisfying all RFP requirements, including submission of all required supporting documents. Additionally, the HNS proposal was found to be responsive in all ten compliance documents, and responsive in all six submittal documents.

As only one proposal was received, a panel to rank proposals was not required. However, a panel comprised of City employees from the Partnership Division, including a Senior Management Analyst II, Management Analyst II, and Management Assistant, with numerous combined years of experience in evaluating nonprofit organizations operating on park property and preparing related agreements for the provision of various programs and services, including licensed childcare facilities, reviewed the one proposal in detail and determined it was reasonable and practical to accept the proposal as submitted.

The proposal submitted by HNS was thoroughly reviewed and it was determined that the organization has the financial capability of performing the requested services, has the background and experience necessary to undertake this type of activity, and that the organization proposed a viable plan to provide quality childcare services at the Center for the benefit of the local community and general public.

### Hilltop Nursery School:

**Executive Summary:** The proposal from HNS presented a clear comprehension of the requirements of the RFP, and demonstrated their understanding and capability to successfully fulfill the operational requirements associated with the Center, in accordance with the contractual responsibilities stipulated in the RFP.

**Background and Experience:** HNS met the minimum background and experience requirements stipulated in the RFP. HNS has provided childcare services for sixty-five (65) years, from 1951 to the present. HNS is the current operator of the Center.

HNS has a new Program Director, Ms. Pearl Thienkosol, who was appointed to her position in 2016, and is set to provide a refreshing approach through her education and industry experience with the

## BOARD REPORT

PG. 4 NO. 17-113

support of the Director of Operations, Mr. Matthew Kennedy who has been with HNS since 2004. The HNS instructional team includes Lead Teachers, Ms. Camille Montiel, Ms. Candy Ramirez, and Mr. Rodolfo Sanchez.

Copies of the State of California License issued to HNS for the operation of a day-care center were provided.

**Operating Budget:** The Operating Budget included in the HNS proposal demonstrates the organization's financial means and resources necessary to finance, operate and sustain the continued operation of the Center. The operation of the Center is funded primarily through tuition payments. Copies of bank and audited financial statements demonstrating the financial resources to sustain Center operations were included as required by the RFP, as well as a copy of their Experian Credit Ranking Report which reflected a Credit Ranking Score of 88, which qualifies HNS as being low risk with positive monthly and quarterly payment trends.

**Client Fee Schedule:** The Client Fee Schedule was compared by RAP staff to similar childcare facilities within close proximity to HNS and it appears that the schedule is in line with the industry's cost for such services.

**Childcare Center Plan:** HNS presented a childcare operations plan that will maintain operations at the existing level, ensuring appropriate staff levels throughout the day every day of Center operations for each classroom, while maintaining required teacher-student ratios. The proposed plan includes staff consisting of a Program Director, Operations Director, and Lead Teacher(s), who will collectively ensure that staff receive the necessary levels of staff training and facility operations to maintain the appropriate level of high-quality services provided; and maintain compliance with licensing requirements. The HNS philosophy provides an environment that is safe, caring, nurturing, and consistent with RAP guidelines for recreational child development and childcare. The HNS "Play-based Approach" promotes unstructured free play and playful learning that encourages development of socialization and self-awareness skills in addition to fine motor, gross motor, and cognitive skills. HNS has a Board of Directors comprised of current enrollee-parents who will continue to set policies and hold staff accountable regarding HNS' performance and long-term priorities. Also, HNS has created a separate Advisory Board to develop stronger relationships with the external HNS community, including the City.

## BOARD REPORT

PG. 5 NO. 17-113

### Proposed Contract General Provisions:

In addition to standard contract provisions, including the Standard Provisions for City Contracts (Rev. 03/09), the proposed Contract shall contain the following:

1. Parties: The Contract for the operation of a child development center and childcare center at Bellevue Recreation Center shall be between HNS (Contractor) and the City of Los Angeles, acting by and through the Board of Recreation and Park Commissioners (Board).
2. Term: Seven years, from October 1, 2017 to September 30, 2024, with one five-year option to extend, exercisable at the discretion of RAP. The Contract Commencement Date was chosen to coincide with the end of the current school year.
3. Contractor Responsibilities:
  - a. General Operation: Contractor shall manage and operate the Center as a high-quality recreational child development and childcare program, providing such services for a licensed capacity of forty-four (44) children, ages two to six years old. Notwithstanding certain requirements included in the RFP and proposed agreement not listed below, Contractor shall also be required to:
    - (i) Be responsible for maintaining and accounting for the Center's revenue and expenses, including but not limited to the collection of fees and payment of liabilities. All established and/or proposed fees shall be subject to prior written approval by the Board;
    - (ii) Fully accept any and all risk of operating losses associated with the operation of the Center;
    - (iii) Not use the Center for any purpose other than recreational child development and childcare related activities;
    - (iv) Establish a philosophy and curriculum that promotes best-practices in the field of early care for toddler and preschool age children, consistent with RAP's philosophy and objectives described in the RFP, as well as the proposed Contract, ensuring that the program implements effective procedures to ensure the health, safety, and security for all individuals involved in the Center's program;
    - (v) Obtain and/or maintain in good standing a State of California childcare license, and be responsible to obtain, pay for, and maintain in good standing, all other applicable permits, licenses, taxes, and/or certifications that may be required for, or associated with, the operation and

## BOARD REPORT

PG. 6 NO. 17-113

maintenance of the Center, such as, but not limited to, fire clearances, possessory interest tax, business registrations, etc.; and,

(vi) Provide RAP with annual and quarterly financial and status reports, as described in the RFP and proposed Contract.

4. Hours / Days of Operation: Notwithstanding any approved prearrangements with RAP, Contractor shall operate the Center from 6:30 a.m. to 6:00 p.m., Monday through Friday, excluding the following City of Los Angeles recognized employee holidays: New Year's Day; Martin Luther King Jr. Birthday; George Washington's Birthday; Cesar E. Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day;
5. Utilities: HNS will assume the cost of water, gas, electricity, phone and data lines;
6. Facility Repair, Custodial, and Trash Disposal: Contractor will assume responsibility for facility repair and interior custodial services, including reimbursement of costs associated with RAP's provision of trash disposal services through payment of Cost Recovery Reimbursement Fees to RAP;
7. Exterior Common Area Grounds Maintenance: RAP shall be reimbursed for pro-rated costs related to RAP's maintenance of the exterior common-grounds, including the parking lot and children's play area at the Park, by way of HNS paying Cost Recovery Reimbursement Fees to RAP;
8. RAP shall be responsible for the administration and monitoring of the proposed Contact;
9. Parking: Parking is open to the public and to be shared with the general public on a first-come, first-served basis.

### ENVIRONMENTAL STATEMENT

The execution of the proposed Contract is for the management, maintenance, and programming of an existing childcare facility involving negligible or no expansion of use, and therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

There is no adverse impact to the RAP General Fund associated with the proposed Contract, as HNS will manage, maintain, and operate the Center at their own risk and expense, with RAP providing only exterior landscaping services to Park common areas also used by the general public, and contract administration, for which RAP is already budgeted.

BOARD REPORT

PG. 7 NO. 17-113

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Edneisha Lee, Management Assistant, Partnership Division

LIST OF ATTACHMENT(S)

- 1) Proposed Contract - Hilltop Nursery School, Inc.
- 2) Bellevue Recreation Center Site Map

**CONTRACT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
HILLTOP NURSERY SCHOOL, INC.  
FOR THE MANAGEMENT AND OPERATION OF A  
RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER  
AT BELLEVUE RECREATION CENTER**

This management and operations contract ("CONTRACT") is entered into as of this day \_\_\_\_\_, 201\_\_\_\_, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Hilltop Nursery School, Inc., a California 501(c) (3) nonprofit corporation for the management and operation of a recreational child development and childcare center at Bellevue Recreation Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" and collectively as "PARTIES".

**WHEREAS**, CITY owns and operates real property commonly known as Bellevue Recreation Center ("PARK"), located at 826 N. Lucile Avenue, Los Angeles, California 90026; and,

**WHEREAS**, CITY has allocated a portion of the PARK to be operated as a recreational child development and childcare center ("CENTER") located at 3625 Marathon Street, Los Angeles, California 90026, which has existed as such since January 1982, for the purpose of providing child care services for the benefit of the public through a private contractor; and,

**WHEREAS**, on July 13, 2016, the BOARD approved the release of a Request for Proposals (RFP) to identify a responsive and responsible operator to provide a recreational child development and childcare program at the CENTER (Report No. 16-148); and,

**WHEREAS**, on September 13, 2016, Hilltop Nursery School, Inc. ("CONTRACTOR") submitted a responsive proposal to manage and operate the CENTER as described in the RFP; and,

**WHEREAS**, on \_\_\_\_\_, 201\_\_\_\_, the BOARD approved the award of this CONTRACT to CONTRACTOR for the management and operation of the CENTER (Report No. 17-0\_\_\_\_); and,

**WHEREAS**, CONTRACTOR agrees to fulfill the obligations and commitments stipulated herein, in accordance with the terms and conditions of this CONTRACT for the benefit of CENTER patrons.

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

**SECTION 1 – DEFINITIONS**

- CENTER:** The recreational child development and childcare center located at 3625 Marathon Street, Los Angeles, California 90026, on a portion of Bellevue Recreation Center.
- PARK:** Bellevue Recreation Center, located at 826 N. Lucile Avenue, Los Angeles, California 90026.
- CITY:** The City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners.
- CONTRACTOR:** Hilltop Nursery School
- BOARD:** The Board of Recreation and Park Commissioners of the City of Los Angeles.
- RAP:** The Department of Recreation and Parks of the City of Los Angeles.
- GM:** General Manager of the Department of Recreation and Parks

**SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES**

2.1 The Parties to this CONTRACT are:

CITY: City of Los Angeles, Department of Recreation and Parks  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

CONTRACTOR: Hilltop Nursery School, Inc.  
a California 501(c)(3) nonprofit corporation  
3625 Marathon Street  
Los Angeles, CA 90026

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY: Joel Alvarez, Senior Management Analyst II  
Partnership Division  
221 N. Figueroa Street, Suite ???  
Los Angeles, CA 90012

Tel. (213) 202-5671  
Fax (213) 202-2614  
E-mail Joel.Alvarez@lacity.org

**Note:** For purposes of this CONTRACT, the CITY representative above, or his successor, shall be referred to herein as "RAP Liaison".

**CONTRACTOR:** Hilltop Nursery School, Inc.  
Anthony Crump, President, Board of Directors  
3625 Marathon Street  
Los Angeles, CA 90026

Tel. (323) 663-3025  
Fax (323) 666-2096  
E-mail [info@hilltopla.org](mailto:info@hilltopla.org)

- 2.3 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), facsimile, or hard copy, and shall be deemed communicated as of the date of receipt.
- 2.4 If the name of the person(s) designated to receive the notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten (10) working days of such change.

### **SECTION 3 - TERM OF CONTRACT**

The term of this CONTRACT ("TERM") shall be effective and become operational under this CONTRACT on October 1, 2017. This CONTRACT shall expire following the completion of the initial seven (7) year TERM on September 30, 2024.

The TERM may be extended for an additional five (5) years at the discretion of RAP.

Neither CITY, nor any board member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of this CONTRACT.

### **SECTION 4 - CENTER AND SITE DESCRIPTION**

#### **4.1 CENTER:**

CENTER is located at 3625 Marathon Street, Los Angeles, California 90026, within the PARK commonly known as Bellevue Recreation Center. The CENTER has the capacity to be licensed by the State of California for up to forty-

four (44) children (toddlers and/or preschool-age children). The facility is presently licensed for forty-four (44) children, ages two (2) to six (6) years old. A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as Exhibit A.

The CENTER is presently furnished and equipped to serve toddlers and preschool-age children. The existing equipment, hardware, furnishings, materials and supplies purchased and owned by the CITY will remain with the CENTER for use by the CONTRACTOR.

Any equipment, hardware, furnishings, materials and/or supplies purchased by CONTRACTOR with CITY funds shall be owned by the CITY and will remain with the CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and/or supplies purchased by CONTRACTOR with its own funding (not provided by CITY) shall be owned by CONTRACTOR and shall not become a fixture of the CENTER, unless it is a physical improvement permanently attached to the building structure(s) or land.

#### 4.2 SITE DESCRIPTION:

The CENTER consists of approximately 7,200 square feet of fence-enclosed grounds, with two (2) connecting octagonal shaped modular classroom structures and an outdoor play area with play equipment and a storage shed, which for purposes of this CONTRACT constitutes the entire CENTER.

The CENTER specifically includes:

##### a) Interior

1. Two (2) connecting octagonal shaped modular classroom structures (Toddler and Preschool mixed use);
2. Two (2) children's restrooms;
3. One (1) non-commercial food preparation kitchen;
4. An office/reception area for staff use with separate storage area;
5. One (1) teacher's work space/storage area; and,
6. One (1) adult restroom.

##### b) Exterior / Playground

1. One (1) multi-surface playground with sand;
2. A playground with a small slide for toddlers and preschool-age children;
3. A terraced path and play area; and,
4. A front yard area with small garden.

**Note:** Designated CONTRACTOR parking at the CENTER is not provided exclusively for CENTER staff or patrons and can be subject to

parking enforcement. Available parking at the PARK is open to the public and will be on a first-come, first-served basis. There are no reserved or designated parking spaces unless prearranged in writing with PARK Staff.

## **SECTION 5 - CITY'S PHILOSOPHY ON CHILD DEVELOPMENT AND CHILD CARE**

CITY's philosophy is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment, while providing recreational programs focused on "play" activities. The children should be treated with respect and appreciation of their interests to allow them to grow and develop according to their own schedule and needs.

The overall experience they receive at the CENTER should enrich their lives socially, cognitively, physically and emotionally, and should enhance their individual capabilities by appreciating and reflecting their diverse qualities in the learning environment through recreational activities.

## **SECTION 6 - CONTRACTOR'S RESPONSIBILITIES**

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

### **6.1 General Operation**

CONTRACTOR shall manage and operate a recreational child development and childcare program at the CENTER (collectively, "PROGRAM") for the primary benefit of the local community, which provides high quality recreational child development programs and childcare services, for a licensed capacity of forty (40) children, ages 2 to 6 years old.

### **6.2 Hours and Days of Operation**

The hours and days of operation for the CENTER shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding the following CITY observed holidays: Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, and New Year's Day.

It is understood that the CONTRACTOR will inform the CITY by means of a written request of any dates during the year that will require that the CENTER be closed or be open on one of the above CITY observed holidays.

### **6.3 Operating Responsibilities**

CONTRACTOR shall manage and operate the CENTER in a manner consistent with the CITY's philosophy on recreational child development and childcare as

set forth above, so as to maintain a high quality child development and childcare center. In addition to the PROGRAM set forth in this CONTRACT, CONTRACTOR shall be responsible for maintaining the CENTER's operating income through the collection of CENTER fees, pre-approved by the BOARD in writing, and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose other than recreational child development programs, childcare services, and related activities.

Contractor Shall:

- a) Establish a Center philosophy and PROGRAM that promotes the best practices in the field of recreational child development and childcare, consistent with the CITY's Philosophy set forth in Section 5 of this CONTRACT.
- b) Establish and maintain a PROGRAM with effective procedures to ensure the health, safety, and security for all persons while they are involved in PROGRAM related activities at the CENTER.
- c) Develop and maintain a quality PROGRAM with culturally and developmentally appropriate goals and activities.
- d) Implement a PROGRAM that is well-researched, developmentally-appropriate, and responsive to the diverse needs of the children and their families.
- e) Have primary responsibility to ensure that the CENTER is a safe and healthy environment and meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the Center that are CITY's responsibility to address, as set forth in Section 7 of this CONTRACT.
- f) Obtain and maintain a State of California Child Care License for the CENTER, and on an ongoing basis, must meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, as regulated by the Community Care Licensing Division of the State of California Department of Social Services. CONTRACTOR will ensure a copy of the current updated License is provided to the RAP Liaison, and upon request, to the BOARD. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements as set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- g) Be responsible to obtain and pay all required business licenses and permits, as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance

hereunder, and pay any and all fees required for such licenses, permits, and/or clearances.

#### 6.4 Maintenance and Repair of CENTER

During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall perform the following functions and/or repair of the CENTER, as further described herein.

- a. CONTRACTOR accepts the CENTER in its condition at execution of this CONTRACT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility feature, or portion of the CENTER, nor any appliance, amenity or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b. CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. Daily maintenance to be performed by CONTRACTOR:
  - i. Keep the CENTER clean and safe at all times;
  - ii. Assist RAP in maintaining the shared-use areas of the PARK, including pedestrian paths, common walkways, parking lot, and other shared areas utilized by CONTRACTOR during PROGRAM operations, in a clean condition free of any debris and/or trash associated with PROGRAM operations or activities;
  - iii. Pick up and dispose of trash and debris within the CENTER and/or shared-use areas of the PARK caused by a CONTRACTOR contracted vendor, service provider, volunteer, visitor, or other person associated with the CENTER or PROGRAM;
  - iv. Prevent any such matter or material from accumulating upon or within the CENTER such that it is clearly visible to public view.
- d. Pursuant to CONTRACTOR's notification to RAP and RAP's subsequent instructions to CONTRACTOR if applicable, CONTRACTOR shall repair within such time reasonably acceptable to RAP, any damages to the CENTER which occur during CONTRACTOR operations, or by vandalism, or that is caused by CENTER's restoration, refurbishment, or maintenance; CONTRACTOR

recognizes that any damage which remains unrepaired may constitute a hazard to public safety.

- e. CONTRACTOR shall be responsible for required repairs resulting from damages caused to the PARK shared-use area(s) during CONTRACTOR use of such areas. Considering that CONTRACTOR's use of the shared-use area(s) is not exclusive to CONTRACTOR, CONTRACTOR shall not be responsible for required shared-use area repairs caused by normal wear and tear or which are caused by the general public's use.
- f. Any glass, both exterior and interior of the CENTER, which is damaged during the TERM of this CONTRACT, shall be promptly repaired or replaced at the sole cost and expense of CONTRACTOR, with glass of the same size, kind, and quality.
- g. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable, or material hazard detrimental to public health shall be permitted, or allowed to remain, on the CENTER grounds or within the PARK.
- h. CONTRACTOR shall be responsible for securing its personal property located or stored with the CENTER, providing appropriate security as necessary to ensure the safety and protection of CONTRACTOR's property.
- i. CONTRACTOR shall maintain in appropriate and good working condition, all interior walls and surfaces of the CENTER and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems, which may now or hereafter exist thereon whether installed by CITY or CONTRACTOR. Prior to making any major repairs to the CENTER, CONTRACTOR shall obtain written approval from RAP, which approval shall not be unreasonably withheld.
- j. To the extent that needed repairs to the CENTER are not performed by CONTRACTOR in a timely manner, CONTRACTOR waives any and all claims against CITY for damages as a result of CONTRACTOR's failure to make such repairs.

#### 6.5 Consideration

Pursuant to the terms and conditions of this CONTRACT, the consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER, shall be the provision of management and operation of a recreational child development and licensed childcare center, for the primary benefit of the local community and general public, at no cost to CITY, including but not limited to CONTRACTOR's maintenance and/or repair of the CENTER in accordance with Section 6.4 above.

- a) **Cost Recovery Reimbursement Fee.** During the TERM of CONTRACT, CONTRACTOR shall pay an annual Cost Recovery Reimbursement Fee (CRRF) to RAP, for costs incurred by RAP related to this CONTRACT and CONTRACTOR's use of the CENTER. The annual CRRF is \$2,436.00, to be paid between July 1st and 15th of each current year of the TERM. PARTIES may discuss and agree that the annual CRRF may be paid in incrementally; (i) semi-annually in the amount of \$1,218.00; (ii) quarterly in the amount of \$609.00; or, (iii) monthly in the amount of \$203.00. Should payment be made incrementally, payments shall be due by the tenth (10<sup>th</sup>) day of each period (by July 10<sup>th</sup> and January 10<sup>th</sup> for semi-annual payments; by the 10<sup>th</sup> of July, October, January, and April, for quarterly payments; and by the 10<sup>th</sup> of each current month for monthly payments). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b) **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the CENTER (electricity, gas, water) shall be the sole responsibility of CONTRACTOR. Such utility expenses shall be paid directly by CONTRACTOR to utility service provider(s).
- c) **Trash and Solid Waste Disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste, trash and recyclables must be at the sole expense of the CONTRACTOR, with services of non-CITY provider billed directly to the CONTRACTOR where feasible, or recovered by RAP through fees if not. The annual CRRF for solid waste disposal (trash fee) is \$732.00; or \$366.00 semi-annually; \$183.00 quarterly; or, \$61.00 monthly. Such fees are included in the CRRF amount in paragraph 6.5.a. above.
- d) **Staff Impact.** Pursuant to the RAP policy regarding staff cost impacts incurred by RAP related to non-profit organizations operating on park property, approved by the BOARD on July 19, 2012 (Report No. 12-217), the annual Staff Impact Fee for common area maintenance and administrative staff costs is \$1,704.00; or \$852.00 semi-annually; \$426.00 quarterly; or, \$142.00 monthly. Such payments are included in the CRRF listed in paragraph 6.5.a. above.
- e) **Telephone and data lines.** CONTRACTOR shall be responsible for the cost of telephone and data lines utilized at CENTER and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines at CENTER that CONTRACTOR uses.

f) Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of cost recovery fees regardless of written notification which is not required.

g) Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, mail stop 628-9  
Los Angeles, California 90012

## 6.6 Policies and Procedures

CONTRACTOR shall:

- a) Develop and maintain a policies and procedures manual (Operations Manual), as further described below in Section 6.10 herein, for the operation of the CENTER, including but not limited to, protocols for communication with the RAP Liaison, and oversight for the implementation of said policies and procedures. CONTRACTOR shall update said manual as necessary and submit a copy annually for review by RAP as part of the Annual Review process and/or upon request by RAP.
- b) Establish and maintain a system to develop strong, working relationships among CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- c) Establish and maintain PROGRAM quality assessments and participate in PROGRAM evaluations by RAP, beginning six (6) months after start-up of CENTER operations and not less than annually thereafter, to ensure the quality of, and adherence to, the CENTER program.
- d) Develop, implement, and maintain admission procedures in conformance with Title 22, Division 12 of the CCR.
- e) Provide a procedure for receiving and releasing the children to parents and those authorized by the parents, to ensure the safety and security of the children.
- f) Assess and collect fees from consumer-parents, in accordance with the terms and conditions of this CONTRACT.
- g) Require that all staff become certified in first aid and Cardiopulmonary Resuscitation (CPR); that both the Site Supervisor and Head Teacher

complete fifteen (15) hours of Health and Safety training; and, continually renew such certification(s) and training as required by State regulations.

- h) Develop procedures for identifying, repairing/replacing, and reporting to the RAP Liaison, any and all repair, servicing and replacement of items as necessary to maintain PROGRAM operations as described herein.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Licensing Agency.
- j) Assume the cost of any applicable Possessory Interest tax as determined by the County of Los Angeles Tax Assessor.

#### 6.7 Emergency Policies and Procedures

In coordination with the RAP Liaison, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER, the appropriate level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight (48) hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple secondary emergency contacts for immediate family members or extended family members of each child, and all available medical and emergency contact information.

#### 6.8 Staffing

CONTRACTOR shall:

- a) Fully staff and maintain the CENTER at a level in compliance with State of California licensing requirements for mixed age classrooms for children ages 2 to 5 years. State required staff to child ratios must be maintained at all times, except during designated naptime(s) and must be in accordance with Title 22, Division 12 of the CCR.
- b) Provide provisions for overlap of staff at the CENTER between separate shifts in order to ensure continuity of care.

- c) Maintain an appropriate number of staff "floaters" for use as needed at the CENTER to address potential gaps in staff coverage.

#### 6.9 Hiring, Training and Professional Development

CONTRACTOR shall:

- a) Establish and maintain a system for the selection, supervision and training of qualified staff, including compliance with applicable Affirmative Action and Equal Employment Opportunity regulations, and American with Disabilities Act (ADA) and related guidelines and regulations, as applicable.
- b) Implement a structured, systematic training and professional development program that is linked to clear goals and outcomes for staff employed and enrolled children at the CENTER.

#### 6.10 Operations Manual

In accordance with the provisions of this CONTRACT, CONTRACTOR shall maintain and oversee adherence to a current and updated Operations Manual specific to the CENTER and this CONTRACT, addressing staffing and employment policies, benefits, practices, and protocols, and childcare licensing compliance updates and requirements.

#### 6.11 Removal of Key Personnel

CONTRACTOR shall provide the RAP Liaison with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) President, Board of Directors;
- b) Program Director;
- c) Administration and Operations Manager.

CONTRACTOR shall provide the RAP Liaison with a notice of intent prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent should include a detailed explanation of how the CONTRACTOR will continue to perform its responsibilities and meet its obligations under the CONTRACT upon completion of the staffing change.

CONTRACTOR may provide the notice of intent to the RAP Liaison through electronic mail (e-mail), facsimile, or hard copy, provided to the RAP contact listed in Section 2.2 of this CONTRACT.

Reassignment or removal of Key Personnel without the prior notice of intent provided to the RAP Liaison can be considered a material breach of this CONTRACT and possible grounds for termination of this CONTRACT.

#### 6.12 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees shall be set forth as listed in EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR may submit a written request to the RAP Liaison for authorization to increase the tuition rate and schedule of fees on an annual basis. The written request must include justification and pertinent documents substantiating the requested increase. Any increase may not take effect until approved in writing by the BOARD.
- c) The tuition rate and schedule of fees may not be increased by more than a maximum of 3.5% per year, subject to written approval by the BOARD.

#### 6.13 Operating Budget

CONTRACTOR shall initially manage and operate the CENTER in accordance with the initial annual operating budget attached hereto and incorporated herein by reference as EXHIBIT C, which consequently was approved by the CITY through its selection of the CONTRACTOR for award of this CONTRACT. CONTRACTOR shall provide revised annual operating budgets in accordance with Section 6.19 of this CONTRACT.

#### 6.14 Enrollment Process and Wait List Policy

In accordance with the priorities set forth below, CONTRACTOR shall administer the enrollment process, including but not limited to, the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and waiting list policy as follows:

- a) Current enrollees and their siblings at the time of execution of this CONTRACT shall have first right of refusal for continued enrollment per the price and terms set forth by this CONTRACT.
- b) Applications for enrollment shall be considered on a first-come, first-served basis.
- c) Residents within a five (5) mile radius shall be given the highest priority, and every effort by CONTRACTOR shall be made to ensure that the enrollment

spaces at the CENTER are utilized by the children within a five (5) mile radius before anyone else.

- d) Scholarships opportunities shall be offered to eligible low-income families, with priority given to prospective low-income applicants and/or enrollees who reside within a five (5) mile radius of the CENTER.
- e) Priority consideration by CONTRACTOR may be given to siblings of children enrolled subsequent to the execution of this CONTRACT.
- f) CONTRACTOR shall ensure that each applicant is placed on the appropriate wait-list within their respective categories (full-time or part-time) in the order of their application date.

#### 6.15 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER with the objective of achieving full enrollment. The plan may include participating in publicity, media, and recruitment activities to promote the CENTER. CONTRACTOR must obtain approval from RAP through the RAP Liaison prior to participating in such media events and promotional activities when related to, or occurring at, the CENTER.
- b) CONTRACTOR shall promote quality programming through such activities as seeking new, creative means to improve or enhance services, funding development, improve training and community relations, and/or other related efforts.

#### 6.16 Parent Engagement and Participation

As part of the Operations Manuel, CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation in CENTER activities, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Support and participation in a Parent Board or Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written direction and establish parameters for involving parents in policy and decision-making processes.

#### 6.17 Subcontracting of Services

- a) The subcontracting of recreational child development programming and/or childcare services provided at the CENTER shall be strictly prohibited. All such programs and services shall be provided by CONTRACTOR staff, unless approval for such is provided by RAP in advance.
- b) CONTRACTOR may provide hot lunches and enrichment programs through vendors (e.g., music, art, dance, etc.), subject to required licensing, certifications, insurance, and/or approvals for such services.
- c) CONTRACTOR may provide supplemental services that CONTRACTOR deems appropriate and beneficial for the children (e.g., nutritionist, nurse, educational therapist).

#### 6.18 Nutrition

CONTRACTOR agrees to abide by the following regarding nutrition, snacks, and meals provided at the CENTER:

- a) CONTRACTOR agrees to comply with the City's Good Food Purchasing Guidelines for Food Service Institutions, attached hereto and incorporated herein by reference as Exhibit D.
- b) CONTRACTOR may provide a hot lunch program and/or food program, should CONTRACTOR determine such program to be necessary and feasible in accordance with Good Food Purchasing Guidelines.
- c) CONTRACTOR may provide nutritional supplements in the morning, afternoon, and/or late afternoon, with appropriate consideration given for ethnic and cultural preferences, and special diets, subject to the Good Food Purchasing Guidelines and prior coordination with, and approval by, respective parents. Parents shall reserve the right to choose for their child or children to not participate.

#### 6.19 Reports Required from Contractor

The CENTER benefits from the use of public assets and as such, any and all information connected to the operation of the CENTER must remain open and subject to public scrutiny.

Being that CONTRACTOR is a non-profit entity operating on City-owned property, funding and expenditures are not to be commingled with that of any business operations at other childcare and/or business locations operated by the CONTRACTOR or any other entity. The following reports must be provided by CONTRACTOR to the RAP Liaison within specified time periods:

**1. Proposed Annual Budget**

By the first day of April of each year, CONTRACTOR must provide RAP with a detailed proposed budget for the CENTER for the following fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>). The proposed budget shall consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

**2. Annual Audited Statements**

By the first day of December of each year, CONTRACTOR must provide RAP for review, an annual financial statement for the previous fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>).

**3. Quarterly Reports**

A. Quarterly Reports shall be due to the RAP Liaison on:

1. First Quarter Report – due December 1<sup>st</sup> (for July - September);
2. Second Quarter Report – due March 1<sup>st</sup> (for October - December);
3. Third Quarter Report – due June 1<sup>st</sup> of each year (for January – March); and,
4. Fourth Quarter Report – due September 1<sup>st</sup> of each year (for April – June).

B. The Quarterly Reports shall each contain the following:

1. Budget to Actual Report of the actual revenues and expenses for the affected three (3) month period, with a narrative explanation of any variances from the budgeted item.
2. An Enrollment List by classroom assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time), and attendance for the month (number of days attended).
3. Wait-Lists, one for full time and one for part-time, which include the date that the child/children was/were added to the waiting list, the child's and parent's name(s), and potential future classroom assignment.
4. Staffing List that includes each employee's name, title, classroom or work-assignment, and work schedule (e.g., full-time or part-time).

The Staffing List should identify major changes in work assignment, including reassignments, removals, and terminations.

The BOARD reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

#### 6.20 Contractor Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT, and/or within three (3) years following the termination of the CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: 1) Tuition and parent fee revenues; 2) parent donation and fund-raising revenues; and, 3) any other revenue(s) or funds received for, or on behalf of, the CENTER.
- c) CONTRACTOR shall not commingle CENTER funds and/or financial accounts or expenditures, with that of any other CONTRACTOR business operations or that of any other entity.

#### 6.21 Notices from / by Contractor

CONTRACTOR must provide timely and advanced notice to the RAP Liaison of all important matters related to the operation of the CENTER, including but not limited to:

- a) Special CENTER activities and events for the upcoming month that are not already included in the calendar of activities;
- b) Parent meetings and parent-related activities for the upcoming month that are not already on the calendar of activities;
- c) Notice of parent issues or concerns, and plans to address such issues or concerns;
- d) Licensing and regulatory activity, including notification of site visits and other regulatory activities;
- e) Pending issues that may require CITY intervention or action.

Notices must be sent within ten (10) working days of CONTRACTOR receiving the subject and/or information. For items (d) and (e) of this Section 6.21, CONTRACTOR must notify RAP Liaison immediately within forty-eight (48) hours of becoming aware.

#### 6.22 Contractor Equipment

CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by the CONTRACTOR with its own funds shall remain as property and responsibility of CONTRACTOR.

### **SECTION 7 - RAP RESPONSIBILITIES**

The following are RAP responsibilities to the CENTER:

#### 7.1 The Department of Recreation and Parks (RAP)

- a) RAP will provide scheduled maintenance of the PARK's exterior grounds, including the children's play area(s) and parking area.
- b) RAP is the contract administrator for this CONTRACT, with any needed and/or required activity coordination, communication(s), verification(s), reporting, and/or approval(s) administered through the RAP Liaison.

#### 7.2 RAP Liaison

CITY has designated a representative to act as the RAP Liaison for the CENTER (See Section 2.2). The RAP Liaison, or his or her designee, shall:

- a) Monitor and address CONTRACTOR compliance with the requirements and obligations of this CONTRACT;
- b) Receive and review Quarterly and Annual Reports, as stipulated herein;
- c) Conduct performance and compliance reviews, including announced and unannounced site visits to the CENTER to observe operations and compliance matters, and will address any identified issues; and,
- d) Coordinate activities with other City of Los Angeles departments or RAP units as needed;

### **SECTION 8 – PROGRAM AND COMPLIANCE EVALUATION**

CITY will conduct a program evaluation to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address PROGRAM operations,

allowing for review and action on any proposed PROGRAM modification, such as but not limited to, proposed and/or approved changes in tuition rates and schedule of fees, and/or programming and services.

Should deficiencies or areas of non-compliance be identified by CITY, CONTRACTOR shall be allowed sufficient time to take corrective action, as determined by the applicable City agency or BOARD. Failure to correct deficiencies or non-compliance matters within an established time-frame can result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 9 herein.

## **SECTION 9 – DEFAULT AND TERMINATION**

### **9.1 City's Right to Terminate**

#### **a) Termination for Cause**

The RAP Liaison will conduct a regular review of CONTRACTOR operations at CENTER, including programs, operations, and regular evaluations to monitor compliance with this CONTRACT. Should deficiencies or non-compliance items be identified, RAP shall provide written notification of such deficiencies to CONTRACTOR and allow CONTRACTOR fifteen (15) calendar days from the date of notice of such deficiencies to cure such default. CONTRACTOR may request additional time if necessary, subject to approval by the GM, and/or BOARD if required. CITY shall reserve the right to require a sooner correction of deficiencies if such deficiency is related to matters of public health, safety, or State licensing.

If CONTRACTOR fails to cure the default within the prescribed time frame provided by the CITY, CITY may terminate this CONTRACT for cause by providing CONTRACTOR with a written notice of termination. In the event that the CONTRACTOR commences to cure the default after the prescribed time-frame has elapsed, CITY shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue a resolution to the deficiencies, and hold the CONTRACTOR in default.

In the event there is cause for termination of this CONTRACT, CONTRACTOR agrees to peacefully vacate the CENTER on or before the effective date of such termination, and must leave CENTER in the same, or better condition, in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

#### **b) Termination for Serious Threat to Health or Safety**

Notwithstanding Section 9 of this CONTRACT (Default and Termination), particularly Section 9.1.a, should CITY reasonably identify a deficiency or area of non-compliance, and determines that such item poses a serious threat to the health and/or safety of the activities or persons within the CENTER (children, parents, and/or employees), CITY shall immediately notify CONTRACTOR in writing, and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT with two (2) calendar days advanced written notice to CONTRACTOR, without any risk of liability to CITY.

In the event of termination for serious threat to health and/or safety, the CONTRACTOR must vacate the CENTER on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at the beginning of CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

In accordance with the Standard Provisions for City Contracts (Rev. 03/09, or latest version), the BOARD may terminate this CONTRACT for any reason, whether for CITY's convenience or due to emergency or circumstances beyond CITY's control.

d) Termination due to Financial Status

The BOARD may terminate this CONTRACT due to the CITY's financial inability to fulfill its responsibilities under this CONTRACT. If CONTRACTOR elects to assume such responsibilities at its own expense, CONTRACTOR shall propose such action in writing to the RAP Liaison for consideration by the RAP General Manager and/or BOARD. Any RAP determination, whether by the RAP General Manager or BOARD, any acceptance and/or approval of such proposal shall be communicated by RAP to CONTRACTOR in writing. RAP's response shall not be unreasonably withheld.

e) Notwithstanding exceptions contained herein, RAP shall notify CONTRACTOR in writing of any termination of this CONTRACT, with sixty (60) calendar days advance written notice following the BOARD's approval to terminate.

9.2 Contractor's Right to Terminate

CONTRACTOR may terminate this CONTRACT for any reason with sixty (60) calendar days advanced written notice to RAP. Such written notice must include an explicit explanation of the reason for termination.

In the event of CONTRACTOR's termination, CONTRACTOR must vacate the CENTER on or before the effective date of such termination and must leave CENTER in the same or better condition in which it was found at the beginning of CONTRACT TERM, with the exception of normal wear and tear.

### 9.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of this CONTRACT by CONTRACTOR:

- a) CONTRACTOR's general assignment or general arrangement, for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization, or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including the CENTER, or of the CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty (30) days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

## **SECTION 10 - LIABILITY**

### 10.1 Indemnification:

Except for the active negligence or willful misconduct of CITY or any of its boards, officers, agents, employees, assigns, or successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Officers, Agents, and Employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of, or incident to, the performance of this CONTRACT on the part of the CONTRACTOR, its officers, agents, employees, or sub-contractor of any tier.

### 10.2 Insurance:

#### A. General Conditions:

CONTRACTOR shall obtain and keep in force an insurance policy which covers all operations conducted at the CENTER pursuant to the terms and conditions of this CONTRACT. Such insurance policy must also insure the City of Los Angeles, as an additional insured, and comply with the Office of the Administrative Officer's insurance requirements, as described in the Insurance Requirements sheet (Form Gen. 146 – Rev. 09/06), attached hereto and incorporated herein by reference as Exhibit-E. Pursuant to the Instructions for Submitting Proof of Insurance to the City, included herein with Exhibit-E, such proof of insurance shall be submitted to CITY through the Office of the City Administrative Officer, Risk Management website; [www.track4la.lacity.org](http://www.track4la.lacity.org).

The GM, based upon advice of the City Risk Management, may increase or decrease the amounts of insurance coverage required herein, by providing ninety (90) calendar days advanced written notice to the CONTRACTOR.

Without limiting CONTRACTOR'S indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, such insurance described above and on Exhibit-E, in accordance with the following conditions:

1. Additional Insured:  
CITY, its Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverage(s) (such as Fire Legal). CITY shall be named "Loss Payee as Its Interest May Appear" in all required property, fidelity and/or surety coverage(s).
2. Insurance Requirements:  
All insurance required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Attorney and/or Office of the City Administrative Officer (CAO) Risk Management Office, for its review in accordance with Los Angeles City Administrative Code Sections 11.47 through 11.56.
3. Primary Insurance:  
Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on CITY'S insurance program for contributions.
4. Admitted Carrier / Licensed California Broker:  
Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
5. 30-Day Notice:

With respect to the interest(s) of the CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery (e.g. certified mail-return receipt, courier et.) has been given to the Office of the CAO Risk Management Office.

6. Prior Approval:

Evidence of insurance shall be submitted to and approved by the Office of the CAO Risk Management Office prior to commencement of any work or tenancy under this CONTRACT.

7. Severability of Interest:

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

8. Renewal:

Once the insurance has been approved by the City Attorney and/or CAO Risk Management Office, evidence of renewal of an expiring policy may be submitted pursuant to the instructions on Exhibit-E. If the policy or the carrier has changed, new evidence of insurance must be submitted in accordance with Exhibit E.

9. Aggregate Limits/Blanket Coverage:

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR separate of this CONTRACT, CONTRACTOR shall provide the CITY with prompt written notice of any incident, occurrence, claim, settlement or judgment against such insurance, which in CONTRACTOR'S best judgment will diminish the protection such insurance affords the CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

B. Self-Insurance and Self-Insured Retentions:

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the CITY, upon review of evidence of CONTRACTOR'S financial capacity to respond. Additionally, such programs or retentions must provide the CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

C. Modification of Coverage:

CITY reserves the right at any time during the term of this CONTRACT to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days advance written notice of such change.

D. Availability/Failure to Procure Insurance:

The required coverage(s) and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from the CONTRACTOR'S insurance broker or agent, indicating good faith insurance quotes were sought out and showing at minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of this CONTRACT, under which the RAP GENERAL MANAGER may immediately terminate or suspend this CONTRACT, or at its discretion, CITY may procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith, and recover all monies so paid from the CONTRACTOR.

E. Underlying Insurance:

CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents and/or subcontractor(s), if any, to protect CONTRACTOR's and CITY's interest(s), and for ensuring that such persons comply with applicable insurance statutes. CONTRACTOR is encouraged to seek professional advice in this regard.

F. Workers' Compensation:

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of this CONTRACT.

Any breach of this condition for insurance requirements can be considered a material breach of this CONTRACT.

### **SECTION 11 – WAIVER OF CLAIMS**

The PARTIES to this CONTRACT hereby waive any claim against the other PARTY and its officers, agents or employees, for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this

CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

### **SECTION 12 – INCORPORATION OF STANDARD PROVISIONS**

CONTRACTOR shall comply with the Standard Provisions for City Contracts (Rev. 03/09, or latest version), attached hereto and incorporated herein by reference as EXHIBIT F and thereby made part of this CONTRACT.

### **SECTION 13 – ENTIRE CONTRACT**

This CONTRACT contains the full and complete contract between the PARTIES. No verbal agreement or conversation between CONTRACTOR and any officer or employee of the CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless evidenced by a written agreement executed by both PARTIES.

### **SECTION 14 – RATIFICATION**

At the request of RAP, and because of the need therefor, CONTRACTOR began performance of the responsibilities contained herein prior to execution of this CONTRACT, which were required prior to the execution hereof. By execution of this CONTRACT, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this CONTRACT, and ratifies its agreement with CONTRACTOR for such services(s).

### **SECTION 15 – EXHIBITS**

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this CONTRACT by reference:

- Exhibit A - Center and Park Site Map
- Exhibit B - Initial Tuition Rate and Fee Schedule
- Exhibit C - Initial Operating Budget
- Exhibit D - Good Food Purchasing Guidelines for Food Service Institutions
- Exhibit E - Insurance Requirements and Instructions for Submitting Proof of Insurance
- Exhibit F - Standard Provisions for City Contracts (Rev. 03/09, or latest version)

In the event of any inconsistency between any of the provisions of this CONTRACT and/or Exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This CONTRACT exclusive of attachments; 2) Exhibit F; 3) Exhibit E; 4) Exhibit D; 5) Exhibit B; and then 6) Exhibit C.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the PARTIES have executed this Management and Operations Contract, as of the day and year first written above.

CITY OF LOS ANGELES, a  
municipal corporation, acting by  
and through its BOARD OF  
RECREATION AND PARK  
COMMISSIONERS

HILLTOP NURSERY SCHOOL, INC., a  
California 501(c)(3) nonprofit corporation

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

EXHIBIT A

Center and Park Site Map

Bellevue Recreation Center



Recreational Child Development and Child Care Center Area



## EXHIBIT B

### Initial Tuition Rate and Fee Schedule

Hilltop Nursery School  
 Summary of Proposed Program Tuition and Fees  
 Year One

Program	Part Time (9:00am - 12:30pm)	Full Time (8:00am - 4:00pm)	Extended (7:00am - 6:00pm)
Monday - Friday			
Monthly Tuition	\$852.00	\$1,136.00	\$1,306.00
Annualized Tuition	\$10,224.00	\$13,632.00	\$15,672.00
Annual Fee <sup>(1)</sup>	\$515.00	\$515.00	\$515.00
One-Time Fees:			
Application Fee <sup>(2)</sup>	\$41.00	\$41.00	\$41.00
Registration Fee <sup>(3)</sup>	\$52.00	\$52.00	\$52.00
Other Fees:			
Late Fee <sup>(4)</sup>	\$20.00	\$20.00	\$20.00
Returned Check <sup>(5)</sup>	\$12.00	\$12.00	\$12.00

Notes:

- (1) Annual Fee is applied to all students and is to be paid prior to the start of the new school year
- (2) Application Fees are paid by families when applying to Hilltop for the first time. Fees for siblings are waived.
- (3) Registration Fees are paid for each child enrolled into Hilltop for the first time. No fees are charged for subsequent years enrolled.
- (4) Late Fees are due if payment is late (received after the 10th of each month)
- (5) Returned Check Fees are due if payment by check fails to clear.
- (6) There is a 10% sibling discount on monthly tuition fees.
- (7) All families are expected to pay a \$200 deposit within 60 days of the start of the new school year. This amount is deducted from the Registration Fee and the last month's tuition payment.

## EXHIBIT C

### Initial Operating Budget

#### Hilltop Nursery School Start-Up Costs - July 1, 2017

Inventory		
Food & Water	4,214	From Program Costs in Year One Budget
Non-Perishable Supplies	3,371	From Program & Building Costs in Year 1 Budget
Classroom Supplies	3,933	From Program Costs in Year One Budget
Equipment:		
Office Furniture & Equipment	1,018	Est. replacement cost of existing owned equipment
Classroom Furniture & Outdoor Equipment	10,239	Est. replacement cost of existing owned equipment
Computers and Electronics	1,640	Est. replacement cost of existing owned equipment
Copier / Printer	1,183	Est. replacement cost of existing owned equipment
Appliances	2,538	Est. replacement cost of existing owned equipment
Operating Supplies		
Office Supplies	2,472	From Office Expense in Year One Budget
Marketing & Advertising	464	Year One Budget
Payroll, Taxes & Employee Benefits	467,043	Personnel Expense in Year One Budget
Insurance	8,240	Year One Budget
Other Expenses		
Professional Fees / Contract Services	721	Year One Budget
Other Office Expenses	4,134	Various Admin. Expenses from Year 1 Budget
Telephone	2,584	Year One Budget
Utilities	6,300	Year One Budget
Rent	2,436	Year One Budget
Other Building Maintenance	7,222	Year One Budget
Fundraising Events	7,622	Year One Budget
Other Program Costs	721	Remainder of Program Costs in Year One Budget
<b>Total Start-Up Costs</b>	<b>\$538,094</b>	

EXHIBIT D

Good Food Purchasing Guidelines for Food Service Institutions

**[Attached as Separate Document]**

## **GOOD FOOD PURCHASING POLICY**

In accordance with Mayor's Executive Directive No. 24, "Good Food Purchasing Policy," proposers are required to comply with the City of Los Angeles' Good Food Purchasing Guidelines.

The purpose of the policy is to make Good Food (defined as "food that is healthy, affordable, fair, and sustainable") more widely available to all Angelenos in order to promote healthier eating habits, support our local business economy, and create more jobs along the food supply chain. The Good Food Purchasing Guidelines (Guidelines) emphasize five core values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition. The complete Guidelines are included in this exhibit.

All Bidders/Proposers who are awarded contracts with the Department shall complete and submit the Good Food Purchasing Pledge (one [1] page) prior to execution of the contract.

### **INSTRUCTIONS:**

- a. Awarded proposer only: Complete, submit, and comply with the steps outlined in the Good Food Purchasing Pledge (Page 1 of attached informational package).

# The Good Food Purchasing Pledge



**IN PLEDGING OUR SUPPORT FOR GOOD FOOD,** we will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.

We pledge to leverage our purchasing power to support the following values:

- **Local Economies:** support small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability:** source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce:** provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
- **Animal Welfare:** provide healthy and humane care for livestock.
- **Nutrition:** promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Institution \_\_\_\_\_

Date \_\_\_\_\_

## WE COMMIT OUR INSTITUTION TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:

1

As outlined in the *Good Food Purchasing Guidelines for Food Service Institutions*, we commit to **annually increasing our procurement of Good Food** to meet multi-year benchmarks at the baseline level or beyond for five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.

2

**Establish** supply chain accountability and a traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report.

3

**Report** annually on implementation progress of the *Good Food Purchasing Guidelines*.

## TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING TIMELINE:

1

**Complete** a baseline *Good Food Purchasing* survey within one month of signing the *Good Food Purchasing Pledge*.

2

**Communicate** Good Food commitment to all suppliers, including distributors and food service companies within one month of the adoption of the *Good Food Purchasing Pledge*.

3

**Complete** an assessment of food purchasing practices within six months of the adoption of the *Good Food Purchasing Pledge*.

4

**Develop** and adopt a multi-year action plan with benchmarks to comply with the *Good Food Purchasing Guidelines* within the first year of the adoption to **the Good Food Purchasing Pledge** and share action plans with the Los Angeles Food Policy Council.

5

**Incorporate** the *Good Food Purchasing Guidelines for Food Service Institutions* into new RFPs and contracts, where applicable.

## PROGRAM COMPONENTS

- **Multi-Year Benchmarks:** Purchasers are asked to meet benchmarks in years one and five, recognizing that the shift towards Good Food purchasing will take time, and purchasers will need to make incremental changes.
- **Tiered-Value System:** A tiered-value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing initiative. For each of the five values, foods are ranked from Level One (baseline) through Level Three (highest). Higher tiers of achievement are rewarded with more points accordingly.
- **Ranked Criteria:** For most value categories, third-party certifications and label claims allowed by USDA or FDA are used to determine the level of “Good” achieved by an institution’s purchases. These third-party certifications are used to rank Good Food purchases as Levels One (baseline), Two, or Three within each value category.
- **Baseline Requirements:** A baseline in each category is established that must be maintained throughout participation in the program.
- **Good Food Recognition:** Purchasers are scored and recognized at different levels to reward higher Good Food sourcing commitments within value categories. Purchasers that meet the baseline level for each category receive Good Food Purchaser recognition (one star). Additional levels (two to five stars) are awarded to purchasers to recognize the most dedicated supporters of the *Good Food Purchasing Guidelines*.
- **Traceability:** Purchasers are asked to work with suppliers to establish transparent reporting systems to verify product source.
- **Compliance Plan:** If vendor and/or suppliers do not have a current capacity to meet food purchasing targets, the vendor may submit a plan to achieve full compliance at a baseline level by the end of year one.
- **Annual Report:** Purchasers are asked to report annually on their progress.
- **Promotion:** The City of Los Angeles and the Los Angeles Food Policy Council will regularly promote and celebrate Good Food institutional commitments. Successful participants in the *Good Food Purchasing Pledge* program can also serve as an inspiration and positive role model for other institutions in our region.

## PROGRAM OVERVIEW: GOOD FOOD PURCHASING GUIDELINES

Los Angeles Food Policy Council (LAFPC), in collaboration with public, private, and non-profit partners, developed *Good Food Purchasing Guidelines*, model guidelines for food service establishments in assessing and purchasing Good Food — food that is healthy, affordable, fair, and sustainable.

Scaled similarly to LEED green building certification, the *Good Food Purchasing Guidelines* emphasize five key values:

- (1) Local Economies
- (2) Environmental Sustainability
- (3) Valued Workforce
- (4) Animal Welfare
- (5) Nutrition

### About the Los Angeles Food Policy Council

The Los Angeles Food Policy Council (LAFPC) is a collective impact initiative created by Mayor Antonio Villaraigosa in January of 2011. LAFPC’s mission is to build a Good Food system for all Los Angeles residents. Such a system ensures that food is healthy, affordable, fair, and sustainable in order to improve the health and well-being of our residents, particularly in low-income communities and communities of color; promotes a thriving Good Food economy for everyone; and strengthens agricultural and environmental stewardship throughout the region. LAFPC coordinates the expertise and leadership of public, private, nonprofit, and academic partners to strengthen connections across the food system. The Food Policy Council and its staff serve as the “backbone” organization for the initiative, which has an extended reach of approximately 300 individuals and over 150 organizations.

LAFPC leverages its unique structure and placement as an independent multi-stakeholder initiative within the Mayor’s Office to advance innovative food policies. LAFPC combines coalition-building, leadership development, and issue and policy advocacy to advance food policies and programmatic innovations. The council’s goal is to shift our regional food system to promote local growers, sustainable agriculture, and fair working conditions for all food workers, and to ensure access to healthy affordable food in underserved communities.

For more information, contact [info@goofoodla.org](mailto:info@goofoodla.org).

**Good Food  
Purchasing Guidelines  
*for*  
Food Service Institutions**

**Los Angeles  
Food Policy Council**



**LOS ANGELES  
FOOD POLICY  
COUNCIL**



**Good Food  
Purchasing Guidelines**  
*for*  
**Food Service Institutions**

**Los Angeles  
Food Policy Council**



**LOS ANGELES  
FOOD POLICY  
COUNCIL**

*October 2012*

**GOODFOODLA.ORG**

## Los Angeles Food Policy Council

<b>Martin Anenberg</b>	FreshPoint Southern California
<b>Andrea Azuma</b>	Community Benefit, Kaiser Permanente Southern California
<b>David Binkle</b>	Food Services Division, Los Angeles Unified School District
<b>Omar Brownson</b>	Los Angeles River Revitalization Corporation
<b>Glen Dake</b>	Los Angeles Community Garden Council
<b>Paula Daniels</b>	Office of Mayor Villaraigosa, City of Los Angeles
<b>Michael Flood</b>	Los Angeles Regional Food Bank
<b>Gwendolyn Flynn</b>	Community Health Councils
<b>Robert Gottlieb</b>	Urban & Environmental Policy Institute, Occidental College
<b>Renee Guilbault</b>	Pret A Manger
<b>Glenda Humiston</b>	California Rural Development, U.S. Department of Agriculture
<b>Helena Jubany</b>	Fresco Community Market
<b>AG Kawamura</b>	Orange County Produce
<b>Gregg Kettles</b>	Office of Mayor Villaraigosa, City of Los Angeles
<b>Evan Kleiman</b>	Good Food, KCRW
<b>Amy Knoll Fraser</b>	Grace + BLD Restaurants
<b>Mary M. Lee</b>	PolicyLink
<b>Miguel Luna</b>	Urban Semillas
<b>Phil McGrath</b>	McGrath Family Farms
<b>Roman Pinal</b>	United Farm Workers
<b>Michael Roberts</b>	Center for Food Law & Policy, UCLA School of Law
<b>Bruce Saito</b>	Los Angeles Conservation Corps
<b>Catherine Schneider</b>	Jewish Federation of Greater Los Angeles
<b>Matthew Sharp</b>	California Food Policy Advocates
<b>Dr. Paul Simon</b>	Division of Chronic Disease and Injury Prevention, Los Angeles County Department of Public Health
<b>Dr. Rachel Surls</b>	University of California Cooperative Extension, Los Angeles County
<b>Daniel Tellalian</b>	Emerging Markets
<b>Robert Tse</b>	California Rural Development, U.S. Department of Agriculture
<b>Alex Weiser</b>	Weiser Family Farms
<b>Goetz Wolff</b>	Department of Urban Planning, UCLA Luskin School of Public Affairs
<b>Larry Yee</b>	Food Commons

## Report Production

### PRIMARY AUTHORS

<b>Alexa Delwiche</b>	Los Angeles Food Policy Council
<b>Joann Lo</b>	Food Chain Workers Alliance
<b>Jill Overdorf</b>	Coosemans Shipping
<b>Vanessa Zajfen</b>	San Diego Unified School District

### RESEARCH SUPPORT

**Amira Hasenbush**  
**Anisha Hingorani**  
**Katie Hoerberling**  
**Colleen McKinney**  
**Kimberly Tomicich**

### EDITORIAL REVIEW

<b>Paula Daniels</b>	Los Angeles Food Policy Council and Office of Mayor Villaraigosa, City of Los Angeles
----------------------	---

### GRAPHIC DESIGN

<b>Juliette Bellocq</b> and <b>Yuju Yeo</b>	handbuiltstudio.com
--	---------------------

© 2012 Los Angeles Food Policy Council

## Acknowledgements

The Good Food Purchasing Guidelines for Food Service Institutions was made possible by the generous contributions, guidance, and expertise of many individuals.

### CONTRIBUTORS

The Los Angeles Food Policy Council would especially like to thank the following individuals for providing sustained guidance and direction during the development of our guidelines.

<b>Andrea Azuma</b>	Community Benefit, Kaiser Permanente Southern California
<b>David Binkle</b>	Food Services Division, Los Angeles Unified School District
<b>Devorah Brous</b>	Netiya
<b>Karl Bruskotter</b>	Office of Sustainability and the Environment, City of Santa Monica
<b>Elizabeth Epstein</b>	
<b>Renee Guilbault</b>	Pret A Manger
<b>Dana Gunders</b>	Natural Resources Defense Council
<b>Jacqueline Hernandez</b>	American Heart Association
<b>Cheryl Leahy</b>	Compassion Over Killing
<b>Sean Leer</b>	Gold Star Foods
<b>Josephine Miller</b>	Office of Sustainability and the Environment, City of Santa Monica
<b>Fritz Stelter</b>	Field Fresh Foods
<b>Michelle Wood</b>	Los Angeles County Department of Public Health*

### REVIEWERS

The Los Angeles Food Policy Council was fortunate to receive invaluable input on our guidelines from the following individuals:

<b>Alexandra Agajanian</b>	Sustainable Economic Enterprises Los Angeles
<b>Martin Anenberg</b>	FreshPoint Southern California
<b>Eric Batch</b>	American Heart Association
<b>Jaya Bhumitra</b>	Compassion Over Killing
<b>Sandy Brown</b>	Swanton Berry Farm & Geography Department, UC Berkeley
<b>Danny Calvillo</b>	Sunrise Produce
<b>Sharon Cech</b>	Urban & Environmental Policy Institute, Occidental College

<b>Jim Cochran</b>	Swanton Berry Farm & Food Commons
<b>Cindy Crawford</b>	Kaiser Permanente Southern California
<b>George Faraday</b>	Change to Win
<b>Clare Fox</b>	Los Angeles Food Policy Council
<b>Steve Goodman</b>	West Central Produce
<b>Robert Gottlieb</b>	Urban & Environmental Policy Institute, Occidental College
<b>Kari Hamerschlag</b>	Environmental Working Group
<b>Glenda Humiston</b>	California Rural Development, U.S. Department of Agriculture
<b>Jonathan Kaplan</b>	Natural Resources Defense Council
<b>A.G. Kawamura</b>	Orange County Produce
<b>Kendra Klein</b>	Physicians for Social Responsibility/ Health Care Without Harm
<b>Bob Knight</b>	Old Grove Orange, Inc
<b>Michael Leighs</b>	Los Angeles County Department of Public Health*
<b>Toni Liquori</b>	School Food Focus
<b>Dan Madsen</b>	Gold Star Foods
<b>Erik Nicholson</b>	United Farm Workers
<b>Athena Pappas</b>	California Produce Wholesaler
<b>Kathleen Reed</b>	Kaiser Permanente
<b>Lucia Sayre</b>	Physicians for Social Responsibility Health Care Without Harm
<b>Dipa Shah</b>	Los Angeles County Department of Public Health*
<b>Matt Sharp</b>	California Food Policy Advocates
<b>Andy Shrader</b>	Office of Councilmember Paul Koretz, Los Angeles City Council
<b>Dr. Paul Simon</b>	Los Angeles County Department of Public Health*
<b>Dr. Rachel Surls</b>	University of California Cooperative Extension, Los Angeles County
<b>Daniel Tellalian</b>	Emerging Markets
<b>Marc Ross</b>	
<b>Mark Vallianatos</b>	Urban & Environmental Policy Institute, Occidental College
<b>Jesse Warnken</b>	LA Specialties
<b>Yelena Zeltzer</b>	Urban & Environmental Policy Institute, Occidental College

\* REVIEWER ONLY PROVIDED FEEDBACK ON NUTRITION GUIDELINES.



Photo credit: Haan Fawn Chau

## Table of Contents

### **Good Food Purchasing Guidelines for Food Service Institutions / PAGE 09**

- What Is Good Food Procurement? / PAGE 10
- The Importance of Good Food Procurement / PAGE 10
- Implementing a Good Food Program / PAGE 11
- Budgeting for Good Food / PAGE 12
- Methodology for Assessing Good Food Procurement / PAGE 12
- Good Food Purchasing Program Goals / PAGE 12
- Scoring System Examples / PAGE 13

### **Value 1: Local Economies Purchasing Goals / PAGE 16**

### **Value 2: Environmental Sustainability Purchasing Goals / PAGE 18**

### **Value 3: Valued Workforce Purchasing Goals / PAGE 22**

### **Value 4: Animal Welfare Purchasing Goals / PAGE 24**

### **Value 5: Nutrition Goals / PAGE 26**

### **APPENDIX A: Glossary of Terms / PAGE 31**

### **APPENDIX B: Good Food Purchasing Resource Guide / PAGE 37**

### **APPENDIX C: LOCAL PRODUCT AVAILABILITY (LOS ANGELES) / PAGE 41**



Photo credit: Haoyi Fawn Chiu

# Good Food Purchasing Guidelines for Food Service Institutions RFP EXHIBIT I

Food system transformation depends on large-scale shifts in the demand for and the subsequent purchasing of Good Food. By practicing Good Food purchasing methods, institutions can support food systems that are healthy, ecologically sound, economically viable, socially responsible, and humane. Universities and schools, hospitals, local governments, restaurants, and other institutions with food service venues are beginning to explore the opportunities afforded by thoughtful and value-based purchasing. By exercising their buying power, the purchasing practices of food service institutions can make a major difference in heightening the demand for and availability of Good Food.



The *Good Food Purchasing Guidelines for Food Service Institutions* is designed for public and private food enterprises in Los Angeles County and beyond to assist with their development of Good Food purchasing strategies. The guidelines include suggested measures and practical steps to implementing Good Food measures. The guidelines emphasize the following values:

- **Local Economies:** Support small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability:** Source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce:** Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
- **Animal Welfare:** Provide healthy and humane care for livestock.
- **Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and eliminating artificial additives.

**GOOD FOOD IS DEFINED  
BY THE LOS ANGELES FOOD POLICY COUNCIL  
AS FOOD THAT IS:**

**HEALTHY**

Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment.  
Food is delicious and safe.

**SUSTAINABLE**

Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).  
accessible to all.

**FAIR**

All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.  
High quality food is equitable and physically and culturally accessible to all.

**AFFORDABLE**

Foods that people of all income levels can purchase.

By suggesting opportunities to assess existing policies and methodologies within each establishment, this guide is intended to provide tools to help create a shift to a more diversified and resilient food system, with sustainable and ethical sourcing of food in all levels of food service operations. Good Food production, purchasing, and consumption will require coordinated multi-sector adoption and engagement with participants who are willing to adhere to an established minimum of Good Food procurement, outlined in this document. Included in this document is a tiered assessment of values to help procurement and purchasing offices determine the current state of their farmers and other vendors. This guide is a first step in creating a comprehensive Good Food program that will inform, encourage, support and promote food service establishments of all sizes to become Good Food leaders in their communities.

### WHAT IS GOOD FOOD PROCUREMENT?

The term procurement refers to the sourcing and purchasing of food to supply food service operations. This process is much more complex than it may appear on the surface or to one unfamiliar with commercial food service operations. Procurement involves identifying the food needs of the customer base for the food service operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers. These guidelines are designed to assist an individual tasked with implementing a Good Food program in their food service operation.

### THE IMPORTANCE OF GOOD FOOD PROCUREMENT

Institutions of all kinds, from K-12 schools, universities, and hospitals, to corporate cafeterias and local government agencies, are major purchasers and servers of food. They are therefore in a unique position to influence food supply chains. Due to the collective large purchasing volume, institutional demand for Good Food can encourage suppliers to shift their production practices in order to supply environmentally sustainable, socially responsible, and healthy food products.

#### **Good Food sourcing benefits may include:**

- **Economic:** Support of local and regional farmers and food businesses, returning to the local economy three times the purchase price of a food product purchased from out of state;
- **Environmental:** Reduction of food miles, greenhouse gases, carbon footprints, and pollution; promotion of soil fertility, human and animal health, and the conservation of water and biodiversity;
- **Nutritional:** Encouragement of increased purchasing of whole foods and local produce that is fresher and has a higher nutritional content, due to the shorter period of time between harvest and sale;
- **Social:** Transformation of the supply chain, rewarding farmers and food businesses for environmentally sustainable and socially responsible business practices.

Large-scale demand for Good Food is fundamental to building the market for Good Food. By increasing the demand, and thus the infrastructure to distribute Good Food, it will become easier for more institutions to participate. Strong and steady demand for Good Food will increase its affordability and availability in all communities.

Hospitals, universities, schools, and restaurants in Los Angeles have spearheaded the adoption of local and sustainable food procurement policies and these innovators should be looked to as local leaders in proving that, by changing the way one purchases, institutions can create opportunities for regional farmers to thrive, for workers to receive just compensation and fair treatment, for local economies to continue to rebuild, and for reducing our environmental footprint. These outcomes can be accomplished while also increasing access to and consumption of fresh and nutritious food, particularly in underserved communities. The goal of a Good Food procurement system is to bring multiple benefits to all communities by impacting health, social well-being, bottom-line business success, and the environment.

#### **Public institutions, in particular, play a critical role in increasing access to Good Food.**

Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity

and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

Various Los Angeles wholesale food companies have implemented local food lines and certify that their products fall within a variety of parameters. This practice has expanded into processing lines and local fruits and vegetables can now be purchased to create a line of value-added products that are verified as locally sourced (i.e. carrot sticks, bagged salads, crudités, etc.).

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California's *Harvest of the Month* program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:

- Farms within 200 miles of the final service of the product
- Farms that are less than 200 acres
- Farms that provide more than five items annually (this excludes mono-cropping and allows for crop diversity and better soil management)

Over time, Good Food purchases, from both large and small institutions, can add up to significant investments in a sustainable regional food system.

## IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:

- What are the advantages to your institution and the community for purchasing Good Food?
- What percentage of currently purchased food is already local, sustainable, and fairly produced?
- What barriers will limit participation in the program?
- Are there extra transportation costs affiliated with purchasing an increased volume in local products?
- What are the additional processing costs affiliated with purchasing local? What methods exist for offsetting such costs?
- What types of local, sustainable, and fairly produced products do existing distributors or vendors offer?
- How will your institution communicate the changes to consumers and employees?

Prior to implementation, it is also critical to develop operational definitions for words that will be used in Good Food bids; words like: sustainable, fair, local, or humane need to have clear criteria and a means for measurement and compliance (see Appendix A for our glossary of terms). Compliance and/or meeting Good Food objectives will more often than not fall to producers, food distributors, and processors. Without a direct relationship to farmers, ensuring sustainability of foods and beverages requires access to information about the value chain and the farms that produced such foods. Outside of a personal relationship with producers, third-party labels (CCOF, AGA Grassfed, etc.) are useful tools for ensuring sustainability if they are grounded in verifiability.

Most distributors are willing to take on the task of providing origins of their product, particularly if there is a long-term sales opportunity. Often the simple act of asking distributors how they will meet Good Food requirements indicates to suppliers that sustainability and health are important for an institution. Distributors will work with the buyer to develop a qualified Good Food program with buyer-specified parameters.

## BUDGETING FOR GOOD FOOD

Sustainable foods are generally associated with higher prices than conventional foods, thus creating little incentive for increasing purchases. However, there are a variety of strategies food service venues can employ to offset increased costs associated with purchasing higher quality foods. In 2012, Los Angeles Unified School District was able to improve meal quality, increase the percent of produce purchased and source approximately 70 percent of that produce locally (within 200 miles), while their food budget remained constant, despite rising food prices nationally. A recent study prepared for UCLA Housing & Hospitality Services found that four UC campuses with sustainable food policies – Davis, Berkeley, San Diego, and Santa Cruz – showed little, if any, increase in per plate costs after sustainable spending. Retailers have found as they increase Good Food purchases, suppliers increase production and, subsequently, food prices fall.

Strategies for offsetting increased costs include:

- Re-designing menus to incorporate less meat and processed food;
- Buying produce in season;
- Creating direct relationships with suppliers;
- Partnering with other food purchasing departments or institutions to leverage purchasing volume;
- Increasing sustainable food purchases incrementally;
- Purchasing foods from produce aggregation hubs (Regional Food Hubs);
- Increasing water and energy efficiency (e.g. by eliminating trays); and
- Buying lower on the beauty chain (e.g., smaller and less aesthetically perfect produce) is less expensive and helps farmers sell more of what they grow.

The guidelines suggested in this document were identified with full acknowledgement of the very real constraints and tight budgets institutions face when trying to provide their customers the highest quality food. To establish varying degrees of Good Food compliance, these guidelines outline tiers of adoption for food service outlets based on procurement standards. Purchasers will need to identify their initial purchasing priorities and incorporate additional standards and levels of adoption in the next stages of the development of their program.

## METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

A tiered value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing Program. A baseline in each category is established that must be maintained throughout participation in the program with qualifications noted at both the one year and five year goal levels. By creating goals for a first year of completion through a five-year implementation plan, a great opportunity is created for thoughtful, strategic and progressive sourcing and menu development.

The tiered value system allows for purchasers to participate at varying levels and to scale up their Good Food purchasing over time. Within each value category, purchasers may choose to participate at Levels One, Two or Three. Level One criteria within each value category are assigned one point. Level Two criteria for each value category are more rigorous than Level One and are assigned two points. Level Three criteria within each value category are the premier levels of achievement in the program and are assigned three points.

Purchasers that meet the baseline level for each category are awarded with Good Food Purchaser recognition. A purchaser must score a minimum of five points to meet baseline requirements as a participant in the Good Food Purchasing Program and receive one star. Purchasers scoring 10-14 points receive two stars, purchasers scoring 15-19 points receive three stars, purchasers scoring 20-24 points receive four stars, and purchasers scoring 25 points or more receive five stars. Good Food Purchasers with five stars represent the most dedicated supporters of the Good Food Purchasing Guidelines. These Good Food Purchasing Guidelines are easily modified for any national food service company or government agency.

## GOOD FOOD PURCHASING PROGRAM GOALS

The following Good Food goals have been adapted from a variety of local and sustainable food purchasing policies including the City of New York, Kaiser Permanente, Emory University, Yale University, and University of California and are a suggested benchmark for purchasers developing or implementing a Good Food purchasing program. Food service facilities can adjust percentages as necessary with the goal of gradually increasing their Good Food purchases.

## GOOD FOOD PURCHASING COMMITMENT LEVELS



**BASELINE REQUIREMENT**

All Good Food Purchasers must score at least one point in each value category.

**MIXING LEVELS AND VALUES**

Points may be earned by mixing various commitment levels and value categories.

—*Example*  
2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

**ACCUMULATION OF POINTS**

Cumulative points may be earned if purchasers comply simultaneously with different commitment levels within a particular value category.

—*Example*  
From the Environmental Sustainability category, participants can earn 6 points by fulfilling all the different requirements for Levels 1, 2 and 3.

**EXPECTATIONS FOR INCREASED COMMITMENT**

After one year of participation in the program, purchasers will be expected to gradually increase the amount of Good Food that they purchase in order to maintain the same number of points. See Good Food Purchasing Guidelines for more details.

### SCORING SYSTEM EXAMPLES

These two hypothetical examples will help Good Food Purchasers understand how the Good Food Purchasing Pledge scoring system works. In both of the following examples, the institutions earn three-star ratings (requiring 15-19 points), but each organization takes a different approach.

LEVELS \ VALUE	1	2	3	4	5
EXTRA POINTS	2				1
LEVEL 3			3		3
LEVEL 2	2		2		
LEVEL 1		1		1	

TOTAL 15 POINTS =  Good Food Purchaser

LEVELS \ VALUE	1	2	3	4	5
EXTRA POINTS	1	2	1		
LEVEL 3	3	3			
LEVEL 2		2		2	2
LEVEL 1	1		1		

TOTAL 18 POINTS =  Good Food Purchaser



REF EXHIBIT 1

Pomegranates  
\$3.00 a pound

ORGANIC  
Apples  
\$3.00 a pound  
2 lbs \$5.00

Photo credit: Haan-Fawn Chau

## An Overview of Good Food Values

Procurement suggestions will focus on sourcing products that align with these Good Food principles:

### LOCAL ECONOMIES (LOCAL FOOD)

- Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

### ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

- Specify food from farming systems that minimize harm to the environment, such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.
- Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.
- Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.
- Exclude fish species identified as most 'at risk' by the Marine Conservation Society and Monterey Bay Aquarium's Seafood Watch and give preference to fish derived from sustainable sources.
- Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.
- Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

### VALUED WORKFORCE (FAIR FOOD)

- Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.
- Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.

### ANIMAL WELFARE (HUMANE FOOD)

- If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

### NUTRITION (HEALTHY FOOD)

- Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.

## Value 1: Local Economies Purchasing Goals

### LEVEL 1 — BASELINE

Local within 200 miles<sup>1</sup> (or 10 Southern California counties) AND large scale operations<sup>2</sup> (>500 acre farms);  
or  
Outside of the local 200 mile range but within California AND medium scale operations (180-499 acre farms);  
or  
Outside of California AND small scale operations (<180 acre farms)

### LEVEL 2

Local within 200 miles (or 10 Southern California counties) AND medium scale operations;  
or  
Outside of the local 200 mile range but within California AND small scale operations

### LEVEL 3

Local within 200 miles (or 10 Southern California counties) AND small scale operations

To be recognized as a Good Food purchaser, an institution scores one or higher in the Local Economies Category.

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source). OR If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	1
	Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation.	1
<b>LEVEL 2</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources.	2
	Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation.	1
<b>LEVEL 3</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources.	3
	Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation.	1
<b>EXTRA POINTS</b>  (Applies to annual food purchases)	Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.	1
	Food is grown/raised and processed in Los Angeles County.	1
	Food is purchased directly from farmer-owned businesses.	1
	Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).	1
	50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.	1
	At least 25% of prepared seafood sourced from small and or local fleets.	1

**Steps to Implementation:**

- Source local agricultural and food products directly from farmers and ranchers at certified farmers' markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).
- Buy local agricultural and food products from distribution firms that verifiably buy from farmers' market certified producers at Los Angeles County certified farmers' markets.
- Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.
- Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).
- Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.

<sup>1</sup>The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.

<sup>2</sup>To measure the size of other agricultural and food processing operations, see the glossary for full details.



# Value 2:

## Environmental Sustainability Purchasing Goals

### FRUITS & VEGETABLES

#### LEVEL 1 — BASELINE

Farms agree to participate in Stewardship Index for Specialty Crops;  or  
PRiME score has no high risk components for Integrated Pest Management Practices

#### LEVEL 2

PRiME score indicates low-risk for Integrated Pest Management Practices; or  
Protected Harvest certified;  or  
Farms participate in Stewardship Index for Specialty Crops with targets for annual improvement;  or  
Non-GMO Project Verified;  or  
Food Alliance Certified 

#### LEVEL 3

USDA Organic;  or  
Biodynamic 

### MILK & DAIRY

#### LEVEL 1 — BASELINE

No antibiotics; and  
rBGH/rBST free

#### LEVEL 2

Non-GMO Project Verified;  or  
Animal Welfare Approved 

#### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

### MEAT & POULTRY

#### LEVEL 1 — BASELINE

Cage-free eggs; or  
Pasture raised; or  
USDA Grassfed; or  
No antibiotics<sup>3</sup>

#### LEVEL 2

AGA Grassfed;  or  
Non-GMO Project Verified;  or  
Animal Welfare Approved 

#### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

**SEAFOOD**

**LEVEL 1 — BASELINE**

No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide



**LEVEL 2**

Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide



**LEVEL 3**

Marine Stewardship Council certified;  or 100% of fish listed as "Best Choice" in Monterey Bay Aquarium's Seafood Watch Guide 

**GRAINS**

**LEVEL 1 — BASELINE**

Pesticide-free

**LEVEL 2**

Food Alliance Certified;  or Non-GMO Project Verified 

**LEVEL 3**

USDA Organic 

<sup>3</sup>"No antibiotics" refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.

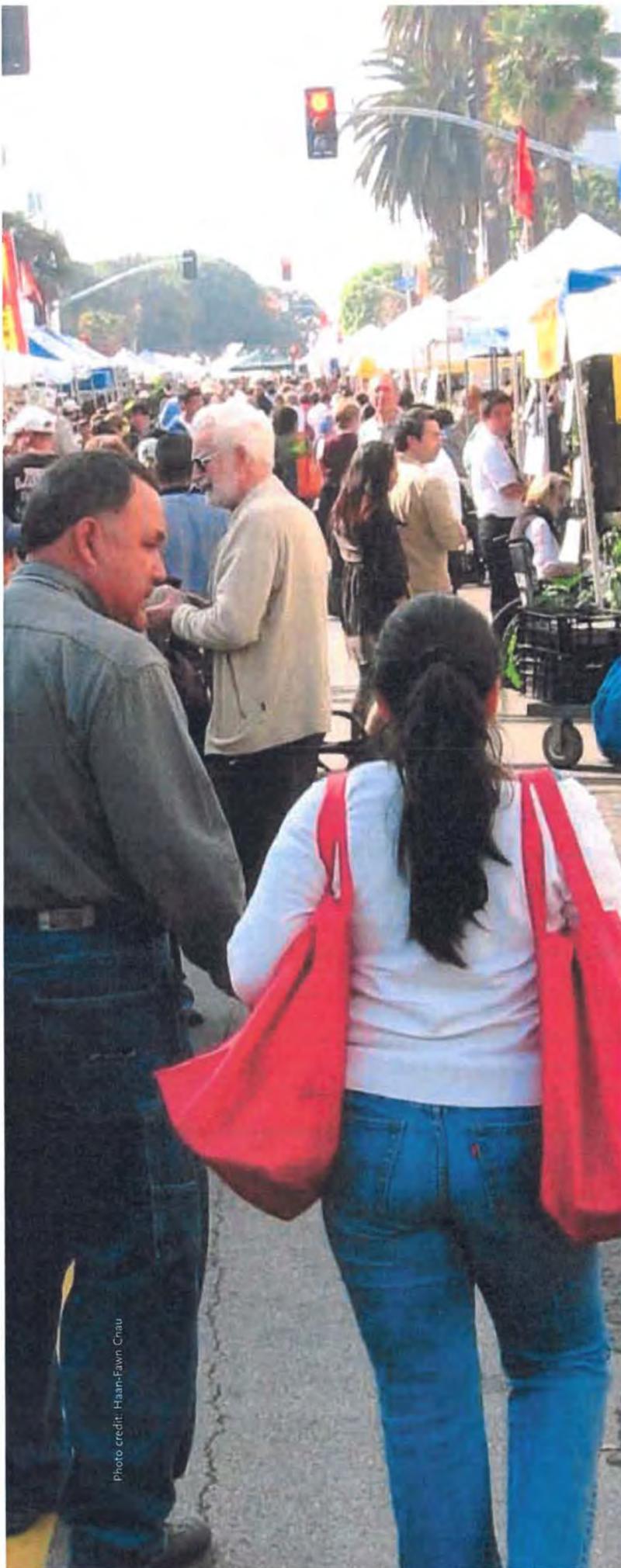
To be recognized as a Good Food purchaser, an institution scores one or higher in the Environmental Sustainability Category.

RFP EXHIBIT I

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. OR If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	1
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	1
<b>LEVEL 2</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	2
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	1
<b>LEVEL 3</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	3
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation. 2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	1
<b>EXTRA POINTS (Applies to annual food purchases)</b>	Institution participates in "Meatless Mondays" campaign.	1
	A minimum of 75% percent of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council.	1
	50% annual average of total cost of food purchases comes from environmentally sustainable sources.	1

**Steps to Implementation:**

- Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium's Seafood Watch Guide as "Best Choices" or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).



# Value 3: Valued Workforce Purchasing Goals

## LEVEL 1 — BASELINE

- Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and
  - All vendors and suppliers\*: sign in writing that they comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO): 
1. Freedom of association and the right to collective bargaining.
  2. Elimination of all forms of forced or compulsory labor.
  3. Abolition of child labor.
  4. Elimination of discrimination with respect to employment or occupation

## LEVEL 2

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a social responsibility policy, which includes:
  - (1) union or non-poverty wages;
  - (2) respect for freedom of association and collective bargaining;
  - (3) safe and healthy working conditions; and
  - (4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
    - (5) health care benefits
    - (6) paid sick days;
    - (7) profit-sharing with all employees;
- Are Fair Trade Certified (for international products) 

## LEVEL 3

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a union contract with their employees; or
- Are a worker-owned Cooperative;  or
- Have signed the CIW Fair Food Supplier Code of Conduct;  or
- Are Food Justice-Certified by the Agricultural Justice Project;  or
- Are certified by the Equitable Food Initiative 

\* Scope of vendors and suppliers:

Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)

Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)

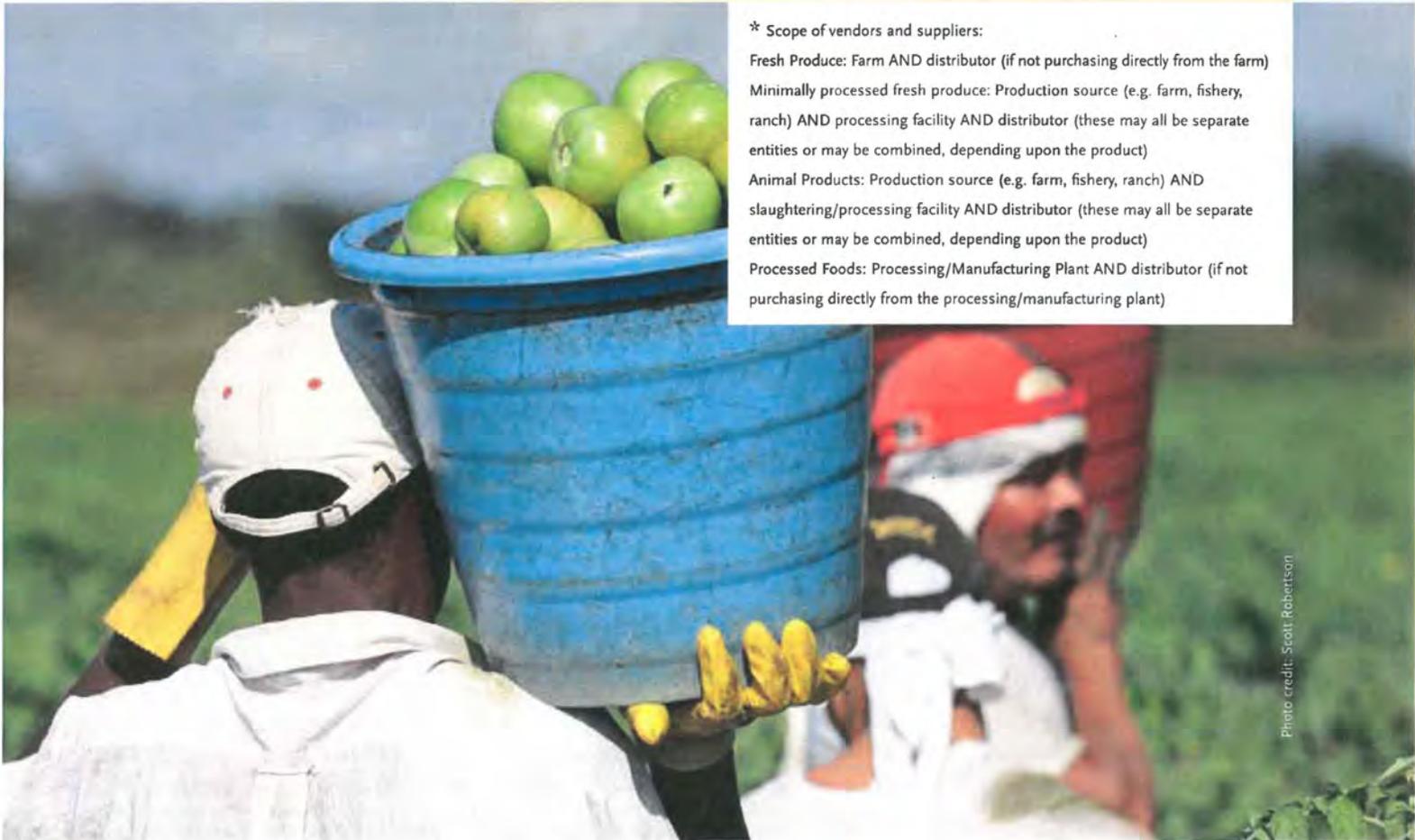


Photo credit: Scott Robertson

To be recognized as a Good Food purchaser, an institution scores one or higher in the Valued Workforce Category.

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	Year 1: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards. OR If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.	1
	Year 5: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.	1
<b>LEVEL 2</b>	Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources.	2
	Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation.	1
<b>LEVEL 3</b>	Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources.	3
	Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation.	1
<b>EXTRA POINTS (Applies to annual food purchases)</b>	Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.	1
	Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.	1

**Steps to Implementation:**

- Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).
- Ask your distributor to encourage suppliers to review the Agricultural Justice Project's toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.<sup>4</sup>

- Ask your distributor to develop long-term relationships with its suppliers and pay fair prices – review the Agricultural Justice Project's standards section on Food Business Responsibilities to Farmers.<sup>5</sup>

<sup>4</sup>[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

<sup>5</sup>[http://www.agriculturaljusticeproject.org/AJP\\_stnds\\_sect\\_1.pdf](http://www.agriculturaljusticeproject.org/AJP_stnds_sect_1.pdf)

# Value 4: Animal Welfare Purchasing Goals

## MILK & DAIRY

### LEVEL 1 — BASELINE

Produced from Pastured Cows;  
or  
USDA Organic 

### LEVEL 2

American Humane Certified 

### LEVEL 3

Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified   
Humane Raised and Handled®

## MEAT & POULTRY

### LEVEL 1 — BASELINE

Step 1 of Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
USDA Organic;   
or  
Cage-free eggs;  
or  
Pastured

### LEVEL 2

Step 2 of Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
American Humane Certified 

### LEVEL 3

Step 3 or higher of  
Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified  
Humane Raised and Handled®



Photo credit: Haan-Fu Chau

	YEAR 1 TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources. 2) 100% of all eggs are cage-free. OR if vendor and/or suppliers do not have current capacity to meet animal welfare purchasing goals, the vendor may submit a plan to achieve full compliance at least at baseline level by end of year one.	1
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 1 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>LEVEL 2</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources. 2) 100% of all eggs are cage-free.	2
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 2 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>LEVEL 3</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources. 2) 100% of all eggs are cage-free.	3
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 3 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>EXTRA POINTS</b> (Applies to annual food purchases)	Institution encourages plant based diets by offering 100% vegetarian and/or vegan options.	1
	50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.	1

**Steps to Implementation:**

- Request that your distributor buy and sell animal protein products that carry a third-party certification such as, Global Animal Partnership, produced from AGA Grass-Fed cows, Humane Farm Animal Care/Certified Humane Raised and Handled®, and Animal Welfare Approved (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Animal Welfare).

<sup>6</sup> If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.

## Value 5: Nutrition Goals

RFP EXHIBIT I

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category<sup>7</sup>

YEAR 1 TARGET	POINTS AWARDED
Fruits, vegetables, and whole grains account for at least 25% of total food purchases	1
Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price	1
To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added	1
To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) <sup>8</sup> or have "no salt added"	1
Prioritize the purchase of whole-grain, high-fiber options <sup>9</sup>	1
Prioritize offering plant-based main dishes at each meal service <sup>10</sup>	1
If meat is offered, prioritize the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork	1
If meat is offered, minimize the purchase of processed meats <sup>11</sup>	1
If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available	1
Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions <sup>12</sup>	1
At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces	1
Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered	1
Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking	1
Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions <sup>13</sup>	1
Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards	1
All pre-packaged food has zero grams trans fat per serving (as labeled)	1
Eliminate the use of deep frying	1
Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)	1
Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)	1
Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)	1

Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage	1
Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)	1
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide	1
Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) <sup>14</sup>	1
Develop a worksite wellness program including nutrition education for employees and/or patrons	1

**LEVEL 1 HEALTHY – MEETS 13–15 OUT OF 25**

**LEVEL 2 HEALTHY – MEETS 16–20 OUT OF 25**

**LEVEL 3 HEALTHY – MEETS 21–25 OUT OF 25**

**EXTRA POINTS HEALTHY – MEETS ALL 25 POINTS (1 POINT)**

<sup>7</sup>All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

<sup>8</sup>Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>9</sup>Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>10</sup>Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

<sup>11</sup>If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>12</sup>Low Sodium is 140 mg or less per RACC

<sup>13</sup>Low-Pat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

<sup>14</sup>Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

### ACCOUNTABILITY AND TRACEABILITY

An institution's Good Food purchases are generally limited by their produce and distribution firms because of their access to products carrying food safety approval. Compliance and/or meeting procurement objectives also fall to the produce and food distributors. Therefore bids and contracts should have clauses for ascertaining product traceability, identification, record keeping, and reporting. These clauses may already be accommodated in current Hazard Analysis & Critical Control Points (HACCP) and other third-party action plans.

The Purchaser should develop a customized program in partnership with their distributor and/or produce house to accomplish all of the traceability necessary for each purchaser's specific needs around Good Food purchases.



Sound Good Food bids could include the following accountability and traceability requirements for any produce or distribution firm:

- The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.
- If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.
- The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.
- Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain

## EDUCATION AND MARKETING

Marketing and education of Good Food are critical to building buy-in and support from employees, consumers, and other customers.

Educate and engage – Suppliers and their employees along the supply chain from farm to cafeteria need to be informed, educated, and encouraged to be active participants in creating a successful Good Food Purchasing Program. Successful implementation of these programs in food service settings depends on empowered food service workers in the kitchens and knowledgeable employees, students, or customers visiting the food service venue.

Communicate good work, helping to encourage growth in both the demand for and the supply of Good Food. Be a willing educator of patrons and colleagues.

## FINAL THOUGHTS

Food is only one facet of creating a Good Food community. Advocacy for Good Food venues involve several other components:

- Educational outreach both to staff and the surrounding community;
- Use of reusable and environmentally preferred non-reusable food service ware items and minimizing waste by adopting the waste hierarchy of reduce, reuse, and recycle ;
- Reducing energy use by installing energy-efficient equipment and making sure it is properly maintained and up-to-date;
- Supporting local farms, farmers' markets, and community supported agriculture;
- Food donation and waste reduction;
- Alignment of food vendor options with the facility's healthy, sustainable food program; and
- Responsible employer policies related to wages, benefits, and promotions for food service employees.

While this document focused on Good Food purchasing, we are happy to provide additional resources on other aspects of Good Food business implementation.





## APPENDIX A: Glossary of Terms

**Food Justice-Certified:** a domestic fair trade label by the Agricultural Justice Project that certifies fair prices and terms for farmers and at the same time fair working conditions for all employees in certified operations. The standards are rights-based, such as the right to freely negotiate the terms of employment and freedom of association, and a verification model that ensures a safe space is created in which workers can exercise those rights. Other key provisions of the program include strong health and safety protections, including a preference for organic production and strong restrictions on the use of occupational toxins when a farm is not organic; clear grievance and complaints procedures including the right to appeal; and standards covering living wages, housing conditions, and more.

Source: <http://www.foodfirst.org/en/node/3098>

Website: [www.agriculturaljusticeproject.org/standards.html](http://www.agriculturaljusticeproject.org/standards.html)

**American Humane Certified:** a voluntary, third-party animal welfare audit process based on five freedoms:

- Freedom from thirst and hunger – by ready access to fresh water and a diet to maintain full health and vigor
- Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area
- Freedom from pain, injury and disease – by prevention or rapid diagnosis and treatment
- Freedom to express normal behavior – by providing sufficient space, proper facilities and company of the animal's own kind
- Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering

Source: [http://www.naturalnews.com/028552\\_humane\\_animals.html#ixzz27nxDdilt](http://www.naturalnews.com/028552_humane_animals.html#ixzz27nxDdilt)

Website: <http://www.humaneheartland.org/our-standards>

**Animal Welfare Approved:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. The animals have access to the outdoors and are able to engage in natural behavior. No cages or crates may be used to confine the animals, and growth hormones and subtherapeutic antibiotics are disallowed. Some surgical mutilations, such as beak-mutilation of egg-laying hens, are prohibited, while others, such as castration without painkiller, are permitted. Compliance is verified through third-party auditing.

**Biodynamic:** a farming method that encourages the use of preparations made from fermented manure, minerals and herbs are used to help restore and harmonize the vital life forces of the farm and to enhance the nutrition, quality and flavor of the food being raised. Biodynamic practitioners also recognize and strive to work in cooperation with the subtle influences of the wider cosmos on soil, plant and animal health. Source/Website: <https://www.biodynamics.com/biodynamics.html>

**Cage Free:** This label indicates that the flock was able to freely roam a building, room, or enclosed area with unlimited access to food and fresh water during their production cycle. Beak cutting is permitted. There is no third-party auditing. Source: Agricultural Marketing Service, USDA; Humane Society

**Certified Humane Raised & Handled:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. Farm animal treatment standards include: Allow animals to engage in their natural behaviors; Raise animals with sufficient space, shelter and gentle handling to limit stress; Make sure they have ample fresh water and a healthy diet without added antibiotics or hormones. Producers also must comply with local, state and federal environmental standards. Processors must comply with the American Meat Institute Standards, a higher standard for slaughtering farm animals than the Federal Humane Slaughter Act. [www.certifiedhumane.com](http://www.certifiedhumane.com)

**Certified Organic:** Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA "Certified Organic" seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled "Made with Organic Ingredients," but cannot use the USDA "Certified Organic" seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. <http://www.ams.usda.gov/NOP/indexNet.htm>. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food "certified organic."

**CIW Fair Food Supplier Code of Conduct:** a set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.

Source: <http://fairfoodstandards.org/code.html>

**Cooperative:** An autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned and democratically controlled enterprise.

**Conventionally Grown:** Food grown using chemical fertilizers, pesticides, and herbicides. In most situations, default options are conventionally grown.

**Equitable Food Initiative Certified:** a program that certifies standards for working conditions, pesticide use and food safety. EFI's labor standards protect farm workers' health and safety; guarantee their freedom of association; provide fair compensation and conditions of employment; ensure non-discrimination and non-retaliation; create dispute settlement mechanisms; address housing conditions; establish a social premium; and cover workers on temporary visas. EFI's food safety standards address risks arising from land and water use, soil amendments, animal waste, and post-harvest packaging and transportation. Environmental standards focus on the safe management of pests, soil, water and habitat.

Website: <http://www.equitablefood.net>

**Family Farm:** A farm managed by a family or individual who owns the animals or land, receives a good portion of their livelihood from the farm, and participates in the daily labor to work and manage the farm. The USDA also defines a small family farm as having less than \$250,000 gross receipts annually.

Source: [http://www.nifa.usda.gov/nea/ag\\_systems/in\\_focus/familyfarm\\_if\\_overview.html](http://www.nifa.usda.gov/nea/ag_systems/in_focus/familyfarm_if_overview.html)

**Fair:** All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.

**Fair Trade:** A certified label that guarantees that farmers and their workers receive a living wage and a fair price for their labor and their product, and that the product is produced in an ecologically sound manner.

**Foodshed:** Like a watershed (where the idea of the foodshed takes its inspiration), a foodshed measures the reach of the local landscape in terms of its food production capacities. A foodshed's size is determined by its "structures of supply," the regional, economic, political, and transportation systems that determine how food gets from farm to table. The Los Angeles Urban Rural Roundtable, convened by the Roots of Change in 2010, defined the Los Angeles foodshed as the two hundred mile radius around the Los Angeles urban core, from which the region draws much of its food to feed the local population. This concept continues to evolve. As a starting point, we refer to the 200-mile threshold as the Los Angeles regional foodshed.

**Food Alliance Certified:** Organization that certifies producers based on healthy and humane animal treatment with no added growth promotants or sub-therapeutic antibiotics, soil and water conservation, integrated pest, disease and weed management, pesticide risk reduction, wildlife habitat and biodiversity conservation, safe and fair working conditions.

Website: <http://foodalliance.org/certification>

**Free Range:** A USDA-certified label that guarantees that animals (usually poultry) had room to move around and "access to the outdoors." These standards apply to poultry bred for eating only, not to hens that produce eggs. It does not guarantee that the animals ever went outside or that the outdoor space provided was good pasture.

**Good Food:** Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).

**Genetically Modified Organisms (GMOs):** In the context of food, GMOs are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

**Global Animal Partnership 5-Step Animal Welfare Rating standards:** a tiered standards program that encourages higher welfare practices and systems to the benefit of farmers, consumers, retailers, and the animals. Step 1 prohibits cages and crates. Step 2 requires environmental enrichment for indoor production systems; Step 3, outdoor access; Step 4, pasture-based production; Step 5, an animal-centered approach with all physical alterations prohibited; and, finally, Step 5+, the entire life of the animal spent on an integrated farm.

Website: <http://www.globalanimalpartnership.org/the-5-step-program/>

**Grassfed (American Grassfed Association (AGA) Certified):** This label ensures that animals have continuous access to pasture during the growing season (as opposed to being confined or eating grass out of a trough) and cannot be fed grain or grain products, which can diminish the nutritive benefits of grass feeding.

**Grassfed (USDA Certified):** Meat products derived from ruminant animals, e.g. beef cattle, dairy cattle, and lamb, may be approved to carry the USDA "grass-fed" label claim if the animal was fed a diet of grass and/or forage throughout its lifetime, with the exception of milk consumed prior to weaning. Animals cannot be fed grain or grain by-products and must have continuous access to pasture during the growing season (last frost in spring to first frost in fall). Use of hormones or antibiotics is not addressed.

**Hazard Analysis & Critical Control Points (HACCP):** HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Source: <http://www.fda.gov/food/foodsafety/hazardanalysiscriticalcontrolpointshaccp/default.htm>

**Healthy:** Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment. Food is delicious, safe, and aesthetically pleasing.

**Hormone Free:** Milk that comes from cows who have not been treated with rBST, also known as rBGH or bovine growth hormone.

**Integrated Pest Management (IPM):** IPM growers practice a variety of techniques: they apply natural substances like kelp, rock powders, and compost to keep crops disease resistant. They monitor trees and set traps to capture insects. Ideally, IPM growers use pesticides only as a last resort, when pest damage would keep them from bringing in a profitable crop.

**Large Scale Operation (LSO):** Large scale operations include all levels of the food supply chain. The size is defined by type of operation:

- LSO Farm — a farm larger than 499 acres (NOTE: LSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).
- LSO Food Business — A business (including food processors) whose three (3) year average annual gross revenues exceed \$7 million (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Living Wage:** A wage that allows workers to meet their and their families' basic needs, including housing, food, childcare, transportation, healthcare, clothing, and recreation costs for the area in which they live.

**Local:** The term "local" will vary depending on your location and what is available to you. The Los Angeles Food Policy Council has defined Los Angeles County's foodshed to span 200 miles, ten counties and touch over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange, and Los Angeles. The term "local" will vary depending on your location and what is available to you.

**Los Angeles Business Inclusion Program Definitions:**

- Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

- A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
- A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
- Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$3.5 million.

Source: <http://gsd.lacity.org/sms/BIP%20OUTREACH%20DOCUMENTATION%20&%20PROCESS.pdf>)

**Marine Stewardship Council certified:** an independent, non-profit organization that sets standards for sustainable fishing based on three principles:

- The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.
- Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.
- The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

Website: <http://www.msc.org/>

**Meatless Mondays campaign:** non-profit initiative of The Monday Campaigns, in association with the Johns Hopkins' Bloomberg School of Public Health that encourages people, groups and organizations to not eat meat on Mondays to improve their health and the health of the planet. The campaign provides information and vegetarian recipes ideas based on USDA nutritional guidelines on their website.

Website: <http://www.meatlessmonday.com/>

**Medium Scale Operation (MSO):** Medium scale operations include all levels of the food supply chain. The size is defined by type of operation:

- MSO Farm — a farm between 180 and 499 acres (NOTE: MSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).

- MSO Food Business — a business (including food processors) whose three (3) year average annual gross revenues fall between \$3.5 million and \$7 million. (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Non-GMO Project Verified:** is a verification program that seeks to assist farmers, processors and manufacturers in avoiding the contamination of GMO's by progressively reducing the risk of GMO contamination. The Project requires practices and processes for controlling GMO contamination by these at-risk inputs and ingredients. Methods such as segregation, traceability, risk assessment, sampling techniques, and quality control management are emphasized. Website: <http://www.nongmoproject.org/>

**Organic:** Food grown without the use of chemical pesticides, herbicides, or fertilizers. Animals must be fed organic feed and cannot be given antibiotics or growth hormones. Organic foods may not be genetically modified or irradiated or contain artificial preservatives or additives. Organic meats must come from animals that are "free range."

**PRIME (Pesticide Risk Mitigation Engine) score:** an online tool that ranks pesticide products for impacts on birds, earthworms, small mammals, aquatic ecosystems and worker/bystander health and safety. This tool applies best available science to permit producers, advisors and regulatory professionals to compare different pest management scenarios for any commodity and select options with the fewest potential environmental and health hazards. Risk is presented on a low/moderate/high scale. Risk index scores below a 10% chance of an undesirable effect to be in the low risk category, where no further risk mitigation is needed. Realistically, 10% is within the margin of error for our risk models. Risk index scores between 10% and 50% fall into the moderate risk category where risk mitigation is recommended. Risk index scores above a 50% chance of an undesirable effect fall into the high-risk category. Website: <http://ipmprime.org>

**Procurement:** The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.

**Protected Harvest certified:** a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: <http://www.protectedharvest.org/>

**“Raised without antibiotics” or “No antibiotics administered” (poultry and meat products):** These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**Raised without added hormones or “No hormones added” (beef and lamb only):** This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**rBGH-free or rBST-free (dairy):** Recombinant Bovine Growth Hormone is a genetically engineered artificial hormone, which is injected into cows to increase milk production. Labeling is voluntary. <http://www.foodandwaterwatch.org/take-action/consumer-tools/the-milk-tip/>

**Small Scale Operation (SSO):** Small scale operations include all levels of the food supply chain. The size is defined by type of operation:

- SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of “small farm,” which is classified by gross sales less than \$250,000.)

- SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed \$3.5 million.

(NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Source:** A source includes not only the food supplier that the purchaser does business with directly, but also all prior links in the supply, processing and production chain, starting with the farm. The supplier who is working directly with the purchaser will take good faith measures to ensure that, to the best of the supplier’s knowledge, the supplier’s sources also comply with the Good Food Purchasing Guidelines.

**Stewardship Index for Specialty Crops:** a multi-stakeholder initiative to develop a system for measuring sustainable performance throughout the specialty crop supply chain. The Index does not provide standards, but instead provides a yardstick for measuring sustainable outcomes by offering a suite of outcomes-based metrics to enable operators at any point along the supply chain to benchmark, compare, and communicate their own performance. The four key environmental indicators in the latest version are soil health and the use of nutrients, energy and water. Website: <http://www.stewardshipindex.org/>

**Sustainable:** Systems and practices that can be continued indefinitely into the foreseeable future without reliance upon ongoing depletion of non-renewable resources (e.g., soil, energy, biological diversity) or widening social inequities (within and across communities, countries, or generations). With respect to agriculture, the term can include, but is not limited to or synonymous with, certified organic production practices.

**Sustainable Seafood:** Seafood that comes from sources, either farmed or wild, that can maintain production indefinitely without affecting the integrity of the surrounding ecosystem.

**Transitional Organic:** This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.

---

**USDA Farm Classification System**

The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on "family farms," or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see <http://www.extension.org/pages/13823/usda-small-farm-definitions>

**Value Chain:** The Wallace Center differentiates food value chains from traditional supply food supply chains in the following way: New food value chains - 1) Operate as a series of win-win strategic partnerships rather than win-lose, interchangeable business deals; and 2) Differentiate products by attributes that traditional supply chains do not typically monitor or promote, such as the environmental and social benefits behind a particular producer's practices.

Source: [http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study\\_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf](http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf)

## APPENDIX B: Good Food Purchasing Resource Guide

### HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

#### Restaurants

**Green Seal™: GS 46 Restaurants & Food Service**  
<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=27>

**SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)**  
<http://www.sustainweb.org/ethicaleats/>

**Green Restaurant Association's: Dine Green**  
<http://www.dinegreen.com/restaurants/standards.asp>

**San Francisco Green Business Program Standards: Restaurants**  
[http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant\\_Checklist.pdf](http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant_Checklist.pdf)

#### Hospitals

**Green Guide for Health Care™ Food Service Credits**  
[http://www.noharm.org/us\\_canada/issues/food/planning.php#credits](http://www.noharm.org/us_canada/issues/food/planning.php#credits)

**Green Guide for Health Care™ Food Service Credits, "Environmentally Preferable Purchasing: Food Technical Brief"**  
[http://noharm.org/lib/downloads/purchasing/EPP\\_Food\\_Tech\\_Brief\\_GGHC.pdf](http://noharm.org/lib/downloads/purchasing/EPP_Food_Tech_Brief_GGHC.pdf)

**Health Care Without Harm's Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors**  
<http://www.healthyfoodinhealthcare.org/resources.php#purchasingguides>

**Healthier Hospitals Initiative**  
<http://healthierhospitals.org/hhi-challenges/healthier-food>

**Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy**  
<http://xnet.kp.org/newscenter/aboutkp/green/stories/2011/110811sustainablefood.html>

**Partnership for a Healthier America**  
<http://www.ahealthieramerica.org/#!/about-the-partnership>

#### Universities

**University of California Policy on Sustainable Practices: Sustainable Foodservices Policy (page 19)** [http://www.universityofcalifornia.edu/sustainability/documents/policy\\_sustain\\_prac.pdf](http://www.universityofcalifornia.edu/sustainability/documents/policy_sustain_prac.pdf)

**Yale Sustainable Food Purchasing Guide** [http://www.yale.edu/sustainablefood/purchasing\\_guide\\_002.pdf.pdf](http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf.pdf)

**Yale Sustainable Food Purchasing Guidelines**  
[http://www.yale.edu/sustainablefood/food\\_purchasing.html](http://www.yale.edu/sustainablefood/food_purchasing.html)  
**Emory University's Sustainable Food Initiative**  
<http://sustainability.emory.edu/page/1008/Sustainable-Food>

**Bon Appetit: General Sustainability Principles**  
<http://www.cafebonappetit.com/>

#### K-12 Schools

**Washington D.C: Healthy Schools Act of 2010**  
<http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf>

**Local Food Procurement for San Diego Unified School District**  
<http://www.sandi.net/site/Default.aspx?PageID=993>

**Local Fruit and Vegetable Sourcing in St. Paul's Public Schools- Lessons Learned and RFP**  
<http://food-hub.org/files/resources/>

**Sample Purchasing Guidelines – "Specs" Large Scale Scratch Cooking Environment- Chef Ann Cooper, Berkeley Unified School District**  
[http://www.thelunchbox.org/sites/default/files/SAMPLE\\_PURCHASING\\_GUIDELINES2.pdf](http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf)

**Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS**  
<http://www.schoolfoodfocus.org>

**Alliance for a Healthier Generation**  
<http://www.healthiergeneration.org/companies.aspx?id=5657>

**National Farm to School Network's list of resources on buying and selling local foods**  
<http://www.farmtoschool.org/publications.php?pt=buys>

### Federal, State and Municipal Government

General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations  
<http://www.gsa.gov/portal/content/104429>

Massachusetts State Agency Food Standards  
<http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/eo509-state-agency-food-standards.pdf>

City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco  
[http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy\\_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf](http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf)

New York City Agency Food Standards  
[http://www.cspinet.org/new/pdf/nyc\\_agency\\_food\\_standards.pdf](http://www.cspinet.org/new/pdf/nyc_agency_food_standards.pdf)

### General Background Resources

Sustainable Food Policy- A Guide to Developing Sustainable Food Purchasing Policy  
<http://www.sustainablefoodpolicy.org/>

Public Health Law and Policy: "Understanding Healthy Procurement: Using Government's Purchasing Power to Increase Access to Healthy Food"  
[http://www.phlpnet.org/sites/phlpnet.org/files/Understanding\\_Healthy\\_Procurement\\_2011.pdf](http://www.phlpnet.org/sites/phlpnet.org/files/Understanding_Healthy_Procurement_2011.pdf)

UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: "Emerging Local Food Initiatives in Northern California Hospitals"  
[http://www.sarep.ucdavis.edu/CDPP/fti/Farm\\_To\\_Hospital\\_WebFinal.pdf](http://www.sarep.ucdavis.edu/CDPP/fti/Farm_To_Hospital_WebFinal.pdf)

The Johns Hopkins Center for a Livable Future Health Care and Without Harm: "Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals"  
<http://www.jhsph.edu/bin/k/m/BMCReportFinal.pdf>

Centers for Disease Control and Prevention (CDC): "Improving the Food Environment Through Nutrition Standards: A guide for government procurement"  
[http://www.cdc.gov/salt/pdfs/dhdsp\\_procurement\\_guide.pdf](http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf)

Michigan Good Food Work Group Report Series: "Institutional Food Purchasing"  
<http://mlui.org/downloads/InstFoodPurchasingReport.pdf>

### LEARN MORE ABOUT GOOD FOOD SOURCING

#### Local

USDA's List of Certified Farmers' Markets  
<http://apps.ams.usda.gov/FarmersMarkets/Default.aspx>

See Appendix C for list of local product availability in LA (distributors and processors)

#### Environmental Sustainability

##### Consumer Reports

*Greener Choices: Eco-Labels Center*  
<http://www.greenerchoices.org/eco-labels/productArea.cfm?ProductCategoryID=174>

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm

*Third Party Certifiers for Sustainability in Food & Agriculture*  
<http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods>

##### Natural Resources Defense Council

*Label Lookup*  
<http://www.nrdc.org/living/labels/food.asp>

##### Meatless Monday Campaign Toolkits

<http://www.meatlessmonday.com/spread-the-movement/>

##### CCOF Certified Organic

*CCOF's Organic Online Directory*  
[http://www.ccof.org/cgi-bin/organicdirectory\\_search.cgi](http://www.ccof.org/cgi-bin/organicdirectory_search.cgi)

##### USDA Certified Organic

[www.ams.usda.gov/nop/](http://www.ams.usda.gov/nop/)

##### Food Alliance Certified

Online directory of certified producers and handlers  
<http://foodalliance.org/client-search>

##### Non-GMO Project Verified

<http://www.nongmoproject.org/take-action/search-participating-products/>

##### Stewardship Index for Specialty Crops

<http://www.stewardshipindex.org/>

**Sustainable Seafood****Blue Ocean Institute***Offers Ocean and seafood sustainability education for chefs*<http://www.blueocean.org>**Monterey Bay Seafood Watch List**[http://www.montereybayaquarium.org/er/SeafoodWatch/web/sfw\\_factsheet.aspx](http://www.montereybayaquarium.org/er/SeafoodWatch/web/sfw_factsheet.aspx)**Good Catch...The Essentials: Helping You Navigate Seafood Sustainability**[http://www.goodcatch.org.uk/site\\_media/uploads/Good\\_Catch...the\\_essentials\\_FINAL.pdf](http://www.goodcatch.org.uk/site_media/uploads/Good_Catch...the_essentials_FINAL.pdf)**Marine Stewardship Council**<http://www.msc.org/>**Marine Conservation Society***Buyers guide to sustainable seafood*<http://www.fishonline.org/>**The Institute for Fisheries Resources***List of local fish seasonality*<http://www.ifrfish.org/where/los-angeles-area>**Valued Workforce****United Farm Workers***List of farms with union contracts:*[http://www.ufw.org/\\_page.php?menu=organizing&inc=orga\\_label.html](http://www.ufw.org/_page.php?menu=organizing&inc=orga_label.html)**Agricultural Justice Project's Standards**<http://www.agriculturaljusticeproject.org/AJPStandardsJuly2010Final.pdf>**Agricultural Justice Project's Toolkit for Farmers***Sample labor policies and other resources to help farmers meet standards*[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)**Equitable Food Initiative***Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.*<http://www.equitablefood.net/#!home/mainPage>**Bon Appetit: Code of Conduct for Sustainable Tomato****Suppliers** <http://www.bamco.com/uploads/documents/CODE%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20TOMATO%20SUPPLIERS%20.pdf>**Domestic Fair Trade Association***DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:*<http://www.thedfta.org/index.php?c=evaluation>**Food Chain Workers Alliance***Statement on Social Certification*[http://foodchainworkers.org/?page\\_id=232](http://foodchainworkers.org/?page_id=232)**Restaurant Opportunities Center***National Diner's Guide**Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.*<http://rocunited.org/dinersguide/>**Fair World Project**<http://fairworldproject.org/>**Animal Welfare****Global Animal Partnership***Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:*<http://www.globalanimalpartnership.org/the-5-step-program/our-standards/>**Animal Welfare Approved***Online directory of certified farms*<http://www.animalwelfareapproved.org/product-search/>**Humane Farm Animal Care/Certified Humane Raised and Handled®***Online directory*<http://www.certifiedhumane.org/index.php?page=where-to-buy>**AGA Grass-Fed***AGA Producer Profiles*<http://www.americangrassfed.org/producer-profiles/>**Animal Welfare Approved***Food Labeling for Dummies**A guide to common food label terms and claims*[http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-for-Dummies-6\\_high-res.pdf](http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-for-Dummies-6_high-res.pdf)

---

**Nutrition**

U.S. Department of Agriculture (USDA): *Dietary Guidelines for Americans*

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Harvard School of Public Health: *Healthy Eating Plate*

<http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/>

USDA: *My Plate*

<http://www.choosemyplate.gov/print-materials-ordering/dietary-guidelines.html>

## APPENDIX C: Local Product Availability (Los Angeles)

Los Angeles wholesale distribution firms with locally sourced products:

### California Produce Wholesalers

6818 Watcher St.  
Commerce, CA 90040  
Telephone: (800) 460-9193  
Fax: (562) 928 3090

<http://www.californiaproducewholesalers.com/>



### FreshPoint Southern California

Locally Grown Division  
155 N. Orange Avenue  
City of Industry, CA 91744  
<http://www.freshpoint.com>



### Gold Star Foods

3781 E. Airport Drive  
Ontario, Ca. 91761  
Telephone: (800) 540-0215  
Fax: (866)802-1997

<http://www.goldstarfoods.com/default.asp>



### Heath & Lejeune

1417 South Eastman Avenue  
Commerce, CA 90023  
Telephone: (213) 614-1909  
<http://soullyorganic.com/>



### L.A. Specialty Produce

13527 Orden Drive  
Santa Fe Springs, CA 90670  
Telephone: (562) 741-2200  
Fax: (562) 741-2907

<http://www.laspecialty.com/index.html>



### Sunrise Produce Company

1400 Goodrich Blvd  
Commerce, CA 90022  
Telephone: (323) 726-3838

<http://www.sunriseproduce.com/index.html>



### West Central Produce

2020 East 7th Place  
Los Angeles, CA 90021  
Telephone: (800) 464-8349

[www.westcentralproduce.com](http://www.westcentralproduce.com)



### Worldwide Produce

1661 McGarry St.  
Los Angeles, CA 90021  
Telephone: (800) 300-2737  
Fax: (213) 741-1777

<http://www.wproduce.com/>



### Processing of locally sourced produce:

#### Field Fresh Foods

Locally Fresh Foods  
14805 South San Pedro Street  
Gardena, CA 90248  
Telephone: (800)411-0588

<http://www.fieldfre>





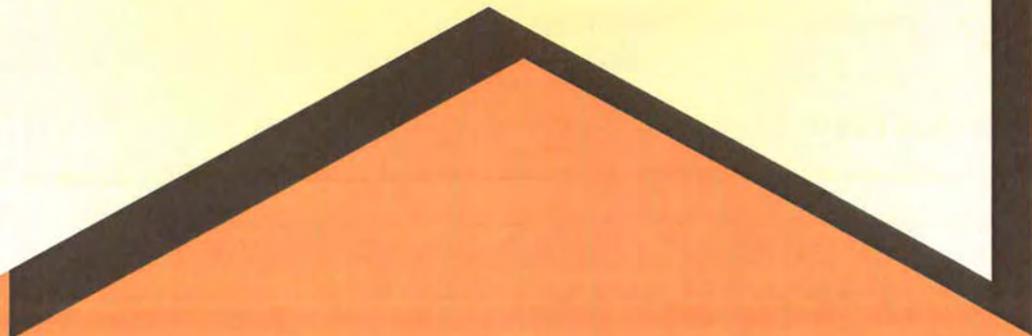
Tomatillo  
\$3/lb

Small  
Pumpkins  
\$2.50/lb  
Also  
Yellow  
Pumpkins  
\$2.50/lb

Mama  
Tomatoes  
\$2.50/lb

RFP EXHIBIT I

[www.goodfoodla.org](http://www.goodfoodla.org)



Los Angeles Food Policy Council  
**Good Food Purchasing Pledge**



RFP EXHIBIT I

**Baseline Data Collection Plan for Good Food Purchasing Institutions**  
**Year 1**

The list below details all deliverables requested in Year One of the Good Food Purchasing Policy. Information collected will help assess your baseline purchasing practices and will be used to develop goals and action plans for continued progress. Information will be updated annually. All forms will be provided in toolkit and electronically. Documents should be submitted to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).

DELIVERABLE	DEADLINE
✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting	March 2014
✓ Sign Good Food Purchasing Pledge	(Within one month)
✓ Submit Food Service Operations Overview Form <ol style="list-style-type: none"> <li>1. Total annual dollar amount of food purchases by food category (including beverages)</li> <li>2. Food service contracts terms (i.e. renewal dates) and vendor names</li> <li>3. Existing monitoring and compliance plans</li> </ol>	Within one month of signing Good Food Purchasing Pledge
✓ Submit copy of signed Contractor Code of Conduct forms from food service vendors acknowledging that all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards.	Within one month of signing Good Food Purchasing Pledge
✓ Complete Baseline Assessment: Nutrition Guidelines in Food Service Institutions	Within one month of signing Good Food Purchasing Pledge
✓ Provide three-month detailed purchasing inventory for five food categories (see Good Food Purchasing Tracking form): <ul style="list-style-type: none"> <li>• Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>• For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (brand or label – or farm if possible)</li> <li>• Include up to three months of data</li> </ul>	Within two months of signing Good Food Purchasing Pledge
✓ Complete First Draft of Five-Year GFPP Action Plan (see template)	Within four months of signing Good Food Purchasing Pledge
✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting	Summer 2014
✓ Submit final Five-Year GFPP Action Plan to LAFPC	Within eight months of signing Good

Los Angeles Food Policy Council  
**Good Food Purchasing Pledge**



RFP EXHIBIT I

	Food Purchasing Pledge
--	------------------------

**Ongoing Data Collection Plan for Good Food Purchasing Institutions**  
*Years Two through Five*

DELIVERABLE	DEADLINE
<ul style="list-style-type: none"> <li>✓ Submit quarterly inventory of food purchases by product category                             <ul style="list-style-type: none"> <li>▪ Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>▪ For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (to farm level)</li> </ul> </li> </ul>	January April July October
<ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>	Winter
<ul style="list-style-type: none"> <li>✓ Update Food Operations Overview, Nutrition Assessment and/or Contractor Code of Conduct forms as necessary</li> </ul>	March
<ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>	Summer
<ul style="list-style-type: none"> <li>✓ Submit Report on Policies, Practices and Progress to LAFPC</li> </ul>	August
<ul style="list-style-type: none"> <li>✓ LAFPC submits Annual Report on Implementation to City Administrative Officer</li> </ul>	October

# Food Service Operations Overview



Please submit this form to Colleen McKinney ([cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org)).

1. Total annual dollar amount of food purchases by food category (including beverages).

Annual Food Purchases by Product Category	
Food Category	Annual Purchase Amount (\$)
Fruit & Vegetables <ul style="list-style-type: none"> <li>• <i>Fresh</i></li> <li>• <i>Frozen</i></li> <li>• <i>Canned</i></li> </ul>	
Milk & Dairy	
Meat & Poultry	
Seafood	
Grains & Legumes (beans, rice, quinoa etc)	
Other Products (packaged foods, bakery items etc)	
Beverages	
<b>TOTAL ANNUAL FOOD PURCHASES</b>	

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

Department Food Service Contracts	Vendor Name	Contract Renewal Dates

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).

---



---



---

**CITY OF LOS ANGELES  
CONTRACTOR CODE OF CONDUCT**

**RFP EXHIBIT I**

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.
- (b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

\_\_\_\_\_  
Signature of Officer or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Print Company Name, Address and Phone Number

**Value 5: Nutrition** – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

### Baseline Assessment: Nutrition Guidelines in Food Service Institutions

This baseline assessment will measure your institution's compliance with the nutrition category of the Good Food Purchasing Guidelines. All nutrition goals listed below may not apply to all types of food service institutions. Each food service institution will be eligible for points towards the Good Food Purchasing Pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), as well as other leading health organizations. The below nutrition goals will be reviewed and revised periodically to ensure they meet current dietary science and take into consideration program implementation.

Please answer each question below. If box is checked YES, please provide detail on how your institution meets this guideline. If NO, please state why not and if box is checked N/A, please explain why. **Send your self-assessment to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

Nutrition Goals	Yes/No/NA	Description: If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why.
1. Do fruits, vegetables, and whole grains account for at least 25% of food purchases?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
2A. Are seasonal fruits sourced to ensure best taste, quality, and price?	Y <input type="checkbox"/> N <input type="checkbox"/>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

	N/A <input type="checkbox"/>	
2B. Are seasonal vegetables sourced to ensure best taste, quality, and price?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3A. Does your institution to the greatest extent possible prioritize the purchase of whole fruit before purchasing frozen and/or canned fruit in its own juice with no sugars added?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3B. When fruits are whole, are they purchased without added sugar?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3C. Is canned fruit in its own juice with no sugars added?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
4A. Does your institution to the greatest extent possible prioritize the purchase of whole vegetables without added sodium and fat before purchasing frozen and/or canned vegetables that are low sodium or have "no salt added"?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

4B. Are vegetables purchased whole, without added sodium and fat?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
4C. Are canned vegetables low sodium (per FDA definitions) <sup>1</sup> or have "no salt added"?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
5. Does your institution prioritize the purchase of whole-grain, high-fiber options <sup>2</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
6. Does your institution prioritize offering plant-based main dishes at each meal service <sup>3</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
7. If meat is offered, is the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>1</sup> Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>2</sup> Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>3</sup> Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions RFP EXHIBIT I

8. If meat is offered, is the purchase of processed meats <sup>4</sup> minimized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
9A. If dairy products are offered, is the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners) prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
9B. If milk is offered, are soy, rice, or other non-dairy milk alternatives without added sweeteners available?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
10A. If juice is offered, is the purchase of juice that is 100% fruit juice with no added sweeteners prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
10B. Is the purchase of all vegetable juice to be Low Sodium as per FDA definitions <sup>5</sup> prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>4</sup> If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>5</sup> Low Sodium is 140 mg or less per RACC

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

11. Do at least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) contain ≤ 25 calories per 8 ounces?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
12. Is drinking water (preferably cold tap water in at least 12 ounce cup sizes) offered?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
13. Has your institution eliminated the use of hydrogenated and partially hydrogenated oils for cooking or baking?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
14. Are Low Fat and/or Low Calorie and/or Low Sodium condiments offered as per FDA definitions <sup>6</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
15. Has your institution committed to developing and implementing a gradual sodium reduction plan* that meets current Dietary Guidelines for Americans (DGA) standards?  * A gradual sodium reduction plan is a guide to assist in reducing sodium gradually over time by a set of defined criteria, in food procured, sold, or distributed by any food service entity; this can include restaurants, snack shops, vending, cafeterias, and other types of food service venues.	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>6</sup> Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

<p>16. Does all pre-packaged food have zero grams <i>trans</i> fat per serving (as labeled)?</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	
<p>17. Has your institution eliminated the use of deep frying?</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	
<p>18. Is the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) prioritized?</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	
<p>19. Are water, diet drinks (drinks that do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products displayed in eye level sections of beverage cases? (if applicable)</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	
<p>20. Has your institution prioritized the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers? (if applicable)</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	
<p>21. Are fruit with no-added sweeteners and non-fried vegetable offerings highlighted with signage?</p>	<p>Y <input type="checkbox"/>  N <input type="checkbox"/>  N/A <input type="checkbox"/></p>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

22. Has your institution removed candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase? (if applicable)	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
23. Does your institution's menu list the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24A. Does your institution prioritize the use of 10" or smaller plates for all meals?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24B. Does your institution prioritize making available reduced-size portions of at least 25% of menu items offered?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24C. Does your institution prioritize offering reduced-size portions at a lower price than regular-sized portions <sup>7</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>7</sup> Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

**Baseline Assessment: Nutrition Guidelines in Food Service Institutions**

RFP EXHIBIT I

<p>24D. Are other portion control strategies prioritized in your institution?</p>	<p>Y <input type="checkbox"/>                  N <input type="checkbox"/>                  N/A <input type="checkbox"/></p>	
<p>25. Does your institution have a worksite wellness program including nutrition education for employees and/or patrons?</p>	<p>Y <input type="checkbox"/>                  N <input type="checkbox"/>                  N/A <input type="checkbox"/></p>	

## FRUIT & VEGETABLE PURCHASING DATA

(insert quarter, year)

Food Type	Total Order Information					Distributor
	# Cases	\$/Case	Total Cost	Product Detail (Example: brand, grower, supplier)	Location	
<b>Total Fruits &amp; Vegetables</b>			\$0.00			



## Five-Year GFPP Action Plan | TEMPLATE

The tiered, points based scoring system outlined in the Good Food Purchasing Guidelines allows participants to choose which level of commitment best suits the Good Food goals of their organization. The guidelines require that a baseline be met for each value, but an institution can receive additional points by making even greater commitments in each value category. Participants are awarded one to five stars based on their total score. To maintain their star rating over time, participating institutions are expected to increase the amount of Good Food they purchase each year.

In Year One of the program, Good Food Purchasing Institutions (GFPI) will develop a five-year action plan that describes their purchasing goals and objectives, based on the baseline purchasing practices measured at the time of pledge adoption. The action plan should include measurable deliverables and benchmarks from Years One through Five. The multi-year action plan will serve as a guide for future annual progress reports. The components of a successful action plan, including the any forms to be submitted, are described below. **Submit final action plan and chart to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

### SECTION ONE: Year One – Baseline Assessment

#### ***Introduction & Purpose***

Summarize in a few sentences your institution's interest and involvement in the Good Food Purchasing Program.

#### ***Food Service Operations Overview (SUBMIT FORM)***

Using the *Food Service Operations Overview* form, describe your operation, including:

- Total purchases for each food category: fruits & vegetables, milk & dairy, meat & eggs, seafood, grains & legumes, other products (packaged foods, bakery products, etc.), and beverages.
- Total annual food purchases
- Food service contract terms (i.e. renewal dates) and vendor names
- Existing monitoring & compliance plans included in contracts

#### ***GFPP Tracking Sheet (SUBMIT FORM)***

Using the *GFPP Tracking Sheet* or the inventory sheet supplied by your vendor(s), provide the following information for each product:

- Food type
- Volume purchased
- Cost per unit
- Source: include brand or label and plant location. Wherever possible, include the name of the farm or ranch where the item was produced
- Any known certifications or product claims associated with each product

#### ***Summary of Current Best Practices & Recent Achievements***

Highlight any existing best practices or key procurement achievements within your institution. This may include:

- Recent product shifts or commitments (e.g. 100% cage free eggs, direct relationship with local growers)
- Existing healthy and/or sustainable food service initiatives (e.g. trayless dining, compostable dishware, Healthy Picks program)
- Staff trainings or continued learning opportunities related to food service, culinary arts, nutrition, etc.

#### ***Current Challenges***

In your work to improve your food service operation, what have been the greatest challenges to success? What obstacles might continue to slow progress?



## SECTION TWO: Years Two through Five

### ***2-5 Year Plan Goals***

Outline the institution's overall long-term goals for the Good Food Purchasing Program (e.g. earn three-star rating by third year of program).

### ***Objectives & GFPP Five-Year Action Plan Chart (SUBMIT FORM)***

Identify the objectives your institution will focus on to reach your desired rating (i.e. achieve Level 3 Environmental Sustainability by Year Two, Level 2 in Valued Workforce by Year Four, and maintain Level 1 in all other categories). In each category section, identify any changes you will make to your purchasing that will allow you to meet your desired level in that category. For each of the five value categories, explain your institution's objective, benchmarks, and timeline for completion (see template attached).

## Template: GFPP Five-Year Action Plan Chart – For Good Food Purchasers

RFP EXHIBIT I

**Target:** The Good Food Purchasing Pledge harnesses the purchasing power of major institutions to encourage greater production of sustainably produced food, healthy eating habits, respect for workers' rights, humane treatment of animals and support for the local business economy by providing new opportunities for small and mid-sized farmers and job creation along the supply chain.

**Directions:** Use this document as a planning guide for implementing the Good Food Purchasing Guidelines. For each value, you only need to choose one objective from one level. Each Level corresponds with the numeric value. For example, achieving Level 1 would earn you 1 point, Level 2 = 2 points, and so on. If your institution is unable to reach the baseline level for any value category in Year 1, you may submit a plan detailing your goals for achieving baseline compliance within one year.

### Value 1: Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region

	Objective	Benchmarks	Activities	Timeframe	Points
Level 1 = 1 Point	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Within 200 miles (or 10 SoCal counties) and large scale operations (&gt;500 acre farms) OR</li> <li>▪ In California AND medium scale operations (180-499 acre farms) OR</li> <li>▪ Outside of California AND small scale operations (&lt;180 acre farms)</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Level 2 = 2 Points	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Local within 200 miles (or 10 SoCal counties) AND medium scale operations OR</li> <li>▪ Within California AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Level 3 = 3 Points	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Local within 200 miles (or 10 SoCal counties) AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Extra Points = 1 Point Each	5% of annual average of total cost of food purchases comes from microenterprise farms (<100 acres) and located within 200 miles.				
	1% of annual average of total cost of food purchases is grown/raised and processed in Los Angeles County.				
	Food is purchased directly from farmer-owned businesses.				
	Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).				
	50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.				
	At least 25% of prepared seafood sourced from small and or local fleets.				
<b>Total Local Economies Points:</b>					

**Value 2: Environmental Sustainability – Source from producers that employ sustainable production systems**

**RFP EXHIBIT I**

	Objective	Benchmarks	Activities	Timeframe	Points
Level 1 = 1 Point	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> participate in Stewardship Index for Specialty Crops; OR PRiME score has no high risk components for Integrated Pest Management Practices</li> <li>• <b>Milk &amp; Dairy:</b> No antibiotics, and rBGH/rBST free</li> <li>• <b>Meat &amp; Poultry:</b> Cage-free eggs, or Pasture raised, or USDA Grassfed; OR No antibiotics</li> <li>• <b>Seafood:</b> No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Pesticide-free</li> </ul>				
Level 2 = 2 Points	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> PRiME score indicates low-risk for Integrated Pest Management Practices; OR Protected Harvest certified, OR participate in Stewardship Index for Specialty Crops with targets for annual improvement, OR Non-GMO Project Verified, or Food Alliance Certified</li> <li>• <b>Milk &amp; Dairy:</b> Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Meat &amp; Poultry:</b> AGA Grassfed, OR Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Seafood:</b> Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Food Alliance Certified, OR Non-GMO Project Verified</li> </ul>				
Level 3 = 3 Points	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources, No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> USDA Organic; OR Biodynamic</li> <li>• <b>Milk &amp; Dairy:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Seafood:</b> Marine Stewardship Council certified; OR 100% of fish listed as "Best Choice" in the Seafood Watch Guide</li> <li>• <b>Grains:</b> USDA Organic</li> </ul>				

Extra Points = 1 Point Each Points	Institution participates in "Meatless Mondays"				
	A minimum of 75% of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide OR certified by the Marine Stewardship Council.				
	50% annual average of total cost of food purchases comes from environmentally sustainable sources.				
<b>Total Environmental Sustainability Points</b>					

**Value 3: Valued Workforce** – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption

Objective	Benchmarks	Activities	Timeframe	Points
<p><b>Level 1 = 1 Point</b></p> <p>All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):</p> <ol style="list-style-type: none"> <li>1. Freedom of association and the right to collective bargaining.</li> <li>2. Elimination of all forms of forced or compulsory labor.</li> <li>3. Abolition of child labor.</li> <li>4. Elimination of discrimination with respect to employment or occupation</li> </ol>				
<p><b>Level 2 = 2 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from farms with social responsibility policies, which includes:</p> <ul style="list-style-type: none"> <li>• union or non-poverty wages</li> <li>• respect for freedom of association and collective bargaining</li> <li>• safe and healthy working conditions</li> <li>• prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:</li> <li>• health care benefits</li> <li>• paid sick days</li> <li>• profit-sharing with all employees, OR</li> </ul> <p>Are Fair Trade Certified (for international products) 15% annual average of total cost of food purchases by Year 5.</p>				
<p><b>Level 3 = 3 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from combination of sources, including suppliers that:</p> <ul style="list-style-type: none"> <li>• Have a union contract with their employees, OR</li> <li>• Are a worker-owned Cooperative, OR</li> <li>• Have signed the CIW Fair Food Supplier Code of Conduct, OR</li> <li>• Are Food Justice-Certified by the Agricultural Justice Project, OR</li> <li>• Are certified by the Equitable Food Initiative</li> </ul> <p>15% annual average of total cost of food purchases by Year 5.</p>				
<p><b>Extra Points = 1 Point Each</b></p> <p>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</p>				
<p>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</p>				
<p><b>Total Valued Workforce Points:</b></p>				

**Value 4: Animal Welfare – Provide healthy and humane care for livestock**

	Objective	Benchmarks	Activities	Timeframe	Points
<b>Level 1 = 1 Point</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Produced from Pastured Cows OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR USDA Organic, OR Cage-free eggs; OR Pastured</li> </ul>				
<b>Level 2 = 2 Points</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> American Humane Certified</li> <li>• <b>Meat &amp; Poultry:</b> Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR American Humane Certified</li> </ul>				
<b>Level 3 = 3 Points</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Animal Welfare Approved, OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> <li>• <b>Meat &amp; Poultry:</b> Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> </ul>				
<b>Extra Points = 1 Point Each</b>	Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options.				
<b>Extra Points = 1 Point Each</b>	50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.				
<b>Total Animal Welfare Points:</b>					

**Value 5: Nutrition – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.**

Objective	Benchmarks	Activities	Timeframe	Points
Fruits, vegetables, and whole grains account for at least 25% of total food purchases				
Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price				
Purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added				
Purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have "no salt added"				
Prioritize the purchase of whole-grain, high-fiber options				
Prioritize offering plant-based main dishes at each meal service				
If meat is offered, prioritize the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork				
If meat is offered, minimize the purchase of processed meats				
If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available				
Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions				
At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 oz				
Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered				
Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions				
Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards				
All pre-packaged food has zero grams trans fat per serving (as labeled)				
Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)				
Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low				

Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)				
Eliminate the use of deep frying				
Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage				
Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)				
Develop a worksite wellness program including nutrition education for employees and/or patrons.				
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010				
Prioritize portion control strategies, if applicable (e.g. utilizing 10" or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions)				
Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)				
Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking				
Level 1 (1 Point) – Meets 13 – 15 out of 25				
Level 2 (2 Points) – Meets 16 – 20 out of 25				
Level 3 (3 Points) – Meets 21 – 25 out of 25				
<b>Total Nutrition Points:</b>				
<b>GRAND TOTAL GFPP POINTS</b>				

Good Food Purchasing Commitment Levels		
Stars Awarded	Good Food Purchaser Status Level	Number of Points Needed
★	Good Food Purchaser – One Star	5 - 9
★★	Good Food Purchaser – Two Stars	10 - 14
★★★	Good Food Purchaser – Three Stars	15 - 19
★★★★	Good Food Purchaser – Four Stars	20 - 24
★★★★★	Good Food Purchaser – Five Stars	25+

# EXHIBIT E

## Insurance Requirements

Form Gen. 146 (Rev. 3/99)

### Required Insurance and Minimum Limits

Name: Hilltop Nursery School, Inc.

Date: 04/12/2017

Agreement/Reference: for the management and operation of a recreation child development and childcare cent at Bellevue Recreation Center  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

Other: Provided to Raymond Chang @ RAP

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES  
INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

Indication of compliance with statute, such as Workers' Compensation Law.

Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self-Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

EXHIBIT F

Standard Provisions for City Contracts (Rev. 03/09)

**[Document Follows This Page]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

PSC-1	<u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u> .....	1
PSC-2	<u>NUMBER OF ORIGINALS</u> .....	1
PSC-3	<u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u> .....	1
PSC-4	<u>TIME OF EFFECTIVENESS</u> .....	2
PSC-5	<u>INTEGRATED CONTRACT</u> .....	2
PSC-6	<u>AMENDMENT</u> .....	2
PSC-7	<u>EXCUSABLE DELAYS</u> .....	2
PSC-8	<u>BREACH</u> .....	2
PSC-9	<u>WAIVER</u> .....	3
PSC-10	<u>TERMINATION</u> .....	3
PSC-11	<u>INDEPENDENT CONTRACTOR</u> .....	4
PSC-12	<u>CONTRACTOR'S PERSONNEL</u> .....	4
PSC-13	<u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u> .....	5
PSC-14	<u>PERMITS</u> .....	5
PSC-15	<u>CLAIMS FOR LABOR AND MATERIALS</u> .....	5
PSC-16	<u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u> .....	5
PSC-17	<u>RETENTION OF RECORDS, AUDIT AND REPORTS</u> .....	5
PSC-18	<u>FALSE CLAIMS ACT</u> .....	6
PSC-19	<u>BONDS</u> .....	6
PSC-20	<u>INDEMNIFICATION</u> .....	6
PSC-21	<u>INTELLECTUAL PROPERTY INDEMNIFICATION</u> .....	6

**TABLE OF CONTENTS (Continued)**

<b>PSC-22</b>	<b><u>INTELLECTUAL PROPERTY WARRANTY</u></b> .....	<b>7</b>
<b>PSC-23</b>	<b><u>OWNERSHIP AND LICENSE</u></b> .....	<b>7</b>
<b>PSC-24</b>	<b><u>INSURANCE</u></b> .....	<b>8</b>
<b>PSC-25</b>	<b><u>DISCOUNT TERMS</u></b> .....	<b>8</b>
<b>PSC-26</b>	<b><u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u></b> .....	<b>8</b>
<b>PSC-27</b>	<b><u>NON-DISCRIMINATION</u></b> .....	<b>8</b>
<b>PSC-28</b>	<b><u>EQUAL EMPLOYMENT PRACTICES</u></b> .....	<b>9</b>
<b>PSC-29</b>	<b><u>AFFIRMATIVE ACTION PROGRAM</u></b> .....	<b>11</b>
<b>PSC-30</b>	<b><u>CHILD SUPPORT ASSIGNMENT ORDERS</u></b> .....	<b>15</b>
<b>PSC-31</b>	<b><u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u></b> .....	<b>16</b>
<b>PSC-32</b>	<b><u>AMERICANS WITH DISABILITIES ACT</u></b> .....	<b>17</b>
<b>PSC-33</b>	<b><u>CONTRACTOR RESPONSIBILITY ORDINANCE</u></b> .....	<b>18</b>
<b>PSC-34</b>	<b><u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u></b> .....	<b>18</b>
<b>PSC-35</b>	<b><u>EQUAL BENEFITS ORDINANCE</u></b> .....	<b>18</b>
<b>PSC-36</b>	<b><u>SLAVERY DISCLOSURE ORDINANCE</u></b> .....	<b>19</b>
<b>EXHIBIT 1</b>	<b>INSURANCE CONTRACTUAL REQUIREMENTS</b> .....	<b>20</b>

## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve **CONTRACTOR'S** subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### **PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

### **PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

### **PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

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

	Limits
<p><input type="checkbox"/> <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> </div>	<p>WC _____ EL _____ <i>Statutory</i> _____</p>
<p><input type="checkbox"/> <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p><input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)</p>	_____
<p><input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)</p>	_____
<p><input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	_____
<p><input type="checkbox"/> <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	_____
<p><input type="checkbox"/> <b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b></p> <p><input type="checkbox"/> <b>Crime Insurance</b></p>	<p>100 % of Contract Price</p> <p>_____</p>
<p><b>Other:</b> _____</p> <p>_____</p> <p>_____</p>	

Site Map

Bellevue Recreation Center



Recreational Child Development and Child Care Center Area



**BOARD REPORT**

NO. 17-114

DATE May 17, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER

* AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept the donation as noted in the Summary of this Report and direct Department of Recreation and Parks staff to give appropriate recognition to the donor,
2. Deposit funds into the EXPO Center Donation, Fund 302 Department 89 Account SP89837M, and
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to make any technical changes, as may be necessary to effectuate the intent of these funds.

SUMMARY

EXPO Center received Ten Thousand, One Hundred Forty Dollars and Twenty-Six Cents (\$10,140.26) from the Friends of EXPO Center (Friends) to be used to offset the cost of EXPO Center staff training and development. The Friends provide funds for specialized educational, recreational and cultural programs through foundation grants. These foundations require progress reports, to include program statistics, evaluations, program goals, as well as outcome and milestone reporting. This type of reporting and program development requires specific training for EXPO Center staff. These skills contribute to positive program growth at EXPO Center, which leads to increased grant opportunities.

The Friends of EXPO Center was established as a 501(c) organization in 1998 to develop the site of the 1932 Los Angeles Olympic Swimming Stadium and construct a state-of-the-art recreational and community center. Today, a thirty-two (32) member volunteer board comprised of community and business leaders continues to provide strategic support and fiscal assistance to EXPO Center.

BOARD REPORT

PG. 2 NO. 17-114

The donation of Ten Thousand, One Hundred Forty Dollars and Twenty-Six Cents (\$10,140.26) provides funds to be used for EXPO Center staff training and development, including but not limited to, expenses for transportation, lodging, registration and conference fees, as well as on-site training.

FISCAL IMPACT STATEMENT

Acceptance of this donation has no impact on RAP's General Fund.

This Report was prepared by Belinda Jackson, Executive Director, EXPO Center

**BOARD REPORT**

NO. 17-115

DATE May 17, 2017

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: REIMBURSEMENT OF SALARIES AND RELATED EXPENSES FROM THE MUNICIPAL RECREATION PROGRAM FUND AND GRANT FUND ACCOUNTS – RESOLUTION FOR FISCAL YEAR 2017-2018**

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

V. Israel \_\_\_\_\_  
for N. Williams EC

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Authorize the City Controller to reimburse the Department of Recreation and Parks' (RAP) budgetary accounts for salaries and related expenses by transfer of expenditures from RAP's budgetary accounts to the appropriate Recreation and Parks Grant Fund accounts, Departmental Capital Improvement accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and the Recreation and Parks Municipal Recreation Program (MRP) Fund for Fiscal Year 2017-2018.

SUMMARY

Fees are collected from participants to pay for programming in sports, classes, childcare, camping, special events, and additional hours of operation on a facility-by-facility basis. The salaries for RAP staff that run these programs are paid initially from RAP's operating budget. Adoption of this Resolution will authorize the Chief Accounting Employee to request the Controller to reimburse RAP's budgetary accounts. Reimbursement comes from the MRP accounts into which the fees are deposited.

RAP manages many capital improvement projects and grant programs which provide funds for salaries and related expenses. These funds are used to employ personnel who administer these projects. In addition, many of these capital projects are constructed and/or installed by RAP forces. Their salaries and related expenses are paid from RAP's budgetary accounts. It is necessary to transfer these expenditures to the appropriate accounts on a periodic basis so that RAP's budgetary accounts are not overspent. This annual Resolution will avoid the necessity of many separate Board actions.

BOARD REPORT

PG. 2

NO. 17-115

FISCAL IMPACT STATEMENT

RAP's General Fund would be depleted without reimbursement of expenses from the Recreation and Parks Grant Fund accounts, Departmental Capital Improvement accounts, other Special Accounts, City General Fund Capital accounts for Departmental projects, and the Recreation and Parks Municipal Recreation Program Fund that should actually be charged for these expenses.

This Report was prepared by Noel D. Williams, Chief Financial Officer, Finance Division.

**BOARD REPORT**

**NO. 17-116**

DATE MAY 17, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: REIMBURSEMENT FOR PETTY CASH, EXPENSES, AND REFUND RESOLUTIONS FOR FISCAL YEAR 2017-2018

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

V. Israel \_\_\_\_\_  
for N. Williams EC

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Adopt the Resolutions set forth in the Summary of this Report in order to smoothly transition financial operations into Fiscal Year 2017-2018.

SUMMARY

The Board of Recreation and Parks Commissioners shall have the power to control, appropriate and expend all money in the Recreation and Parks Fund (per City of Los Angeles Charter, Sec. 591 (b)). In order to provide authorities for certain types of expenditures from the Recreation and Parks Fund, it is necessary that the following Resolutions be adopted for Fiscal Year ending June 30, 2018.

BE IT RESOLVED, that authority is hereby granted to reimburse the Petty Cash Fund in the Department of Recreation and Parks for reimbursements made to staff entitled the same during the Fiscal Year ending June 30, 2018.

BE IT RESOLVED, that authority is hereby granted to advance to or to reimburse officers and employees of the Department of Recreation and Parks for traveling and personal expenses incurred in connection with their official duties for the Fiscal Year ending June 30, 2018.

BE IT RESOLVED, that authority is hereby granted to reimburse officers and employees of the Department of Recreation and Parks for carfare, telephone, mileage, parking, and transportation expenses incurred in connection with their official duties for the Fiscal Year ending June 30, 2018.

BE IT RESOLVED, that authority is hereby granted to the General Manager of the Department of Recreation and Parks to make refunds on the Recreation and Parks fund to persons entitled to the same during the Fiscal Year ending June 30, 2018.

BE IT RESOLVED, that the General Manager is hereby authorized to incur and to be

BOARD REPORT

PG. 2

NO. 17-116

reimbursed for such miscellaneous work related expenditures as may be necessary in the course of conducting Department of Recreation and Parks business for taxi fares, parking fees, and other job related expenses in the amount not to exceed Two Thousand Dollars (\$2,000.00) for the Fiscal Year ending June 30, 2018.

BE IT FURTHER RESOLVED, that such expenditures shall be properly vouched on regular City accounting forms by the General Manager and certified by the Chief Accounting Employee.

FISCAL IMPACT STATEMENT

There is minimal fiscal impact to the Department of Recreation and Parks' General Fund because most of these expenditures come from special funds.

This Report was prepared by Noel D. Williams, Chief Financial Officer, Finance Division.

**BOARD REPORT**

DATE May 17, 2017

NO. 17-117  
C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TRANSFER OF EXPENDITURES TO BOGDANOVICH TRUST FUND FOR FISCAL YEAR 2017-2018

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

V. Israel \_\_\_\_\_  
for N. Williams FC

  
General Manager

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

RECOMMENDATION

That the Board adopt a Resolution authorizing the City Controller to transfer expenditures for sports and other activities associated with the Martin J. Bogdanovich Recreation Center from Municipal Sports Account, Fund 301, Department 88, to Recreation and Parks, Fund 302, Department 89, Bogdanovich Trust Account 89050K, for Fiscal Year 2017-2018.

SUMMARY

The Department of Recreation and Parks (RAP) received a donation of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) from several members of the Bogdanovich family in August 1998. It is the donors' wish that income generated from these funds be used for recreation programming activities with an emphasis on sports. The disbursement of funds for sports activities is generally transacted through Fund 301 – Municipal Sports Account (Department 88, Account 88031M, MRPXX375, Bogdanovich Recreation Center.) Expenditures for expenses such as, but not limited to, scoreboards, uniforms, and play equipment are initially posted in Fund 301 and are then transferred to Fund 302, Department 89, Account 89050K for reimbursement, with approval by the Bogdanovich Advisory Committee, which was established by the family to oversee the use of the trust funds.

FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund as this is a cash flow mechanism used to reimburse RAP's Municipal Sports Account (Fund 301, Department 88) for expenditures related to sports and other eligible activities, as approved by the Bogdanovich Advisory Committee, from the Bogdanovich Trust Account (Fund 302, Department 89, Account 89050K). Expenses not approved by the Bogdanovich Advisory Committee will not be reimbursed from the Bogdanovich Trust Account and will be covered from fees collected under the Bogdanovich Recreation Center Account in the Municipal Sports Account.

This Report was prepared by Noel Williams, Chief Financial Officer, Finance Division.



**BOARD REPORT**

NO. 17-118

DATE: May 17, 2017

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: JOY PICUS CHILD CARE CENTER – TUITION RATE AND FEE INCREASE FOR FISCAL YEAR 2017-18

* AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS

1. Approve a 3.5% tuition rate and fee increase for the Joy Picus Childcare Center located within City Hall South, in accordance with Contract No. 3538 between the City of Los Angeles and Mount Washington Preschool and Childcare Centers, Inc.; and,
2. Approve the proposed monthly tuition rates and fees page for Fiscal Year (FY) 2017-18, as attached hereto, with such rates and fees to be effective July 1, 2017.

SUMMARY

Mount Washington Preschool and Childcare Centers, Inc. (MWPC) has successfully operated the Joy Picus Child Care Center (Center) since July 1, 2009; located within City Hall South at 111 East First Street, Los Angeles 90012. MWPC primarily serves the children of City employees at the Center, but also offers such services to the general public contingent upon available space. Although City Hall South is not dedicated park property, the Department of Recreation and Parks (RAP) oversees Contract No. 3538 (Contract) pursuant to prior Board and City Council approval. The Board awarded the current Contract to MWPC in March of 2015, and executed the Contract on January 6, 2016. The Contract has a term of five years, commencing July 1, 2015 and expiring June 30, 2020, with one five-year option to extend at the discretion of the RAP General Manager. Upon award and approval of the Contract in 2015, the Board also approved a tuition increase of 3.5% (effective July 1, 2015), from the prior tuition rate that had been in place from July 1, 2012 through June 30, 2015.

Pursuant to the terms and conditions of the Contract (Section 6.10), MWPC may submit an annual written request to RAP for authorization to increase the tuition and fees for the upcoming fiscal year. The written request must include substantiation for the requested increase and the proposed increase cannot exceed a maximum of 3.5% per year. All proposed tuition and fee increases are subject to approval by the Board. More recently, the Board also approved a 3.5%

## BOARD REPORT

PG. 2

NO. 17-118

increase for FY 2016-17 on July 13, 2016 (Report No. 16-149), which became effective August 1, 2016.

The RAP Partnership Division received the current request first by email on April 24, 2017, then subsequently by letter dated April 26, 2017, attached hereto as Attachment 1. The MWPCCC correspondence also included the proposed tuition and fee schedule attached hereto as Attachment 2, reflecting a 3.5% increase from the FY 2016-17 Tuition and Fee Schedule. The proposed FY 2017-18 rate sheet has been reviewed by RAP staff to ensure it does not exceed the 3.5% maximum allowable increase over the previous fiscal year, as allowed by the Contract. As with the FY 2016-17 tuition and fee increase request, MWPCCC has cited as justification for the requested rate increases, that in order to meet the City's required minimum wage of Fifteen Dollars (\$15.00) per hour by the year 2020, MWPCCC is required to increase teacher salaries by 3.5% each year during the initial five-year term of the Contract. Consequently, in order to be able to pay the increasing salaries, as well as maintain the ability to recruit and retain quality teachers and staff, MWPCCC will also be required to increase tuition and fees by 3.5% annually throughout the remainder of the Contract's initial term. MWPCCC also conveyed in their letter that the proposed FY 2017-18 tuition and fee increases are supported by Joy Picus Parent Advisory Committee, as well as the parents of Center enrolled children.

Pursuant to the MWPCCC's written request outlining the reasons for the requested tuition and fee increase, RAP staff recommends that the Board approve the proposed increase and attached FY 2017-18 Tuition and Fee Schedule.

### FISCAL IMPACT STATEMENT

Approving the tuition and fee increases has no impact to RAP's General Fund as all tuition and fees are retained by MWPCCC to offset childcare center operating expenses.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Mount Washington Preschool and Childcare Centers, Inc. Letter
- 2) Joy Picus Child Development Center Proposed FY 2017-18 Monthly Tuition and Fee Rates



**Mount Washington  
Preschool and  
Child Care  
Center, Inc.**

April 26, 2017

Department of Recreation and Parks  
Central Service Yard – Partnership Division (M.S. 628-9)  
Attn: Joel Alvarez, Sr. MA II  
3900 Chevy Chase Drive  
Los Angeles, CA 90039

RE: Joy Picus Child Development Center Contract Number 3538

Dear Mr. Alvarez:

The Joy Picus Child Development Center is having a great year. We are doing so many amazing things for the children of the City of Los Angeles employees as well as the community children too. The center is going through re-accreditation through the National Association for the Education of Young Children (NAEYC). This is a very high honor, and only a few centers have such distinction.

On April 3, 2017, we emailed you the Joy Picus Child Development Center budget for fiscal year 2017-2018. That budget has a reserve of \$678, and includes the proposed tuition increase of 3.5% and wage increases of 3.5%. If we do not receive the proposed tuition increase, our budget will be negative.

We are proposing a tuition increase of 3.5% in order to meet the City's required minimum wage of \$15 per hour by 2020. We will be increasing teacher salaries by 3.5% each year, commencing July 1, 2016. To be able to meet this increased minimum wage requirement, we will need tuition increases of 3.5% each year.

Through my research, I found that of the accredited centers in the downtown area, the Joy Picus Child Development Center's tuition is lower than many other centers. The average tuition rates per month are: Infant \$1,591, Toddler \$1,402, Preschool 1 (age 2-3) \$1,219 and Preschool 2 (age 3-5) \$1,061. The directors that I have spoken to that have the same tuition as the Joy Picus Child Development Center are raising their tuition by 3.5% or higher to meet the upcoming required minimum wage of \$15 per hour.

We request that this tuition increase be approved, effective July 1, 2017. This tuition increase is supported by the PAC and the parents. They understand it is needed to meet the increased minimum wage requirement and that it will help us to be able to recruit and retain quality teachers. We will need to distribute letters to the parents no later than June 1 in order to give them the proper 30-day notice.

We appreciate your consideration of this tuition rate increase matter, and look forward to hearing from you as soon as possible.

Thank you,

Tamara Brown, MA  
Executive Director  
Mount Washington Preschool and  
Child Care Center, Inc.

4601 N. Figueroa Street  
Los Angeles, CA 90065

[323.222.7114](tel:323.222.7114) Phone

[323.222.7116](tel:323.222.7116) Fax

Tel: 323.222.7114  
Fax: 323.222.7116

4601 N. Figueroa St.  
Los Angeles, CA 90065

**JOY PICUS CHILD DEVELOPMENT CENTER****2017 - 2018 Monthly Tuition Rates**

Effective: July 1, 2017

Waiting List Fee: To be paid at the time application is turned in (non-refundable): \$ 77.00  
 Enrollment Fee: To be paid at the time of enrollment: \$ 133.00

Infants - Ratio 3:1	City Rate	Community Rate
5 days per week	\$ 1,285.00	\$ 1,329.00
4 days per week	\$ 1,144.00	\$ 1,187.00
3 days per week	\$ 864.00	\$ 895.00
2 days per week	\$ 578.00	\$ 599.00
Extra day of care (when available)	\$ 77.00	\$ 77.00

Toddlers - Ratio 4:1	City Rate	Community Rate
5 days per week	\$ 1,260.00	\$ 1,304.00
4 days per week	\$ 1,122.00	\$ 1,164.00
3 days per week	\$ 845.00	\$ 876.00
2 days per week	\$ 566.00	\$ 587.00
Extra day of care (when available)	\$ 77.00	\$ 77.00

Preschool I - Ratio 6:1	City Rate	Community Rate
5 days per week	\$ 1,112.00	\$ 1,176.00
4 days per week	\$ 973.00	\$ 1,022.00
3 days per week	\$ 753.00	\$ 788.00
2 days per week	\$ 530.00	\$ 566.00
Extra day of care (when available)	\$ 77.00	\$ 77.00

Preschool II - Ratio 8:1	City Rate	Community Rate
5 days per week	\$ 945.00	\$ 1,044.00
4 days per week	\$ 863.00	\$ 917.00
3 days per week	\$ 669.00	\$ 719.00
2 days per week	\$ 471.00	\$ 509.00
Extra day of care (when available)	\$ 77.00	\$ 77.00

Hours of Operation: 6:30AM - 6:00PM Monday through Friday

Holidays/Closure Days: Closed all City Holidays & other days per schedule provided annually

- Tuition is due by the first (1st) of every month.
- If the 1st is on a holiday or weekend, then tuition is due on the NEXT business day.
- A \$10.00 per day late fee will be applied to tuition received after the 1st of the month.
- A \$1.00 per minute late pick-up fee will be applied for late pick-up after 6:00PM.
- There are no tuition credits or adjustments for illness, holidays, vacations or circumstances beyond our control.

**PLEASE MAKE CHECKS PAYABLE TO: MWPCCC**

**BOARD REPORT**

NO. 17-119

DATE May 17, 2017

C.D. 13

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WASHINGTON IRVING MIDDLE SCHOOL - AMENDMENT TO JOINT USE AGREEMENT AND DEVELOPMENT AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE RESTORATION OF THE MULTI-USE SYNTHETIC SPORTS FIELD AND RUNNING TRACK LOCATED WITHIN THE JOINT USE AREA OF THE CAMPUS CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,11d), AND CLASS 3 (6) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE, DEMOLITION AND REMOVAL OF EXISTING ACCESSORY STRUCTURES AND CONSTRUCTION OF NEW ACCESSORY STRUCTURES)

*AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS:

That the Board:

1. Approve a proposed project to restore the multi-use synthetic sports field and adjacent running track at Washington Irving Middle School (Project) estimated at Seven Hundred Twenty-Five Thousand, Five Hundred Dollars (\$725,500.00), to be performed by on-call, pre-qualified Department of Recreation and Parks (RAP) contractors, funded through Community Development Block Grant (CDBG) funds awarded to RAP in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00);
2. Approve a proposed Amendment to the Joint Use Agreement (JUA) between RAP and the Los Angeles Unified School District of Los Angeles County (District) for joint use of certain portions of Washington Irving Middle School (Campus), herein included as Attachment 1, to (i) address the restoration of the multi-use synthetic sports field and adjacent running track located within the joint use area of the Campus, (ii) document the use of the CDBG funding and incorporate associated grant requirements into the JUA, (iii) change the term of the original JUA from thirty (30) years to eight years from the date

BOARD REPORT

PG. 2 NO. 17-119

of completion of the Project, (iv) establish responsibilities for JUA area maintenance and Warranty enforcement if necessary, and (iv) incorporate three new sections into the JUA as further described in the Summary of this Report;

3. Approve a proposed Development Agreement, herein included as Attachment 2, between the City of Los Angeles and District, stipulating the terms and conditions for the restoration of the multi-use synthetic sports field and adjacent running track at the Campus, to be performed or caused to be performed by RAP at no cost to District through said CDBG funding;
4. Find that the proposed Project to restore the synthetic sports field and adjacent running track at Washington Irving Middle School is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
6. Authorize RAP staff to make necessary changes to the Amendment and Development Agreement to carry out the intent of the proposed actions of this Report, subject to the approval of the City Attorney;
7. Direct the Board Secretary to transmit the Amendment and Development Agreement 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 Amendment and authorize the General Manager or Designee to execute the Development Agreement upon receipt of the necessary approvals.

SUMMARY:

On June 4, 1998, a Joint Use Agreement (JUA) was executed between the City of Los Angeles (City) through the Department of Recreation and Parks (RAP), and the Los Angeles Unified School District (District), for joint use of an approximate 0.13-acre portion of Washington Irving Middle School (Campus), located at 3010 Estara Avenue in the community of Glassell Park. On March 2, 2000, the City entered into a Proposition K (Prop-K) Grant Agreement with the District for Prop-K funding in the amount of One Million, Three Hundred Seventy-Five Thousand, Seven Hundred Dollars (\$1,375,700.00), which the District used to develop a passive park referred to commonly as the "joint use area" within the School Campus, consisting of a picnic area and open green space (natural turf) with trees and adjacent restrooms located along the Fletcher Drive side of the Campus, and a multi-use synthetic sports field and adjacent running track located within the southeast area of the Campus, as depicted by the aerial map attached hereto as Attachment 3.

## BOARD REPORT

PG. 3 NO. 17-119

The original JUA carried a term of thirty (30) years, which commenced on the date of the joint use project's completion on or about May 20, 2003; and established the current expiration date of May 20, 2033. Since completion of their development in 2003, the synthetic multi-use sports field and running track (collectively, "Field") have been heavily used by Campus students and the general public through RAP programming and permitting to third-party groups and organizations. Although approximately only fourteen (14) years of the 30-year JUA term has passed, it has been determined by RAP and the District that the useful life of the Field has elapsed. The Field is currently unusable due to worn and torn surface materials that present significant hazards to public safety. On August 27, 2014, the District issued written correspondence attached hereto as Attachment 4, informing RAP of the Field's condition and restricting any further athletic activities on the Field. At that point in response to the situation and various inquiries, complaints, and concerns expressed by the public and users of the Field to RAP, the District, and Office of the Thirteenth Council District Office (CD-13), RAP and the District began discussions to identify funding and determine necessary steps and the best manner in which to restore the Field for the benefit and enjoyment of the students and general public.

Through extensive discussions among RAP, the District, CD-13, the Bureau of Engineering Prop-K Group, and the Housing Community Investment Department (HCID), funding in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) was identified through the HCID-administered CDBG program to fund the restoration of the multi-use synthetic sports field and running track (referred to herein as "Project"). However, in order to not only address financial requirements associated with the proposed Project, the various agencies involved also discussed and determined what administrative and legal requirements associated with implementing the Project would need to be addressed considering the life of the Field had run out. Approximately nineteen (19) years still remain on the existing JUA, and the Prop-K Grant Agreement is also still in effect for nineteen (19) years as well. It was determined that the true life of a new synthetic surface field would need to be taken into account, which by normal industry standards for today's synthetic fields is approximately eight years, and that the existing JUA and Prop-K Grant Agreement would need to be amended to reflect the eight-year Field life span, along with other agreed upon terms and conditions such as ongoing maintenance, and to address any needed future Field restoration or repair, if necessary during the eight-year term. The Prop-K Grant Agreement between the District and City shall be amended by the Bureau of Engineering Prop-K Group (BOE), as RAP is not a party to the Grant Agreement. For purposes of transparency and confirmation of responsibilities between RAP and the District, it was determined that a Development Agreement would also need to be processed and executed, to clearly stipulate the terms and conditions for the restoration of the Field at RAP's expense and no cost to the District, in exchange for the District's ongoing maintenance of the JUA area(s).

With the Board's approval of the proposed Amendment to the existing JUA as proposed, the following actions will help to ensure the future enjoyment and benefit of students and the public at the Campus over the next eight years:

- In **Section 1 (Funding)**, reflect the City Council's approval and authorization on April 28, 2016 (CF 15-1041) to use CDBG funding in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00), along with additional City funding if necessary to be

## BOARD REPORT

PG. 4 NO. 17-119

identified by CD-13, for the restoration of the Field at the Campus in accordance with the terms and conditions of the proposed Development Agreement between RAP and District;

- In **Section 3 (License and Term)**, reduce the number of remaining years of the term of the current JUA, from approximately 19 years to eight years, to coincide with an amendment to the Prop-K Grant Agreement between District and City, as well as with the anticipated life span of the proposed new Field;
- In **Section 6 (District Maintenance)**, establish future maintenance responsibilities for the District and RAP, which essentially entail the District being responsible for the day-to-day and annual maintenance of the Field for the eight-year term commencing upon completion of the Project, and RAP purchasing and providing to the District a synthetic surface grooming machine which the District will use to perform the required maintenance. Additionally, RAP will assign an eight-year warranty to the District for the AstroTurf materials used to restore the Field, and shall assist the District in exercising the warranty if necessary.
- Insertion of three new JUA sections, as follows:

**Section 22 - Identification of Project Eligibility/National Objection**, documents the use of Community Development Block Grant (CDBG) funding must be used for specific purposes to meet at least one of three national objectives, which in this case is the objective of activities benefitting low to moderate income persons.

**Section 23 - Use of Facilities and Improvements**, specifies that the Field will be used for recreational purposes throughout the eight-year term of the JUA and what the ramifications would be if use deviates from such purposes, and stipulates that certain reports regarding the use of the Field must be submitted to HCID by RAP and the District.

**Section 24 – Program Income**, stipulates that all revenues derived from Field operations, programs, or other sources, must be reported to HCID by RAP and the District.

### DEVELOPMENT AGREEMENT

The proposed Development Agreement memorializes the roles and responsibilities of the District and City during the construction phase of the Project only, as it specifically stipulates necessary approvals, use of funds, timelines, the contract award(s) process, and other construction related specifications. The Development Agreement expires upon completion of the Project.

The Project consists only of the restoration of the Field (multi-use synthetic sports field and running track) and provision of the grooming machine for the District's use in maintaining the

## BOARD REPORT

PG. 5 NO. 17-119

Field once completed. Once the City completes the Field, the District is required to maintain the sports field and running track for a period of eight years following the City's issuance of a Certificate of Completion. As part of the District's ongoing maintenance obligation, RAP will assign an eight-year warranty to the District for the AstroTurf materials used to restore the Field, and shall assist the District in exercising the warranty if necessary. Given that this is a high priority project for CD-13, the Council Office has committed to identifying additional funding to complete the Project if necessary; however, such additional funding would only be required if unforeseen circumstances were to be encountered during the construction phase of the Project. Given that this is a basic synthetic field project, RAP staff does not anticipate any issues with the restoration of the Field. The Development Agreement does allow both parties to terminate the Agreement if issues arise that render the Project infeasible.

The Project has already been sent out for bid to RAP's on-call, pre-qualified contractors. The current cost estimate which already includes some monies for contingency purposes is less than the CDBG grant amount. The CDBG grant amount is Seven Hundred Five Thousand Dollars (\$750,000.00), and the current cost estimate for the Project is approximately Seven Hundred Twenty-Five Thousand, Five Hundred Dollars (\$725,500.00), which leaves an additional Twenty-Four Thousand, Five Hundred Dollars (\$24,500) available for unforeseen contingencies.

With the Board's approval of the Development Agreement, RAP staff will be authorized to proceed with the implementation of the Project through CDBG funding and if necessary, additional City funding to be identified by CD-13.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of modifications to existing facilities involving negligible or no expansion of use, of the removal of existing accessory structures and the construction of appurtenant structures. Therefore, RAP staff recommends that the Board determine that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1,11d) and Class 3 (6) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of by the Board. The

Assistant General Manager of Recreational Services Branch and Superintendent of the Metro Region, along with the Office of CD-13, support the staff recommendations set forth in this Report.

### FISCAL IMPACT STATEMENT:

Approval of Amendment No. 1 to the Washington Irving Middle School JUA, and approval of the Development Agreement, shall have no impact on the RAP General Fund as Project costs will be paid through CDBG funding and additional alternate sources identified by CD-13 if necessary.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division,

BOARD REPORT

PG. 6 NO. 17-119

with input from RAP's Planning Division and Contracts Section.

LIST OF ATTACHMENTS

- 1) Proposed Amendment No. 1 to Joint Use Agreement
- 2) Proposed Development Agreement
- 3) Aerial Site Map – Washington Irving Middle School
- 4) Los Angeles Unified School District Letter (dated August 27, 2014)

**This AMENDMENT No. 1 TO JOINT USE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF WASHINGTON IRVING MIDDLE SCHOOL**

THIS AMENDMENT No. 1 to JOINT USE AGREEMENT, ("Amendment No. 1"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE CITY OF LOS ANGELES, a municipal corporation, by and through its BOARD OF RECREATION AND PARK COMMISSIONERS, hereinafter called CITY, and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("LAUSD or the DISTRICT"). The CITY and LAUSD shall be collectively referred to herein as the "Parties".

**RECITALS**

This Amendment No. 1 is made with reference to the following facts and objectives:

A. LAUSD owns that certain real property located at 3010 Estara Ave, City of Los Angeles, County of Los Angeles, State of California, as more particularly depicted on Exhibit A attached hereto (herein "Land" or "Campus"). The Campus is occupied by Washington Irving Middle School.

B. The Parties entered into that certain Joint Use Agreement, dated June 4, 1998, concerning the Parties joint use of the Campus ("Joint Use Agreement"). Per the terms of the Joint Use Agreement, the CITY occupies a portion of the Land ("Joint Use Area") and shares the use of the Joint Use Area with the school.

C. The Parties entered into that certain Proposition K Grant Agreement, as amended, dated March 2, 2000 ("Grant Agreement") concerning the construction of a sports field and running track, consisting of an active play area including a multi-use natural turf sports field, outdoor lighting for safety and security and an ADA restroom adjacent to the active play area ("Proposition K Project") at the Campus.

D. A portion of the Proposition K Project, specifically, the sports field and running track are in need of restoration and LAUSD has determined that the sports field and running track are unsafe for use by students and the public and must be repaired and replaced. The CITY, through its Department of Recreation and Parks ("RAP"), has agreed to act as project manager for the repair and replacement of the sports field and running track at the Campus.

E. The restoration of the sports field and running track shall be paid for via a Community Development Block Grant ("CDBG") awarded to CITY and along with other CITY funding sources, if necessary.

F. The CITY, at its sole cost and expense, through the use of the aforementioned CDBG funds, intends to replace the all-weather turf sports field and running track (the "Project"), in accordance with the construction plans as defined in the Development Agreement between the Parties entered into concurrently with this Amendment No. 1.

G. Once the CITY completes construction of the Project, LAUSD agrees to maintain the entire Proposition K Project for a period of eight (8) years following the CITY's issuance of a certificate of completion for the Project. Maintenance obligations are contained in the Grant Agreement, as amended. Additionally, maintenance obligations are also listed in the Joint Use Agreement.

H. The CITY and DISTRICT desire to cooperate in establishing, jointly operating, and maintaining the Proposition K Project in order that the greatest public use for recreational activities will arise from the operation of the improvements (both existing and the new Project) for the benefit, education, amusement, convenience and enjoyment of the public.

I. The recitals contained in the Grant Agreement, as amended and the Joint Use Agreement are deemed incorporated herein as if set forth in full.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein and the performance thereof, the Parties now desire to amend the Joint Use Agreement via this Amendment No. 1, to reflect the CDBG requirements and updated terms of use as follows:

1. **Section 1 FUNDING** of the Joint Use Agreement, is hereby amended to reflect the CDGB grant funding for the Project. All other aspects of the original Proposition K Project have been completed and only the funding for the Project (restoration of the sports field and adjacent running track) is at issue. Section 1 is amended and shall now read in part as follows:

The CITY has entered into grant agreements with the United States Department of Housing and Urban Development, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the CITY. City Council File Number 14-1382 dated May 15, 2015, approved the 41st Program Year Action Plan and authorized a total of Seven Hundred and Fifty Thousand Dollars (\$750,000) in CDBG funding (in the form of a service repayment loan) for the payment of Eligible Costs related to the Project. The Project, which is the subject of this Amendment No. 1, has been established by the CITY as one of the above-described programs, and has been approved by the Los Angeles City Council and the Mayor. The CITY shall provide \$750,000 in CDBG funds for the cost of the Project.

2. **Section 3 LICENSE AND TERM** of the Joint Use Agreement, is hereby amended to reflect the new term of the Grant Agreement service and maintenance period. Paragraph 2 of Section 3 shall now read as follows:

CITY'S rights to utilize the facilities shall be for a period of eight (8) years from the date of completion of the Project as approved by the City or accepted by the DISTRICT (the "Initial License Period"), and the Parties shall make reasonable efforts to extend the Initial License Period (the "Extended License Period(s)") by amending or supplementing this Agreement upon similar covenants and conditions set forth herein.

3. **Section 6 DISTRICT MAINTENANCE** of the Joint Use Agreement, is hereby amended to reflect the new service and maintenance. Section 6 is amended and shall now read in part as follows:

CITY represents it is purchasing synthetic turf from AstroTurf for the Project and as part of its purchase, CITY will receive a warranty of eight (8) years ("**Warranty**"). CITY shall assign the Warranty to LAUSD with the intention that LAUSD shall have the right to exercise said Warranty as if it was the original purchaser of the synthetic turf. CITY shall cooperate with and assist LAUSD in exercising the Warranty; provided, that if necessary, CITY shall take the lead on enforcing the Warranty and LAUSD shall cooperate with and assist CITY. CITY represents it has insurance that will cover the restored sports field in the event the useful life of the Project is less than eight (8) years. During the Eight (8) year period of said Warranty and insurance, should the field fail, the field would be restored, repaired or replaced, as necessary, to the original design specifications under the coverage of the Warranty and/or Insurance.. Should LAUSD change the specifications for synthetic fields, at its own volition, in any way including the type and/or density of the turf mat or the infill material, LAUSD shall be responsible for any additional costs to restore the field to the new specifications. However, should local, state or Federal codes change in any way that result in the need for revisions to the current specifications, the City shall be responsible for any additional costs not covered under Warranty and/or Insurance to bring the restored/repaired/replaced field to current code. . CITY represents it shall provide LAUSD with the machine necessary to groom and maintain the synthetic turf ("**Grooming Machine**"). The Warranty and Grooming Machine are part of the CDBG funding for the Project and will be provided to LAUSD at no cost and expense to LAUSD. LAUSD shall maintain the Project beginning on the date the Project is available for use and shall expire on that date eight (8) years after the Project is available for use.

4. A new Section 22 entitled **Identification of Project Eligibility/National Objection** shall be added. Section 22 shall read as follows:

22. IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVE:

This Project is eligible under 24 CFR 570.201 (c) et seq., Public Facilities and Improvements. All projects funded with HCDBG funds must meet one (1) of three (3) national objectives. This Project meets the national objective of activities benefiting low-moderate income ("LMI") persons under 24 CFR 570.208(a) as an area-wide benefit project affecting 57.36 percent LMI persons as indicated in the 2010 Census. Any fees charged for services or donations must not restrict or limit accessibility or services to low and moderate income individuals or families.

5. A new Section 23 entitled **Use of the Facilities and Improvements** shall be added. Section 23 shall read as follows:

23. USE OF THE FACILITIES AND IMPROVEMENTS:

The Parties recognize that it is in the best interest of all concerned that the restored facility be utilized for the intended purpose of providing services to City residents of primarily low and moderate income or limited clientele in accordance with Part IV, §570.208 of the Community Development Block Grant Rules and Regulations, and without regard to race, religion, national origin, ancestry, sex, and where applicable, to age, or physical handicap.

- A. LAUSD shall utilize the facility for recreational purposes.
  - a. The facility shall be utilized for such purpose(s) for a period of eight (8) years from the date of completion of the Project as approved by the CITY or accepted by the DISTRICT.
  - b. In the event that the facility is not utilized for its stated purpose and specified duration of time, as set forth above, the CITY shall be reimbursed the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-grant funds expended on improvement to the property; and the CITY shall use these funds to reimburse the CDBG line of credit.
  
- B. RAP shall submit to the City of Los Angeles Housing + Community Investment Department (HCIDLA) on a quarterly calendar period the following information on the CITY approved report format - Quarterly Participant Report Form and a narrative report - which shall be due on the 10<sup>th</sup> day of the calendar month following the end of the preceding quarterly period:
  - a. The total number of clients served per quarter during the reporting period and the number served for each type of activity.
  - b. The types of services provided and dates of each, including any modifications in services provided. Photographs may optionally be included.
  - c. Status of any building upkeep or maintenance problems, that prevents or hampers the continuation of the aforementioned client services and, if any, a corrective action plan, including costs, tasks, and timetables.
  - d. Status of any program modifications previously approved in the aforementioned client services and, if any, a corrective action plan including tasks, costs, and timetables.
  
- C. Any modifications to the aforementioned use of the facility, and/or hours and days of operation must be reviewed and approved by the CITY prior to the implementation by LAUSD. In the event that the CITY determines that LAUSD has changed the use of the facility within the meaning of 24 CFR 570.505, to a use that the City has not approved in advance and in writing, the CITY may require LAUSD under 24 CFR 570.505(b) to pay the CITY an amount equal to the current fair market value of the Property, less any portion of that value attributable to expenditures of non-CDBG funds for the improvements to the Property.

6. A new Section 24 entitled Program Income shall be added. Section 24 shall read as follows:

24. PROGRAM INCOME:

- A. Program income is defined as income earned through the activities funded by this Agreement, as more fully defined in 2 CFR 200.80, 24 CFR 85.25 and 24 CFR 570.500(a). Program income includes, but is not limited to: grants; fees that duplicate

payments; average daily attendance (ADA) payments earned through program funded activities; and public or nonprofit agency revenues in excess of contract costs.

- B. Any program income received by the LAUSD or RAP must be reported to HCIDLA on the expenditure report, and must be either used towards the costs of operating the Project (the sports field and running track) or returned to the CITY in accordance with the CITY's written direction to RAP or LAUSD. If the Parties use program income, LAUSD and/or RAP shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City of Los Angeles record retention and audit requirements. The CITY shall monitor LAUSD and RAP's compliance with all program income requirements.
- D. LAUSD or RAP's failure to comply fully with program income requirements including any CITY Directives or regulations shall result in findings of disallowed costs.
- E. LAUSD shall, within 45 days of the expiration of this Joint Use Agreement, transmit to the City Treasury any, and all program income directly generated by grant funds provided by this Joint Use Agreement. Any program income on hand when the Joint Use Agreement expires, or received after the Joint Use Agreement's expiration, shall be paid to the CITY as required by 24 CFR 85.25 and 24 CFR 570.504.

7. **Full Force and Effect.** All other terms contained in the Joint Use Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to be effective as of the day and year set forth above.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

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

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

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

APPROVED AS TO FORM AND LEGALITY

Dated \_\_\_\_\_, 2017

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Catrina M. Archuleta  
Deputy City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 20\_\_ for reference purposes only, is made by and between LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("**LAUSD**"), and CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("**Developer**" or "**CITY**"). The CITY and LAUSD shall be collectively referred to herein as the "**Parties**." The Parties enter into the Agreement with reference to the following facts:

RECITALS:

A. LAUSD owns that certain real property located at 3010 Estara Ave, City of Los Angeles, County of Los Angeles, State of California, as more particularly depicted on **Exhibit A** attached hereto (herein "**Land**" or "**Campus**"). The Campus is occupied by Washington Irving Middle School.

B. The Parties entered into that certain Joint Use Agreement, dated June 4, 1998 concerning the Parties joint use of the Campus ("**Joint Use Agreement**"). Per the terms of the Joint Use Agreement, the CITY occupies a portion of the Land depicted on **Exhibit A** ("**Joint Use Area**") and shares the use of the Joint Use Area with the school.

C. LAUSD and the City of Los Angeles, acting though the City Engineer, entered into that certain Proposition K Grant Agreement, as amended, dated March 2, 2000 ("**Grant Agreement**") concerning the construction of a sports field and running track, an active play area aka multi-use natural turf sports field, outdoor lighting for safety and security and an ADA restroom adjacent to the active park area ("**Proposition K Project**") at the Campus.

D. The all-weather turf sports field and running track located near the intersection of W. Ave 82 and Marguerite Street, was initially constructed by laying synthetic turf over asphalt and painted track area.

E. A portion of the Proposition K Project, specifically, the sports field and running track are currently in need of repair and replacement, and LAUSD has determined that the sports field and running track are unsafe for use by students and the public and must be repaired and replaced. The CITY, through its Department of Recreation and Parks ("**RAP**"), has agreed to act as project manager for the repair and replacement of the sports field and running track at the Campus.

F. The replacement of the sports field and running track shall be paid for via a Community Development Block Grant (“**CDBG**”) to CITY and along with other available funding sources, if necessary.

G. Once the CITY completes the replacement of the sports field and running track, LAUSD agrees to maintain the sports field and running track for a period of eight (8) years following the CITY’s issuance of a certificate of completion.

H. The CITY, at its sole cost and expense, though the use of the aforementioned CDBG funds, intends to replace the all-weather turf sports field and running track in accordance with the Construction Plans as defined below and approved by the Parties (“**Project**”).

I. The recitals contained in the Grant Agreement, and the Joint Use Agreement, as amended, are deemed incorporated herein as if set forth in full.

NOW THEREFORE, in consideration of mutual covenants, benefits and agreements hereinafter contained, LAUSD and CITY hereby agree as follows:

## ARTICLE I

### **PURPOSES AND APPROVALS**

The Parties agree that the conditions set forth in this Article I shall be satisfied prior to the commencement of Construction of the Project. Notwithstanding any provision in this Agreement if LAUSD and/or the CITY have not satisfied or waived the following conditions on or before \_\_\_\_\_, 20\_\_\_\_, this Agreement shall automatically terminate and neither party shall have any rights or obligations under this Agreement or rights to reimbursement of any costs of expenses incurred.

1.1 **Purposes**. The purpose of this Development Agreement is to memorialize the construction activity on Campus and clearly indicate the Parties roles and responsibilities as related to the construction of the Project. The Joint Use Agreement shall be amended concurrently with the execution of this Agreement and shall memorialize the Parties shared use of the Joint Use Area, LAUSD’s obligation to maintain the Project beginning on that date the Project is available for use, and the reduction of the Term of said agreement to eight (8) years beginning on the date of Completion of Project Construction, as defined below, which eight (8) year term is necessary to comply with requirements of Proposition K and CDBG funds. The Grant Agreement shall also be amended concurrently with the execution of this Agreement and shall memorialize LAUSD’s service and maintenance obligations with respect to the Proposition K Project, including the Project at issue in this Agreement, and reduction of the service and maintenance Term to eight (8) years beginning on the date of Completion of Project Construction, which eight (8) year term is necessary to comply with requirements of Proposition K and CDBG funds.

1.2 School Board Approval. The Board of Education of LAUSD (the "**School Board**") shall have approved the execution, delivery, and consummation of the transactions contemplated by this Agreement.

1.3 RAP Board Commission Approval. RAP's Board of Commission ("**RAP Board**") shall have approved the execution, delivery, and consummation of the transactions contemplated by this Agreement and the execution and delivery of the amendment to the Joint Use Agreement. The L.A. for Kids Steering Committee approved the Proposition K Grant Agreement and all amendments thereto.

1.4 Other Approvals. At its sole cost and expense, CITY shall have obtained and provided evidence to LAUSD of all necessary consents, permits and approvals required in order to commence the construction of the Project by law, rule or regulation applicable to the Project as if a public school district was constructing it including, without limitation, any necessary approvals by the California Department of Toxic Substances Control ("**DTSC**") all in a manner acceptable to LAUSD. LAUSD discloses it has been informed by the Division of State Architect ("**DSA**") that the Project, (replacement of the all-weather field and running track), does not require DSA approval, and the Parties shall treat the Project as a repair and replacement not requiring DSA approval.

1.5 Funding. CITY shall have provided evidence to LAUSD of adequate funding to undertake and complete the Project in accordance with the terms of this Agreement. CITY shall pay for construction of the Project and any necessary approval and/or permit fees that may be required. However, LAUSD shall pay for its own costs and expenses to review the Construction Plan as provided in Section 2.3.2 below and its inspection of the Project. LAUSD discloses it is not providing any funds for the Project and CITY understands that any use of Bond Funds for any portion of the Project will require compliance with several requirements not contemplated or addressed in this Agreement such as, but not limited to, LAUSD would be required to construct the Project and such construction would be required to comply with the Project Stabilization Agreement.

1.6 Approval of Plans. The Parties collectively shall have reviewed and approved the Construction Plans as provided in Section 2.3.2 below.

1.7 Bid. CITY shall complete the bid process for the Construction, as defined below, of the Project within 180 days from the execution of this Agreement, and further covenants and agrees that it will deliver the Project Schedule, as defined below, (which the parties will thereafter attach hereto as **Exhibit B**) and Cost of the Project to LAUSD within three (3) Business Days of CITY completing such bid process. For purposes of this Agreement, "**Cost of the Project**" means hard and soft costs to construct the Project.

## ARTICLE II

### CONSTRUCTION

2.1 Definition of Construction. For purposes of this Agreement, "**Construction**" or "**Constructing**" shall include, without limitation, (i) the delivery of any materials or supplies for the pre-construction, construction, and completion of the Project, (ii) demolition and/or renovation of any existing improvements on the Campus, (iii) any necessary preparation and grading of the Campus, (iv) bid procedures and retention of Architect and Contractor (each as hereinafter defined), (v) retention of all subcontractors, consultants, engineers and other professionals comprising the Construction Team (as hereinafter defined), (vi) construction of the Project, (vii) construction and installation of separate meters for water, electricity, gas, cable service, telephone and other utilities appropriate and necessary for the operation of the Project as separate from the school, and, if applicable, (viii) restoration or repair of landscaping or other damage from CITY's activities on the Campus.

2.2 Project Schedule. Subject to the Parties' satisfaction of the conditions in Article I, CITY shall commence and complete the Construction in accordance with the project schedule set forth in **Exhibit B** attached hereto (the "**Project Schedule**"), which LAUSD hereby approves, and shall complete such Construction pursuant to the Project Schedule (subject to extension for Force Majeure Delay (as hereinafter defined), but in no event later than the date that is three (3) years from the Execution Date of this Agreement.

2.3 Pre-Construction.

2.3.1 Personnel.

2.3.1.1 Architect and Contractor. Prior to the commencement of any construction CITY shall disclose to LAUSD its selection of architect ("**Architect**"), construction manager ("**Construction Manager**") and the general contractor or multiple prime contractors ("**Contractor**") for Construction, which Architect, Construction Manager Contractor, and subcontractors shall be licensed, in good standing and authorized to do business in the State of California throughout the Construction of the Project, and selected in accordance with the California Public Contract Code ("**Contract Code**"). Contractor shall be bonded for an amount no less than 100% of the total cost of Construction and the bond shall be in a form substantially similar to that Form of Payment and/or Performance Bond set forth in **Exhibit C** hereto (the "**Performance Bond**"), which Performance Bond shall be maintained throughout the Construction of the Project. Prior to commencement of Construction, CITY shall provide to LAUSD a true and accurate copy of the Performance Bond. LAUSD acknowledges that the Project being a CITY Project and CITY as another public agency shall use its Public Contract Code process to retain the aforementioned construction professionals as it deems appropriate in its discretion and LAUSD shall not require CITY to use construction professionals from LAUSD's pre-approved vendor list.

2.3.1.2 Construction Team. CITY shall disclose to LAUSD each subcontractor listed by Contractor in the bid(s) recommended for acceptance by CITY for Construction or substituted pursuant to the Subletting and Subcontracting Fair Practices Act

(Contract Code Section 4100 et seq.) (each, a "**Major Sub**" and collectively "**Major Subs**"), engineer, consultant and other professional retained for Construction (each, a "**Consultant**"). CITY shall, within 60 days following request by LAUSD, provide to LAUSD a list of all personnel, including Architect and Contractor, retained by CITY in connection with Construction (the "**Construction Team**") provided that in no event shall CITY be required to provide such list more than one time. CITY agrees to comply with California Labor Code ("**Labor Code**") Section 1771 in its retention of all members of the Construction Team.

2.3.1.3 **Labor Compliance.** CITY shall use its labor compliance program for this Project in accordance with applicable laws and shall be solely responsible and liable for said compliance.

2.3.1.4 **Contracts.** All contracts entered into by CITY related to Construction of the Project shall be collaterally assigned to LAUSD, and which assignment LAUSD may invoke without CITY's consent or the consent of the contracting party and without the payment of any fee whatsoever; provided, that LAUSD may only invoke such assignment after a Default by CITY hereunder and upon receipt of written notice of Default to LAUSD. This collateral assignment shall be provided in the form of a dual obligee rider which allows LAUSD to act as a co-obligee with CITY. In addition, CITY agrees that it shall competitively bid the general construction contract and any other contracts so required by applicable law, rule or regulation.

2.3.2 **Construction Documents.** The final construction drawings and specifications for the Project (the "**Construction Plans**") are identified on **Exhibit D** hereto. CITY has submitted the Construction Plans to LAUSD for LAUSD's review and approval pursuant to section 1.6 above. LAUSD shall incur the cost and expense of its review of the Construction Plans. As a result of LAUSD's review and approval of the Construction Plans, LAUSD shall incur no liability for the accuracy, completeness, conformance with law (including, without limitation, applicable building codes or the California Education Code) because it is not reviewing such Construction Plans for purposes of confirming any of the preceding factors.

2.3.3 **Permits; Compliance.** CITY, at its sole cost and expense, shall obtain all governmental permits, consents and approvals for the Project. LAUSD shall supply the CITY with any pertinent documents and/or assistance in seeking and obtaining permits. CITY shall obtain all other necessary permits, consents and approvals from all governmental agencies having authority over Construction and shall undertake all steps necessary to insure that Construction is accomplished in compliance with all applicable laws, rules and regulations and the requirements and standards of any insurance underwriting board, inspection bureau or insurance carrier insuring the Campus pursuant to this Agreement. If a permitting agency requires any construction or alternation to be done at a location on Campus or to any amenity or improvement on Campus beyond the footprint of the Project site (i.e. the sports field), LAUSD and CITY shall cooperate with one another in an effort to have such permitting agency rescind its decision or modify such decision in a manner that LAUSD and CITY

mutually agree is favorable; provided, that CITY shall not be required to construct the alteration or improvement required by the permitting agency and CITY may elect to cause such construction or alteration to occur at CITY's sole cost and expense or terminate this Agreement.

2.3.4 Fence. CITY shall, at its sole cost and expense, erect (to the reasonable satisfaction of LAUSD) a fence or other appropriate measure (the "**Fence**") to secure the Construction site from the other portions of the Campus and prevent access by non-Construction personnel and minimize risk of damage, destruction, injury or death, and as required in order to achieve the construction contemplated herein. Subject to the applicable law, the Fence shall be, at a minimum, eight (8) feet high and constructed so as to prevent ingress and egress except through locked gates. CITY shall provide or cause to be provided to LAUSD a set of keys for the gates.

2.3.5. Fingerprinting. Beyond erecting a fence, if there is a possibility that the Contractor's employees may come in contact with LAUSD students while working on the Campus. Pursuant to Education Code Section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, or shall certify that no employees who have been convicted of serious or violent felonies (as specified in Education Code Section 45125.1), will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Exhibit G. If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the CITY and LAUSD with a list of all employees providing services and Contractor shall not utilize any employees who are not included on the above-referenced list.

2.3.6 Commencement of Construction. Except as otherwise disclosed to LAUSD as of the date of this Agreement, CITY agrees that no Construction or delivery of materials related to the Project shall commence unless and until all necessary approvals and permits have been obtained, until the Fence has been completed to the reasonable satisfaction of LAUSD and until CITY has provided LAUSD at least ten (10) calendar days for LAUSD to post notices of non-responsibility or any other notices which LAUSD deems necessary for its proper protection. Notwithstanding the preceding sentence, CITY shall have commenced construction of the Project within six (6) months after approval all necessary approvals and permits have been obtained.

2.3.7 Intentionally omitted.

2.3.8 Acknowledgement from Construction Team. CITY shall secure from Architect, Construction Manager, and Contractor an executed statement acknowledging that the Project is not constructed by LAUSD and is not an LAUSD project, and that LAUSD is not responsible or liable for the Project.

2.3.9 Relocation of Certain Improvements. CITY shall have proposed and obtained LAUSD's prior written approval for the relocation, method and phasing of relocation

of all utilities (including, without limitation transformer boxes, lines, pipes, conduits and related equipment) in connection with the Project (whether serving the school or the Joint Use Area), which the City and LAUSD anticipate shall be underground within the fire lane. Thereafter, (a) the physical relocation of such utilities shall be commenced and completed by CITY pursuant to the time line approved by LAUSD, and (b) all such work shall be completed all at CITY's sole cost and expense.

## 2.4 Construction.

2.4.1 Construction by CITY. CITY, through its Construction Team, shall undertake Construction of the Project at its sole cost and expense through the use of CDBG funds. The CITY shall require the Construction Team to utilize all new materials (including new materials constructed from recycled materials) and supplies in building the Project (unless otherwise approved by the Parties in writing), conduct all work with respect to Construction in a good and workmanlike manner by properly qualified personnel and in accordance with all applicable laws, rules and regulations, and such work shall be diligently prosecuted to completion once commenced.

2.4.2 Limitations on Construction. CITY in good faith and using its commercially reasonable efforts shall endeavor to conduct and shall cause the Construction Team to endeavor to conduct all work with respect to Construction with as minimal impact as commercially practicable to any student instruction (or any other student activity) at the Campus.

2.4.3 Reports and Changes During Construction. CITY represents it has its own process and requirements for the construction of the Project and which its Construction Team is required to observe. CITY shall provide LAUSD with copies of the minutes of its meetings with its Construction Team as soon as reasonably possible after the conclusion of each meeting. The parties acknowledge that the Construction Plans may require changes during Construction, including, changes required by law or due to unforeseen circumstances. LAUSD typically requires any third party constructing on LAUSD property to provide LAUSD with notice of any material change and retains the right to review and approve any material change or order construction to stop until the material change is resolved to LAUSD's satisfaction. LAUSD will deviate from its typical requirements and will not require review and approval for any material change to the Construction Plans because CITY is a public agency, the Project is a CITY construction project, and CITY is solely paying for the construction of the Project; provided, that if any material change to the Construction Plans will result in a different configuration, location, orientation or materials for the Project or create unanticipated impacts to the Campus, CITY shall notify and provide LAUSD with sufficient information to review and approve such changes. For the purpose of this Article II a "material change" is a change or series of changes to the Construction Plans that singularly or cumulatively are reasonably estimated to (i) increase the Cost of the Project by five percent (5%) or more or (ii) increase the time to complete the project by sixty (60) days or more.

During the term of this Agreement, CITY shall promptly notify LAUSD in writing if its funding arrangements change and if such change affects CITY's ability to complete the Project.

2.4.4 Meetings and Inspections. LAUSD shall have the right, but not the obligation, to attend any and all on or off site meetings among the CITY, Contractor, Construction Manager and/or Architect to review the Project, its progress, scheduling and other related matters ("**Project Meetings**"). CITY shall notify LAUSD's project manager (currently Al Grazioli, or as otherwise designated by LAUSD) via electronic mail at least seven (7) days in advance of any regularly scheduled Project Meetings, and shall use reasonable efforts to give LAUSD at least 24 hours prior notice of any other Project Meetings. Further, LAUSD shall have the right, but not the obligation, to inspect Construction at any time during the progress thereof and CITY shall provide access to LAUSD. LAUSD shall be responsible to pay the costs and expense for its inspection of the Project. Neither LAUSD's right to make such inspections nor the making of such inspections, regardless of any assertions that such inspections amount to unauthorized supervision of Construction, or the supervision of Construction by LAUSD, shall operate as a waiver of any rights of LAUSD to require that Construction be accomplished with new materials (including new materials constructed from recycled materials, unless otherwise approved by the Parties in writing), and executed in a good and workmanlike manner in accordance with the Construction Plans in all material respects, and applicable law, rule or regulation.

2.4.5 Insurance. Prior to commencing any Construction or the delivery of any materials or supplies for the Project, CITY shall provide LAUSD with copies of certificates of the insurance required herein and in Article X below. At all times during Construction and until Completion of Construction (as hereinafter defined), CITY, at its sole cost and expense, shall provide and keep in force (i) "all risk" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site, (ii) evidence of workers' compensation insurance covering all persons employed in connection with the work in compliance with all applicable laws, rules and regulations, and (iii) the insurance coverage required in Article X below, such insurance to remain in full force and effect until such improvements have been completed and fully insured in accordance with Article X below.

2.4.6 Substantial Completion of the Project. Upon Substantial Completion (as hereinafter defined) of Construction of the Project, CITY shall provide written notice to LAUSD and LAUSD shall have the right, but not the obligation, to timely conduct an inspection to confirm Substantial Completion of the Project. For purpose of this Agreement, "**Substantial Completion**" or "Substantially Completed" shall mean that the applicable portion of the Project is physically and functionally complete in all material respects, in accordance with the applicable portions of the Construction Plans and all applicable laws, rules and regulations, except for any items that are unfinished, deficient or require correction in order to conform with the Construction Plans in all material respects (the "**Punch List Items**").

2.4.7 Completion of Project Construction. Upon completion of the Punch List Items, CITY shall provide a written Notice of Completion to LAUSD and LAUSD shall have the right, but not the obligation, to timely conduct an inspection of the Project. The City shall deem that Construction is complete only after (i) the Project is physically and functionally complete in all respects in material conformance with the Construction Plans and all applicable laws, rules and regulations, and is ready to be occupied and utilized in accordance with the terms of this Agreement, and that all Punch List Items have been successfully completed, and (ii) besides the City, if any other applicable governmental agency having appropriate jurisdiction over the Project has issued a certificate of occupancy or its equivalent (collectively, "**Completion of Project Construction**").

2.4.8 Liability. Each of the Parties to this Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State imposing certain tort liability jointly upon public entities, solely by reason of such entities being Parties to an agreement as defined by §895 of said Code the Parties hereto, as between themselves, pursuant to the authorization contained in §895.4 and §895.6 of said Code, will each assume the liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by negligent or wrongful act, or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of §895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs or expenses that may be imposed upon such other party solely by virtue of said §895.2. The provisions of §2778 of the California Civil Code are made a part hereto as if fully set forth herein. Each of the Parties certifies that they have adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

2.4.9 Notice of Completion. Within fifteen (15) days after Completion of the Project Construction, CITY shall cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles in accordance with Section 9204 of the California Civil Code ("**Civil Code**") or any successor statute, and shall furnish LAUSD a copy thereof upon recordation.

2.4.10 Copy of Construction Plans. Upon Completion of Project Construction, CITY shall deliver to LAUSD one (1) set of copies of the Construction Plans with any field changes reflected thereon during the Construction on compact disc or other media specified by LAUSD within ninety (90) days following issuance of a certificate of occupancy or its equivalent. CITY shall also deliver to LAUSD a copy of any warranties relating to the Project and all improvements, equipment and systems therein.

2.4.11 Warranties, Maintenance Equipment. CITY represents it is purchasing synthetic turf from AstroTurf for the Project and as part of its purchase, CITY will receive a warranty of eight (8) years ("**Warranty**"). CITY shall assign the Warranty to LAUSD with the intention that LAUSD shall have the right to exercise said Warranty as if it was the original purchaser of the synthetic turf. CITY shall cooperate with and assist LAUSD in exercising the Warranty; provided, that if necessary, CITY shall take the lead on enforcing the Warranty and

LAUSD shall cooperate with and assist CITY. CITY represents it has insurance that will cover the repair and replacement of the Project in the event the useful life of the Project is less than eight (8) years. During the Eight (8) year period of said Warranty and insurance, should the field fail, the field would be restored, repaired or replaced, as necessary, to the original design specifications under the coverage of the Warranty and/or Insurance. Should LAUSD change the specifications for synthetic fields, at its own volition, in any way including the type and/or density of the turf mat or the infill material, LAUSD shall be responsible for any additional costs to restore the field to the new specifications. However, should local, state or Federal codes change in any way that result in the need for revisions to the current specifications, the City shall be responsible for any additional costs not covered under Warranty and/or Insurance to bring the restored/repaired/replaced field to current code. CITY represents it shall provide LAUSD with the machine necessary to groom and maintain the synthetic turf ("**Grooming Machine**"). The Warranty and Grooming Machine are part of the CDBG funding for the Project and will be provided to LAUSD at no cost and expense to LAUSD. LAUSD shall maintain the Project beginning on the date the Project is available for use and shall expire on that date eight (8) years after the Project is available for use. This provision shall survive the expiration or earlier termination of this Agreement.

2.5 Use of Project. CITY agrees that CITY shall have no right to use the Improvements until it has satisfied all of the following:

2.5.1 CITY has issued or obtained a certificate of occupancy or its equivalent for the Project, and a completed Essential Safety Checklist & Approval Form has been issued by the Office of Environmental Health and Safety ("**OEHS**");

2.5.2 Except for any Punch List Items and disputed claims, the Construction Team has released and waived all claims arising from the portions of the Construction of the Project that are complete, and all liens and encumbrances arising from the same have been discharged from the fee title as provided in Article IX; and

2.5.3 NOTE: Deleted City has 90 days to provide per 2.4.10

2.6 Failure to Complete Construction. In the event CITY fails to observe the Project Schedule or timely complete Construction of the Project, LAUSD shall have the right to pursue all rights and remedies available at law. In addition to the foregoing, CITY agrees LAUSD shall have the right, but not the obligation, to pursue the completion of Construction of the Project.

### ARTICLE III

#### **OWNERSHIP OF THE PROJECT IMPROVEMENTS**

All improvements of the Project on the Campus shall be owned by LAUSD; provided, further, that the land upon which the Project is situated shall at all times remain

the fee property of LAUSD. CITY shall execute and deliver any documentation required by LAUSD to evidence LAUSD's ownership of the improvements to the Project, and LAUSD shall have no obligation to pay for the improvements of the Project or provide any compensation to CITY. Except that LAUSD shall bear an ongoing obligation to maintain the Project from the date of Completion of Project Construction for a period of eight (8) years thereafter, which shall be known as the Service and Maintenance Period and, in addition, LAUSD shall be responsible for maintenance of the Project pursuant to the terms of the Joint Use Agreement, as amended. The Grant Agreement and Joint Use Agreement shall be amended and/or restated concurrently with this Agreement to reflect the new eight (8) year term consistent with Proposition K and CDBG requirements and the expected useful life of the Project. This Article III shall survive the expiration or earlier termination of this Agreement.

#### ARTICLE IV

#### MAINTENANCE AND REPAIR

During Construction, CITY, at its sole cost and expense and without cost to LAUSD, shall keep and maintain the construction area in good, clean, sanitary and safe condition and repair and in compliance with all laws, rules, and regulations applicable to a public school and LAUSD's standards, policies and bulletins. Nothing contained herein shall be construed as requiring LAUSD to make any repairs or to do any maintenance during the Construction of the Project; provided, that if circumstances arise which pose a risk to the health, safety or general welfare of its students on Campus, LAUSD may elect to make repairs or perform maintenance during the Construction of the Project so long as LAUSD shall first notify CITY and CITY shall pay LAUSD for its actual costs incurred.

#### ARTICLE V

#### TERM

The term of this Agreement shall commence on the Effective Date and shall expire upon the date of Completion of Project Construction, unless sooner terminated pursuant to the terms herein (the "Expiration Date"). Notwithstanding the preceding sentence, CITY covenants and agrees that it shall achieve Completion of Project Construction on or before three (3) years following the day CITY commences Construction of the Project.

#### ARTICLE VI

#### CERTAIN COVENANTS

From the Execution Date until the Expiration Date, in addition to any covenants set forth elsewhere in this Agreement, CITY agrees to the following:

6.1 Use of the Facilities and Improvements. The Parties recognize that it is in the best interest of all concerned that the repaired/rehabilitated facility be utilized for the intended purpose of providing services to City residents of primarily low and moderate income or limited clientele in accordance with Part IV, §570.208 of the Community Development Block Grant Rules and Regulations, and without regard to race, religion, national origin, ancestry, sex, and where applicable, to age, or physical handicap. This Project is eligible under 24 CFR 570, et seq., and meets the national objective of activities benefiting low- moderate income ("LMI") persons under 24 CFR 570.208(a) as an area-wide benefit project affecting 57.36 percent LMI persons as indicated in the 2010 Census. Any fees charged for services or donations must not restrict or limit accessibility or services to low and moderate income individuals or families.

6.2 Litigation. CITY shall not commence any litigation with respect to Construction or the Project or affecting LAUSD's interest in the Campus without first providing written notice to LAUSD.

6.3 Funding. CITY shall maintain adequate and acceptable funding arrangements in order for CITY to undertake the transactions contemplated by this Agreement and for CITY to complete Construction in accordance with the terms of this Agreement. Upon request by LAUSD, CITY shall provide to LAUSD evidence to LAUSD that all such funding arrangements are in place and that all such funding obligations are being fulfilled. Except as expressly provided pursuant to Article XV below, LAUSD discloses and CITY agrees that LAUSD has no obligation to provide any funding in the event CITY does not have sufficient funding to complete the Construction of the Project in accordance with the terms of this Agreement, or any obligation to complete Construction of the Project. LAUSD further discloses that if LAUSD provides any funds towards the Project, CITY shall be required to comply with LAUSD's Project Stabilization Agreement and the CHPS program, and CITY may be required to temporarily cease Construction until CITY establishes compliance with the Project Stabilization Agreement and the CHPS program.

## ARTICLE VII

### COSTS

CITY shall pay through CDBG funds and other available funding sources, if necessary, or cause to be paid: (i) all Costs of the Project; and (ii) all charges which are incurred by CITY or which may be a charge or lien against the Campus, including, without limitation, payments for insurance premiums, gas, electricity, wiring, heating, light, power, other utilities, security, trash removal, disposal and management of Hazardous Materials (as hereinafter defined) to the extent caused by CITY, interior cleaning and janitorial services, ground maintenance, landscaping, cable television, telephone, or other communications systems used, rendered or supplied upon or in connection with the Project, and any other charges, costs, obligations, liabilities, requirements and expenses which arise with regard to the Construction of the Project (collectively, "CITY Costs"), during the term of this Agreement. LAUSD shall not bear any

cost, or expense for the Construction of the Project. This Article VII shall survive the expiration or earlier termination of this Agreement.

## ARTICLE VIII

### LIENS AND STOP NOTICE CLAIMS

8.1. CITY shall not suffer or permit any liens or stop notice claims to stand against the fee title to the Campus that are directly related to and caused by the Projector against the Project, or any part thereof, by reason of any work, labor, services or materials done, or supplied, or claimed to have been done or supplied to CITY or anyone holding the Campus or the Project, or any part thereof, through or under CITY. If any such lien or stop notice claim shall at any time be filed against the Campus or the Project, CITY shall provide LAUSD written notice thereof as soon as notice of such lien, stop notice or action comes to the knowledge of CITY and shall cause the same to be discharged of record within 160 days after the date of the recordation of a notice of completion for the Project, by either payment, recorded release of lien or stop notice, recorded release bond deposit or bond, unless a bond therefore is already in effect or commencement of a lawsuit pursuant to Civil Code Section 8480, et seq. for a decree to release the property from the lien, or in the case of a stop notice, commencement of a summary proceeding pursuant to Civil Code Section 9500 et seq. or CITY's interpleader of funds subject to stop notice claims. If CITY is unable to discharge the lien or stop notice, CITY shall defend and indemnify LAUSD in any mechanics' lien or stop notice litigation filed in connection with the Campus or Project. The failure of CITY to discharge a lien recorded or stop notice filed on the Campus or the Project, or any part thereof, within 160 days after the date of recordation of a notice of completion for the Project and CITY's refusal to defend and indemnify LAUSD in any mechanics' lien or stop notice litigation filed in connection with the Project shall constitute a Default under this Agreement and any other agreement providing CITY occupancy and use of the Campus. Nothing in this Agreement shall imply any consent or agreement on the part of LAUSD to subject its fee estate in the Campus to liability under any mechanics' lien law or to any claimant as defined in Civil Code Section 8004.

8.2 If any such liens or stop notices are not so discharged within 160 days after the date of recordation of a notice of completion for the Project, LAUSD may, without notice to CITY, without waiving its rights and remedies based on such breach of CITY and without releasing CITY from any of its obligations, cause such liens or stop notices to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Promptly following notice by LAUSD, CITY shall, but no later than thirty (30) business days after CITY's receipt of LAUSD's notice, pay to LAUSD any sum paid by LAUSD to remove such liens, together with interest at the lesser of (a) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%) or (b) the maximum rate then allowed by law (the "Interest Rate"), from the date of such payment by LAUSD, which Interest Rate shall commence as of the day LAUSD

makes payment in satisfaction of the claim giving rise to such lien or stop notices and shall continue until CITY has remitted full payment to LAUSD.

8.3 In addition to the foregoing, CITY shall assure that the Project is free of any stop notices filed by Contractor or any of Contractor's subcontractors. In the event any such stop notice is filed, CITY shall provide stop notice releases or stop notice release bonds for each and every stop notice on the Project, along with dismissals of any stop notice litigation. In the event a stop notice is filed with LAUSD, CITY shall provide LAUSD with a stop notice release or stop notice release bond. In addition, CITY shall defend and indemnify LAUSD in any litigation arising from a stop notice filed on the Project.

8.4 The provisions of this Article VIII shall survive the expiration or earlier termination of this Agreement.

## ARTICLE IX

### ENVIRONMENTAL ISSUES

#### 9.1 Hazardous Materials.

9.1.1 Definitions. As used in this Agreement, the following definitions shall apply: "**Environmental Laws**" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or environmental evaluations of potential school sites or health care facilities, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, the Hazardous Substance Account Act, California Health and Safety Code § 25300, *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code § 25100, *et seq.*, the Medical Waste Management Act, California Health and Safety Code § 25015, *et seq.*, and the Porter-Cologne Water Quality Control Act, California Water Code § 13000, *et seq.*, Education Code § 17210, *et seq.*, and California Code of Regulations, Title 5 § 14010, *et seq.* "**Hazardous Materials**" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes, but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyl, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. "**Release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, air, surface water or groundwater in

violation of Environmental Laws. "**Known Environmental Conditions**" shall mean any Hazardous Materials that have been identified at, on, in, under or migrating to or from the Campus. "**Unknown Environmental Conditions**" shall mean Hazardous Materials that exist at, on, in, under or migrating to or from the Campus, that have not yet been discovered, regardless of where such Hazardous Substances are subsequently detected.

9.1.2 City Covenants. City shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any Hazardous Materials in, on or under the Campus or the Project, or use the Campus or the Project for any such purposes, or Release any Hazardous Materials into any air, soil, surface water or groundwater comprising the Campus or the Project, in each of the foregoing cases, in violation of any Environmental Laws. The City shall comply with all Environmental Laws applicable to the Campus or the Project, or the construction or use or occupancy thereof, or any operations or activities therein or thereon.

9.2. Hazardous Materials Claims. Each party hereto shall immediately advise the other party in writing of: (i) any written notices received by such party (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Environmental Laws occurring on or about the Campus or the Project, (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened in writing pursuant to any Environmental Laws, (iii) any written notices received by such party of all claims made or threatened by any third party against any party, the Campus or the Project relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials relating to the Campus or the Project (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "**Hazardous Materials Claims**") and (iv) any party's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Campus that could have a reasonable likelihood to cause the Campus or the Project or any part thereof to be subject to any Hazardous Materials Claims. Each party hereto shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

9.3 Indemnity by City. Except for LAUSD's negligence, the CITY shall be solely responsible for, and shall indemnify, defend and hold harmless LAUSD and its School Board, staff, students, faculty and/or invited guests from and against, any claim, demand, lawsuit, loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, or storage of Hazardous Materials or the Release of Unknown Environmental Conditions by the City (including its general contractor, subcontractor, representative or owner) on the Campus or the Project in violation of applicable law during the term of this Agreement, including, without limitation: (i) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property, (ii) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys' and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency, (iii) any and all other claims for expenses or

obligations, including attorneys' fees, costs, and other expenses, (iv) any and all penalties threatened, sought or imposed on account of a violation of any Environmental Law, and (v) all fees of any consultants, attorneys and engineering firms retained in connection with monitoring the Hazardous Materials; provided, however, that the foregoing indemnity shall not apply to any claim, demand, lawsuit, loss, damage, cost, expense or liability to the extent arising from (A) any act or omission on the part of the LAUSD, or the staff, faculty, and students or invited guests of LAUSD or any other party claiming through any of the foregoing (provided the same are acting in their official, professional or invited, as applicable, capacity), or (B) any Known Environmental Conditions so long as CITY has not caused the situation requiring cleanup, abatement or other remediation.

9.4 Removal of Hazardous Materials. To the extent the City is liable under Section 9.3 above and in connection with any Hazardous Materials remediation required in connection with the Project, the City, at its sole cost and expense, shall, with due care, in a safe manner and in accordance with all applicable laws, detain the spread of, ameliorate and remove from the Campus or the Project any Hazardous Materials contamination located on or beneath the Campus or the Project in violation of applicable law and shall monitor or cause to be monitored the levels of Hazardous Materials on, under or derived from the Campus and the Project or in the ground water in accordance with the terms and procedures required by any federal, state or local governmental agency having jurisdiction including, without limitation, any California Regional Water Quality Control Board, DTSC and the Environmental Protection Agency. Further, any and all such remediation shall be according to the following protocol: (1) any such abatement or remediation report, abatement work, and demolition work shall be performed by an LAUSD approved demolition, abatement or remediation contractor as applicable; (2) LAUSD's Facilities Environmental Technical Unit ("FETU") and OEHS shall review and approve any such abatement/remediation report in writing prior to the commencement of any abatement, demolition or removal work of the applicable materials or structures; and (3) FETU or OEHS shall review all such remediation work, and the City shall grant FETU and OEHS access to all reports, records and files as requested in connection with overseeing such remediation work, access to the Campus and Shared Use Area, and shall promptly respond to all inquiries of and request for information from FETU and OEHS regarding such remediation work.

## ARTICLE X

### INSURANCE; INDEMNITY

#### 10.1 CITY Insurance.

10.1.1 Insurance. At all times during the term of this Agreement, at CITY's sole cost and expense, CITY shall, as a covenant of this Agreement, provide and keep in force and effect:

10.1.1.1 All Risk Builder's Risk Insurance. "All risk" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place and all

material and equipment at the job site. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than that specified in Exhibit E.

10.1.1.2 Commercial General Liability Insurance. Commercial General Liability Insurance on an occurrence basis against claims for personal injury, death and/or property damage occurring in or about the Campus or the Project with respect to the Construction thereof. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of LAUSD and its Board of Education, and CITY shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations herein. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than that specified in Exhibit E.

10.1.1.3 Fire and Extended Coverage. Fire and hazard "all risk" insurance covering 100% of the full replacement cost valuation of the Project. Such insurance shall provide protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief. Such insurance shall contain (i) no coinsurance or contribution clauses and (ii) a Replacement Cost Endorsement.

10.1.1.4 Workers' Compensation Insurance. Workers' compensation insurance policies as required by law and Employer's Liability insurance in an amount not less than that specified in Exhibit E.

10.1.2 CITY Insurance Policies. All policies of insurance provided for herein shall be issued by insurance companies authorized to do business in California and rated in Best's Insurance Guide, or any successor thereto as having a "Best's Rating" of "A-" or better and a "Financial Size Category" of at least "VII" or better or, if such ratings are not then in effect.. All policies held by CITY in connection with this Agreement shall name CITY as the insured and LAUSD and the School Board as additional insureds, and shall provide that they may not be cancelled by the insurer for nonpayment of premiums or otherwise or be terminated or lapse of their own accord or by their own terms until at least thirty (30) days after written notice of the proposed cancellation upon all parties named in such policies as insureds. All insurance required to be carried by CITY shall contain a provision that no act or omission of CITY shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which LAUSD or CITY may carry. CITY agrees that with respect to all such policies carried by or to be carried by CITY, CITY shall require its insurance broker to provide LAUSD with written notice whenever there are paid losses on CITY's insurance policies which result in a 20% or greater erosion of limits. Upon the Execution Date, and thereafter at least ten (10) days prior to the expiration date of such policy, CITY shall deliver to LAUSD copies of the policies for all the insurance required to be carried by CITY hereunder.

10.1.3 **Blanket Insurance.** Notwithstanding the foregoing, all of the insurance requirements set forth herein on the part of CITY shall be deemed satisfied if covered by a blanket insurance policy providing the coverage required by this Agreement.

10.2 **Waiver.** Except as otherwise provided in this Agreement or at law or equity, LAUSD shall not be liable for and CITY hereby waives all claims against LAUSD for damage to any property or injury, illness or death of any person in or upon the Campus or the Project arising at any time during the term of this Agreement, except the extent the same results from the gross negligence or willful misconduct of LAUSD or any party claiming through LAUSD. LAUSD shall not be liable for and CITY hereby waives all claims against LAUSD arising in any way due to, in connection with or related to, directly or indirectly, the Campus or the Project or any activities by CITY in, on or about the Campus, including the Construction of the Project, except the extent the same results from the negligence or willful misconduct of LAUSD or any party claiming through LAUSD.

LAUSD and CITY hereby agree and acknowledge that CITY is acting on its own behalf in constructing the Project and is not operating as an agent of LAUSD. Should LAUSD, through no fault of LAUSD, be named as a defendant in any suit brought against CITY in connection with or related to, directly or indirectly, CITY's Construction of the Project, CITY shall pay to LAUSD the costs and expenses LAUSD incurs in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees.

The provisions of this Section 10.2 shall survive the expiration or sooner termination of this Agreement.

**Self-Insurance.** Notwithstanding the foregoing provisions of this section to the contrary, City shall have the right to maintain the insurance required of this section through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the City's sole option.

10.3 **Indemnification.** Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both City of Los Angeles Board of Recreation and Park Commissioners and Los Angeles Unified School District certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising

from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

## ARTICLE XI

### **DEFAULT; REMEDIES**

11.1 **LAUSD's Default.** LAUSD shall not be in default of any of its obligations under this Agreement unless LAUSD fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by CITY to LAUSD specifying wherein LAUSD has failed to perform such obligations; provided, however, that if the nature of LAUSD's default is such that more than thirty (30) days are required for its cure, LAUSD shall not be in default if LAUSD commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

11.2 **CITY's Remedies.** In the event of any default by LAUSD as described in Section 11.1 above, subject to all applicable laws that may restrict remedies against a school district, including, but not limited to, restrictions within the Education Code, CITY's sole remedies under this Agreement are to pursue LAUSD for actual damages, including reasonable attorneys' fees and costs, resulting from LAUSD's default.

11.3 **CITY's Default.** The occurrence of any one of the following events shall be considered a "Default" of this Agreement by CITY:

11.3.1 **Costs.** The failure of CITY to pay or cause to be paid before delinquency any CITY Costs or other fees, charges, or payments due hereunder, or to observe or perform any of CITY's financial covenants and obligations hereunder.

11.3.2 **Construction.** The failure of CITY to construct the Project in accordance with the Construction Plans or to observe or perform any of its covenants and obligations hereunder pertaining to Construction.

11.3.3 **Project Schedule.** The failure of CITY to observe or perform any of its covenants and obligations hereunder pertaining to the Project Schedule, provided that the CITY shall be granted reasonable extensions to perform or alter the Project Schedule as needed.

11.3.4 **Liens.** The failure of CITY to discharge a lien recorded on the fee title to the Joint Use Area or on the Project, or any part thereof caused by CITY or any party claiming through CITY relating to Construction of the Project, or to observe or perform any of its covenants and obligations hereunder pertaining to liens on the Project.

11.3.5 **Insolvency.** The making by CITY of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CITY of a

petition to have CITY adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CITY, the same is dismissed as soon as reasonably practical but in any event within 120 days), or the appointment of a trustee or receiver to take possession of substantially all of CITY's assets in the Project or on the Campus or of CITY's interest in this Agreement, where possession is not restored to CITY as soon as reasonably practical but in any event within 60 days, or the attachment, execution or other judicial seizure of substantially all of CITY's assets in the Project or on the Campus or of CITY's interest in this Agreement, where such seizure is not discharged as soon as reasonably practical but in any event within sixty (60) days.

11.3.6 Assignment. The actual or attempted assignment, transfer, mortgage or encumbrance, of this Agreement by CITY in violation of Article XII.

11.3.7 Failure to Perform. The failure of CITY to perform or observe any of CITY's covenants and obligations hereunder.

Notwithstanding anything to the contrary contained in this Agreement, LAUSD shall have no rights as a result of any Default until LAUSD gives thirty (30) days written notice to CITY specifying the nature of the Default. CITY shall then have the right to cure such Default, and CITY shall not be deemed in default if CITY cures such Default within thirty (30) days after receipt of notice of the Default; provided, however if the nature of the Default is such that it cannot be cured within said thirty (30) days, CITY shall commence the cure within said thirty (30) days and prosecute such cure with diligence to completion.

11.4 LAUSD Remedies. In the event of any Default by CITY, after the expiration of any applicable cure period provided herein to CITY, LAUSD may pursue any rights or remedies it may have at law, in equity (as applicable against a municipal corporation) or otherwise and the pursuit of any right or remedy shall not waive nor prohibit LAUSD from pursuing any other available right or remedy, including the following additional rights:

11.4.1 Right to Perform. LAUSD shall have the right, but not the obligation, to enter the Project or the Campus at all times for the purpose of performing any covenant or condition that CITY has failed to perform, at LAUSD's option. All costs incurred by LAUSD in so performing shall promptly be reimbursed to LAUSD by CITY, or the amount expended under any performance or surety bond as an administrative/management fee and interest at the Interest Rate, from the date such cost or expense is incurred by LAUSD following CITY's Default up to and including the date paid. In rendering such performance, LAUSD shall have the right to execute any agreements relating to Construction, or otherwise in connection with, the Campus and/or the Project. Any performance by LAUSD of CITY's obligations shall not waive or cure such Default.

11.4.2 Costs of Enforcement. LAUSD shall have the right to reimbursement from CITY promptly following demand by LAUSD for all costs and expenses incurred by LAUSD,

(whether or not legal proceedings are instituted), in enforcing the covenants and obligations of CITY under this Agreement.

## ARTICLE XII

### **ASSIGNMENT; USE AGREEMENT; ENCUMBRANCES**

12.1 Assignment by CITY. CITY shall not assign this Agreement or any rights and obligations hereunder without the prior written approval of LAUSD, which approval may be denied or conditioned in LAUSD's sole and absolute discretion.

12.2 Reserved.

12.3 Reserved.

12.4 Mortgage by CITY. CITY shall not execute a mortgage encumbering all or any portion of the right, title and estate of CITY in the improvements of the Project, without LAUSD's prior written consent which may be withheld in LAUSD's sole and absolute discretion. In the event a mortgage on the improvements of the Project is allowed, then such mortgage shall at all times be subject and subordinate to, and shall not affect or become a lien upon, LAUSD's fee estate in the Campus, and shall only encumber CITY's right, title or interest in the improvements of the Project.

12.5 Encumbrance. CITY shall not, without the prior written consent of LAUSD, encumber its interest in the improvements of the Project, or any part thereof, and if CITY fails to ensure that such encumbrance is subordinated to LAUSD's fee estate in the Campus and if CITY fails to comply with this Section 12.5, such failure shall be deemed to be an immediate Default hereunder.

12.6 Other. During Construction, any assignment, transfer, mortgage, encumbrance or use agreement of, or any license, concession, franchise or other permission to use the improvements of the Project or the Campus granted by CITY to any person or entity shall be expressly subject and subordinate to all applicable terms and conditions of this Agreement. Any purported or attempted assignment, transfer, mortgage, encumbrance or use agreement of, or any license, concession, franchise or other permission to use the improvements of the Project or the Campus contrary to the provisions of this Article XII shall be void, constitute a Default under this Agreement, and, at the option of LAUSD, shall terminate this Agreement.

12.7 LAUSD Approval. Notice of any actual or proposed assignment, transfer, mortgage, encumbrance, use agreement or hypothecation of the improvements of the Project, the Campus or this Agreement shall be given by CITY to LAUSD, together with a copy of the proposed documentation thereof (including, in the event of an assignment, the

assumption document in which the assignee or proposed assignee agrees to assume all obligations of CITY under this Agreement), with all necessary and appropriate details for LAUSD to provide an approval. Any approval or disapproval by LAUSD under this Article XII is at LAUSD's reasonable discretion.

12.8 Costs. CITY shall reimburse LAUSD for LAUSD's costs incurred in conjunction with the processing and documentation of any actual or proposed assignment, transfer, mortgage, encumbrance, or hypothecation of the improvements of the Project, the Campus or this Agreement by CITY.

12.9 Assignment by LAUSD. Subject to applicable legal requirements, LAUSD shall have the right at any time and from time to time during the term of this Agreement to sell or assign all or any portion of its fee interest in the Campus; provided, however, that under no circumstances shall LAUSD assign all or part of the Campus to any entity separate from LAUSD's interests and obligations under this Agreement. Notice of any assignment or proposed assignment of this Agreement made in conjunction with such transfer shall be given by LAUSD to CITY at least sixty (60) days prior to such assignment or proposed assignment, together with a copy of the assumption document by which the assignee or proposed assignee agrees to assume all obligations of LAUSD under this Agreement.

### ARTICLE XIII

#### NOTICES

Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail or (d) facsimile, addressed to the person(s) identified in Exhibit F or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date seventy-two (72) hours following the date deposited in the United States mail at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. CITY and LAUSD hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by CITY's or LAUSD's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article XIII.

### ARTICLE XIV

## MISCELLANEOUS

14.1 LAUSD's Successors. In the event of any transfer of the fee title of or interest in the Campus, LAUSD shall be relieved, from and after the date of such transfer, of all liability for LAUSD's obligations hereunder thereafter to be performed, provided such transferee accepts and assumes all such liability in writing. The obligations contained in this Agreement to be performed by LAUSD shall, subject as aforesaid, be binding on LAUSD's successors and assigns only during their respective periods of ownership. Notwithstanding anything to the contrary contained in this Agreement, all indemnities set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

14.2 Intentionally omitted.

14.3 Captions. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

14.4 Choice of Law. This Agreement shall be governed and construed by the laws of the State of California.

14.5 Interpretation. This Agreement shall be deemed to be jointly prepared by both of the parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto.

14.6 Further Assurances. LAUSD and CITY agree to execute all documents and instruments reasonably required in order to consummate the transactions contemplated under this Agreement.

14.7 Attorneys' Fees. In the event either party hereto should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its cost of litigation or arbitration, including reasonable attorneys' fees.

14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

14.9 Entire Agreement. This Agreement, the Grant Agreement, and the Joint Use Agreement, as amended, contain all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties hereto.

14.10 Successors and Assigns. Subject to the provisions hereof relative to assignment and to Section 13.1 hereof, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

14.11 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement. Except as otherwise provided herein, the parties agree that any matter that requires the approval or consent of a party under this Agreement, such approval or consent shall be given or withheld within thirty (30) days following request; provided, however, if the party fails to respond in such time period or if the party denies or disapproves the request and fails to specify in detail the reasons for such denial or disapproval, then the request shall be deemed disapproved.

14.12 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter and the feminine includes the masculine and the neuter, and each includes corporation, partnership or other legal entity when the context so requires.

14.13 Waiver. Either party hereto may waive the satisfaction or performance of any conditions or agreements in this Agreement which have been inserted for its own benefit, so long as the waiver is signed and specifies the waived condition or agreement and is delivered to the other party hereto. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may develop between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of one of the parties to insist upon the performance by the other party in strict accordance with said terms.

14.14 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and, shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

14.15 No Subordination. Nothing contained in this Agreement shall be deemed to subordinate LAUSD's interest in the Campus to the interest of CITY.

14.16 Severability. The invalidity or unenforceability of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

14.17 Force Majeure. All time periods set forth in this Agreement shall be extended by one day for each day of Force Majeure Delay that occurs, but in no event shall the

Completion of Project Construction be extended by more than 365 days as a result of Force Majeure Delays. "Force Majeure Delay" shall mean any actual delays due to strikes, lockouts or other labor disturbance, civil disturbance, riot, sabotage, blockage, embargo, inability to secure materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body, severe or unusual shortages of material, supplies or labor, act of the legislature, lightning, rain, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, terrorist act, or any other cause outside of LAUSD's or CITY's reasonable control; provided, however, that, notwithstanding the foregoing, CITY shall in any event pay any sum of money required to discharge any lien if at any time the Campus, or portion thereof, or the Project, or any part thereof, shall be in danger of being foreclosed, forfeited or lost.

14.18 Reimbursement Charges. Notwithstanding anything to the contrary set forth in this Agreement, other than in the context of a default under this Agreement, the parties shall reasonably cooperate with each other to minimize any and all reimbursement obligations under this Agreement.

14.19 Entire Agreement; Incorporation. This Agreement contains all of the agreements of the parties hereto with respect to the Construction of the Project, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties hereto. The terms and conditions of the Joint Use Agreement, as amended, and the Grant Agreement, as amended, shall apply to the use, maintenance and operation of the Shared Use Spaces identified in said agreements. The terms and conditions of the Exhibits attached hereto are incorporated herein by this reference thereto.

- Exhibit A: Site Plan showing Joint Use Area
- Exhibit B: Project Schedule
- Exhibit C: Form of Payment and/or Performance Bond
- Exhibit D: Construction Plans
- Exhibit E: Insurance Requirements
- Exhibit F: Persons Authorized to Receive Notice for CITY and LAUSD
- Exhibit G: Fingerprinting Requirements

14.20 Days. The word "days" as used in this Agreement shall mean and refer to calendar days unless expressly stated as business days and, due to budget cuts, shall not include any furlough day observed by LAUSD. If the time period for the performance of any act under this Agreement expires on a Saturday, Sunday or any other day in which banking institutions in the State of California are authorized or obligated by law or executive order to close ("**Holiday**"), the act in question may be performed on the next succeeding day that is not a Saturday, Sunday or Holiday.

14.21 Signatures. Each individual executing this Agreement on behalf of CITY represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of CITY, and that this Agreement is binding upon CITY in accordance with its terms. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and that this Agreement is binding upon LAUSD in accordance with its terms.

PROPOSED

IN WITNESS WHEREOF, LAUSD and CITY have executed this Agreement as of the dates set forth with the respective signatures.

LAUSD:  
LOS ANGELES UNIFIED SCHOOL DISTRICT,  
a school district duly formed and existing under the  
laws of the State of California

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY:  
CITY OF LOS ANGELES,  
a Municipal Corporation  
Acting by and through its  
Department of Recreation and Parks

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

By: \_\_\_\_\_  
Name: Michael Shull  
Title: General Manager

APPROVED AS TO FORM:  
Michael A. Feuer, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:  
Holly L. Wolcott, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

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

EXHIBIT A

Site Plan

(see attached)

PROPOSED

EXHIBIT B

Project Schedule

PROPOSED

EXHIBIT C

Form of Performance Bond

**FAITHFUL PERFORMANCE BOND**

WHEREAS City of Los Angeles, a municipal corporation, hereinafter called Developer, and \_\_\_\_\_ hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety, and identified as follows:  
dated \_\_\_\_\_  
for the Project known as \_\_\_\_\_  
located at \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_

NOW, THEREFORE, CONTRACTOR, as Principal, and \_\_\_\_\_ as Surety; are held and firmly bound to Developer, its successors and assigns in the amount set forth under the bond, for the payment whereof in the manner specified, the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

**FAITHFUL PERFORMANCE BOND**

In an amount equal to One Hundred Percent (100%) of the above Contract Amount, the condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform all of the terms and conditions of the Contract in strict conformity therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for valued received, hereby stipulates and agrees that no adjustment to the Contract Amount and or Contract Times, alteration, additions and/or deletion to the terms of the Contract, or to the work to be performed thereunder, shall in anyway affect its obligations on the above bond, and it does hereby waive notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents. The Surety hereby acknowledges and agrees that Developer may assign its rights herein to the State of California or any state agency providing funding or financing for the Project without the consent of Surety.

No final settlement between the Developer and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In case any suit is brought upon this bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

SURETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Bond No: \_\_\_\_\_

Developer will obtain the following certification:

**CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE OR THIRD PARTY APPROVED BY LAUSD**

I hereby certify:

1. The named Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect; and
2. (A) This office has on file the financial statement of the named surety for the period ending \_\_\_\_\_ showing capital and surplus not less than ten (10) times the Contract Amount, or (B) such other evidence reasonably acceptable to LAUSD.

EXHIBIT D

Approved Construction Plans

Please see attached.

The Construction Plans are also identified as:

PROPOSED

EXHIBIT E

Specific Information or Requirements

**Builder's Risk Insurance:** See Section 10.1.1 above.

For the total value of the Project, currently projected to be \$18,000,000

**Commercial General Liability Insurance:** See Section 10.1.1.1 above.

Minimum limit of not less than \$5,000,000 per occurrence, \$5,000,000 annual aggregate, and \$5,000,000 umbrella policy.

**Automobile Insurance:** See Section 10.1.1.3 above.

Minimum of \$1,000,000 per occurrence covering owned, hired and non-owned vehicles used by CITY.

**Worker's Compensation Insurance:** See Section 10.1.1.4 above.

Minimum of \$1,000,000 or that required by law, whichever is higher.

**Addresses for Notices:** See Article XIII

To CITY: Cathie M. Santo Domingo, P. E.  
Superintendent Planning, Construction, & Maintenance  
City of Los Angeles/Department of Recreation & Parks  
(213) 202-2668

and a copy to: Jimmy Newsom  
Senior Management Analyst  
City of Los Angeles/Department of Recreation and Parks  
6335 Woodley Avenue  
Van Nuys, CA 91406  
Office: 818-756-9294  
Fax: 818-908-9786

To LAUSD: Los Angeles Unified School District  
333 South Beaudry Avenue, Floor 23  
Los Angeles, CA 90017

Attn: Facilities – Al Grazioli  
Facsimile:

and a copy to:

Los Angeles Unified School District  
333 South Beaudry Avenue, Floor 23  
Los Angeles, CA 90017  
Attn: Office of General Counsel – Facilities Legal  
Facsimile: 213-241-8386

PROPOSED

EXHIBIT F

Persons Authorized to Receive Notice

CITY and LAUSD may change the persons identified in this Exhibit F at any time and at will by providing written notice to the other party.

CITY:

Cathie M. Santo Domingo, P. E.  
Superintendent Planning, Construction, & Maintenance  
City of Los Angeles/Department of Recreation & Parks  
(213) 202-2668

Jimmy Newsom  
Senior Management Analyst  
City of Los Angeles/Department of Recreation and Parks  
6335 Woodley Avenue  
Van Nuys, CA 91406  
Office: 818-756-9294  
Fax: 818-908-9786

LAUSD:

Name: Al Grazioli  
Title: Director, Asset Development  
Tel. No: 213.241.6457  
Cell No.: 626.688.7718  
E-Mail: [albert.grazioli@lausd.net](mailto:albert.grazioli@lausd.net)

Name: Isela Lopez  
Title: Asset Management  
Tel. No: 213.241.6461  
E-Mail: [isela.lopez@lausd.net](mailto:isela.lopez@lausd.net)

EXHIBIT G

Fingerprinting Requirements

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

\_\_\_\_\_ certifies it has performed one of the following:

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services on LAUSD property, pursuant to the Development Agreement Between Los Angeles Unified School District and City of Los Angeles and its contract/purchase order with the City of Los Angeles dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "H-1" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

The installation of a physical barrier at the worksite to limit contact with pupils. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Washington Irving Magnet School  
3010 Estara Avenue, Los Angeles 90065**

Joint Use Area(s):

- 1) Park Area
- 2) Multiuse Synthetic Field (Project) Area



MEMBERS OF THE BOARD

MONICA GARCIA  
TAMAR GALATZAN  
BENNETT KAYSER  
DR. GEORGE J. MCKENNA III  
MONICA RATLIFF  
RICHARD A. VLADOVIC, Ed.D., PRESIDENT  
STEVEN ZIMMER



LOS ANGELES UNIFIED SCHOOL DISTRICT

Administrative Office  
333 South Broadway Avenue, 24<sup>th</sup> Floor  
Los Angeles, California 90017  
Telephone: (213) 241-7000  
Fax: (213) 241-8442

JOHN E. DEASY, Ph.D.  
SUPERINTENDENT OF SCHOOLS

August 27, 2014

Veronica Buenrostro  
City of Los Angeles  
Department of Public Works, Bureau of Engineering  
1149 S. Broadway, Suite 860  
Los Angeles, CA 90015

Joel Alvarez  
City of Los Angeles  
Recreation and Park Partnerships  
3900 W. Chevy Chase Drive  
Los Angeles, CA 90039

**LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) WASHINGTON IRVING MIDDLE SCHOOL  
PROPOSITION K SYNTHETIC TURF SPORTSFIELD  
CONTRACT NO. C-99587**

This letter serves as the LAUSD'S notification to the Bureau of Engineering (BOE) and to the Department of Recreation and Parks (RAP), of athletic activities use restrictions on the synthetic turf multi-use field at Washington Irving Middle School which has a Joint Use Agreement with the City of LA under the Proposition K program.

As posted on the District's Office of Environmental Health & Safety (OEHS) website [http://www.lausd-oehs.org/fledoperations\\_listinspections.asp](http://www.lausd-oehs.org/fledoperations_listinspections.asp), the Corrective Action Notice restricts sports and athletic activities on the Irving Middle School's synthetic turf field until approved for re-use by the OEHS. LAUSD's Maintenance and Operations is currently working on a solution to the field conditions. We will keep you apprised of any corrective action plans and/or approval for re-use of the field.

Please contact Annette Henderson at (213) 241-4915 or by email at [annette.henderson@lausd.net](mailto:annette.henderson@lausd.net) if you have any questions. Thank you.

A handwritten signature in black ink, appearing to read "Shawn Atlow".

Shawn Atlow, Director  
LAUSD Facilities Legislation, Grants & Funding

C: LAUSD Docs: Atlow  
C: Eileen Ma  
C: LAUSD Docs

**BOARD REPORT**

NO. 17-120

DATE May 17, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **PARK FEE ORDINANCE – CHANGES TO THE PARK FEES SECTION OF THE SCHEDULE OF RATES AND FEES**

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

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

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

RECOMMENDATIONS

1. Authorize staff to amend the Park Fees section of the Schedule of Rates and Fees, as outlined in the body of this report, and detailed on the attached schedule (Exhibit A), which is to be effective July 1, 2017;
2. Find that the amendment of the Park Fees section of the Schedule of Rates and Fees is not subject to the requirements of California Environmental Quality Act (CEQA) as a project; and,
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On September 7, 2016, The City Council approved the new Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505, and approved a Resolution relative to a General Plan Amendment to amend the Public Recreation Plan of the Service Systems Element of the City of Los Angeles General Plan.

The Park Fee Ordinance requires all new residential dwelling units to dedicate land, or pay a fee in-lieu, or provide a combination of land dedication and fee payment, for the purpose of acquiring, expanding, and improving park and recreational facilities for new residents. Certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee.

## BOARD REPORT

PG. 2      NO. 17-120

On December 14, 2016, the Board of Recreation and Park Commissioners (Board) approved the establishment of a new Park Fees Section of the Schedule of Rates and Fees, which included the initial adjustment of the parks fees and the establishment of an administrative fee, and authorized the establishment of various special fund accounts for the deposit of collected fees (Report No. 16-248).

### PARK FEE PHASE IN

Per Section 12.33.E.4 of the Park Fee Ordinance, the park fees shall be phased in as described in Section 19.17 of the Park Fee Ordinance. Per Section 19.17 of the Park Fee Ordinance, the fee schedule shall be established as a part of the Department's Schedule of Rates and Fees.

The phase in schedule from Section 19.17 of the Park Fee Ordinance is below:

#### Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: Seven Thousand, Five Hundred Dollars (\$7,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars (\$2,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

#### Non-subdivision (park mitigation) fee:

At effective date of ordinance Two Thousand, Five Hundred Dollars (\$2,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars (\$2,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

It should be noted that during the phase in period the Board will need to adjust the Department's Schedule of Rates and Fees four occasions:

1. Before the Effective Date of Ordinance (i.e. January 11, 2017)
  - o Note: Completed on December 14, 2016 (Report No. 16-248)
2. Before the 1st Annual Fee Adjustment (i.e. prior to July 1, 2017)
3. Before the 1st anniversary of Effective Date of Ordinance (i.e. January 11, 2018)
4. Before the 2nd Annual Fee Adjustment (i.e. prior to July 1, 2018)

BOARD REPORT

PG. 3 NO. 17-120

PARK FEE ANNUAL ADJUSTMENT PROCEDURE

Per Section 12.33.E.5 of the Park Fee Ordinance, the park fees are to be adjusted using a combination of annual changes in a construction cost index and a land value index:

“Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.”

RECOMMENDED PARK FEE ADJUSTMENT

The calculation of the Park Fee adjustment is detailed below. The calculation of the Park Fee adjustment is based on the data provided in Engineering News Record’s Construction Cost Index for Los Angeles and in CoreLogic’s (Dataquick) Median Home Sales Price for the City of Los Angeles. Note that all percentages have been rounded, up or down, to the nearest One tenth (1/10<sup>th</sup>) of a percent.

(1) Construction Cost Index for Los Angeles

March 2016	11157.78
March 2017	11555.03
Percent Change	3.6%

(2) CoreLogic (Dataquick) Median Home Sales Price for the City of Los Angeles (all homes)

March 2016	\$659,000
March 2017	\$680,000
Percent Change	3.2%

The Park Fee Ordinance proscribes that a “weighted average” of the two (2) indexes be used to calculate the annual adjustment. The Park and Recreation Site and Facility Fee Study (Fee Study) that was prepared by the City, and that provided the technical analysis and nexus findings to support the development of the Park Fee Ordinance, determined that eighty two percent (82%) the park and recreational fee is attributed to land acquisition costs to serve future developments. Therefore, for the annual adjustment of the park fees, the two indexes are being weighted according to the percentage breakdown identified in the Fee Study.

BOARD REPORT

PG. 4 NO. 17-120

(3) Adjustment Factor Derivation

	<u>Value</u>	<u>Weight</u>	<u>Weighted Value</u>
Construction Cost Index	3.6%	18%	0.6%
Median Home Sales Price	3.2%	82%	<u>2.6%</u>
Weighted Average			3.2%

Based on the analysis detailed above, the park fee adjustment factor would be three point two percent (3.2%). In order to calculate the new Park Fee, the park fee adjustment factor of three point two percent (3.2%) will need to be applied to the current fees identified in the Park Fees section of the Schedule of Rates and Fees:

(4) Current Park Fees

	<u>Current Fee</u>	<u>Adjustment %</u>	<u>New Fee</u>
Subdivision Projects	\$8,122.50	3.2%	\$8,382.42
Non-subdivision Projects	\$2,707.50	3.2%	\$2,794.14

Upon approval of this report by the Board, the "New Fee" show above would be established in the Park Fees section of the Schedule of Rates and Fees as the fee schedule to be effective from July 1, 2017 to January 10, 2017.

PARK SERVICE FACTOR

As a part of the Fee Study that was prepared to support the development of the Park Fee Ordinance, a technical analysis was undertaken to determine the maximum supportable park fee the City could legally adopt. The Fee Study calculated the maximum supportable park fee at Eighteen Thousand, Three Hundred Sixty-Four Dollars (\$18,364.00) per dwelling unit.

As detailed in the Fee Study, the maximum supportable park fee was the amount necessary to charge new dwelling units in order to maintain the existing park level of service for City-owned facilities. At the time of the Fee Study the existing park level of service for City-owned facilities was calculated at 4.2 acres per 1,000 residents (0.0042 acres of park land per resident). This existing level of park service for City-owned facilities is identified in the Fee Study as the Park Service Standard (Park Service Factor).

The Park Fee Ordinance includes a formula for RAP staff to use in order to calculate the amount of park land dedication a project would need to make in order to satisfy its requirements under the ordinance. The Park Service Factor is one of the components used to calculate amount of land to be dedicated.

As the City ultimately adopted parks fees that were below the maximum supportable park fee that was identified in the Fee Study it is necessary for staff to adjust the Park Service Factor by an equivalent percentage so that the land dedication requirements are appropriately calculated. The methodology used to adjust the Park Service Factor is detailed below:

BOARD REPORT

PG. 5 NO. 17-120

(5) Park Service Factor

	<u>Subdivision Projects</u>	<u>Non-subdivision Projects</u>
Maximum Fee (Fee Study)	\$18,364.00	\$18,364.00
Current Fee	\$8,382.42	\$2,794.14
Adjustment Percentage	(54.3%)	(84.8%)
Park Service Factor (Fee Study)	0.0042	0.0042
Adjustment Percentage	(54.3%)	(84.8%)
Current Park Service Factor	0.00192	0.00064

Currently the Park Service factor can be found on RAP's website. Staff recommends that the Park Service Factor be incorporated into the Park Fees section of the Schedule of Rates and Fees. Staff is recommending that this be done so that project applicants can find, in one place, the information needed and necessary for them to calculate and determine what their obligations to the City may be under the Park Fee Ordinance.

It should be noted that the Park Service Factor will only need to be adjusted during the phase in period described in Section 19.17 of the Park Fee Ordinance. Once the City's approved Park Fee Schedule has been fully phased in the Park Service Factor will not need to be adjusted again until/unless the City undertakes an update to the Fee Study.

ADMINISTRATIVE FEES

The Board has previously adopted an administrative service fee in the amount of three percent (3%) for the Park Fee program and authorized the establishment of a Park Fee Program Administration Account No. 89720H under Fund No. 302 and Dept. No. 89 for the deposit of the administrative service fees (Report No. 16-248). The administrative fee was established to help ensure that sufficient staffing and resources will be available to effectively manage the Park Fee program. As discussed in Report No. 16-248, the establishment of an administrative fee is allowable under Park Fee Ordinance. Pursuant to Section 12.33.J.1 of the Park Fee Ordinance, the collected Park Fees can be used for "any administrative costs incurred by the City in accordance with this section".

Following the approval of Report No. 16-248, the Department established a specific work order number which it is using to track administrative expenses related to the Park Fee Program.

The Department is not recommending any change in the administrative service fee at this time.

ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that this action is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c) as it is an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and consequently is not a project under CEQA Guidelines Section 15378. Therefore, no CEQA documentation is required.

BOARD REPORT

PG. 6 NO. 17-120     

FISCAL IMPACT STATEMENT

The amendment of the Park Fees section of the Schedule of Rates and Fees will have no fiscal impact on the RAP General Fund.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

1. Proposed Amendment to the Schedule of Rates and Fees
2. Board Report No. 16-248
3. Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505

PARK FEES  
(Revised 5/17)

PARK FEES

Pursuant to Los Angeles Municipal Code Section 12.33, all new, non-exempt, residential dwelling units shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. The fee amount depends on the type of residential development project (Subdivision or Non-Subdivision).

The Department of Recreation and Park (RAP) shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and RAP's schedule of rates and fees. The park fee shall be phased in as described in Los Angeles Municipal Code Section 19.17.

Residential Subdivision projects are subject to the Quimby in-lieu fee and shall pay:

\$8,382.42 (per each new non-exempt dwelling unit)

Non-subdivision Residential projects are subject to the Park Mitigation fee and shall pay:

\$2,794.14 (per each new non-exempt dwelling unit)

The park fee schedule above shall be effective from July 1, 2017 to January 10, 2018.

PARK FEE ANNUAL ADJUSTMENT

Pursuant to Los Angeles Municipal Code Section 12.33.E.5, any fee imposed by Los Angeles Municipal Code Section 12.33 shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in:

- (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the twelve (12) month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and
- (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the twelve (12) month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

The park fee adjustment factor that shall be effective on July 1, 2017 is 3.2%.

PARK SERVICE FACTOR

Pursuant to Los Angeles Municipal Code Section 12.33 D, Residential Subdivision projects with more than 50 residential dwelling units may be required by the City to dedicate land to the City for park and recreation purposes. The amount of land to be dedicated is calculated pursuant to the formula detailed in Los Angeles Municipal Code Section 12.33 D.2.

Park Service Factor for Residential Subdivision projects:

$$F = 0.00192 \text{ (1.92 acres of park land per 1,000 residents)}$$

Pursuant to Los Angeles Municipal Code Section 12.33 H.1, Residential Subdivision projects with less than 50 residential dwelling units may offer to dedicate land to the City for park and recreation purposes in lieu of paying Park Fees. The amount of land to be dedicated is calculated pursuant to the formula detailed in Los Angeles Municipal Code Section 12.33 H.1 (a).

Park Service Factor for Residential Subdivision projects:

$$F = 0.00192 \text{ (1.92 acres of park land per 1,000 residents)}$$

Pursuant to Los Angeles Municipal Code Section 12.33 H.1, Non-subdivision Residential projects may offer to dedicate land to the City for park and recreation purposes in lieu of paying Park Fees. The amount of land to be dedicated is calculated pursuant to the formula detailed in Los Angeles Municipal Code Section 12.33 H.1 (a).

Park Service Factor for Non-Residential Subdivision projects:

$$F = 0.00064 \text{ (0.64 acres of park land per 1,000 residents)}$$

PAYMENT OF PARK FEES

All Park Fees shall be paid to the City of Los Angeles Department of Recreation and Parks. Checks should be made payable to the City of Los Angeles, Department of Recreation and Parks.

Park Fee payments may be made at, or be mailed to, the following address:

City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 400 (Fourth Floor)  
Los Angeles, California 90012  
Attention: Park Fees Program

Park Fees that are not paid by January 10, 2018 shall be subject to recalculation.

PARK FEE PROGRAM ADMINISTRATION

Pursuant to Los Angeles Municipal Code Section 12.33.J.1, the collected park fees can be used for any administrative costs incurred by the City in accordance with that section.

## ATTACHMENT 1

3% of all Quimby in-lieu Fees and Park Mitigation Fees to be deposited into the Park Fee Administration Account.

97% of all Quimby in-lieu fees to be deposited into the Quimby In-Lieu Fee Account.

97% of all Park Mitigation fees to be deposited into the Park Mitigation Fee Account.

APPROVED

12-14-2016

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 16-248

DATE December 14, 2016

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARK FEE ORDINANCE – ESTABLISHMENT OF VARIOUS SPECIAL FUND ACCOUNTS – CHANGES TO SCHEDULE OF RATES AND FEES TO ADD NEW SECTION FOR PARKS FEES

AP Diaz, R. Barajas, H. Fujita, V. Israel, K. Regan, N. Williams

[Signature] General Manager

Approved [checked], Disapproved, Withdrawn, As Amended

RECOMMENDATIONS

- 1. Approve the establishment of a new Park Fees section...
2. Authorize Department of Recreation and Parks (RAP) staff...
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee...
4. Authorize RAP's Chief Accounting Employee to establish new Special Funds Account...
5. Authorize RAP's Chief Accounting Employee to establish, as needed, sub-accounts...
6. Authorize RAP's Chief Accounting Employee to establish new Special Funds Account...
7. Find that the establishment of a new Park Fees section... is not subject to the requirements of California Environmental Quality Act (CEQA) as a project; and,

## BOARD REPORT

PG. 2 NO. 16-248

8. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On September 7, 2016, The Los Angeles City Council approved the new Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505 (Attachment 2), and approved a Resolution relative to a General Plan Amendment to amend the Public Recreation Plan of the Service Systems Element of the City of Los Angeles General Plan.

The Park Fee Ordinance requires all new residential dwelling units to dedicate land, pay a in-lieu fee, or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding, and improving park and recreational facilities for new residents. Certain affordable housing units and secondary dwelling units would be exempt from any requirement to pay a fee.

The Resolution to amend the Public Recreation Plan modernizes the definitions for neighborhood, community, and regional recreational sites and facilities; updates the guidelines and definitions for park sites; and, adds guidelines not previously specified for regional recreational sites and facilities. The updated guidelines also include modified recommended service area distances, as well as new recommended service levels for each of the three defined types of recreational sites and facilities.

Both the Park Fee Ordinance and the General Plan Amendment to amend the Public Recreation Plan of the Service Systems Element of the City of Los Angeles General Plan will take effect on January 11, 2017.

PARK FEE ORDINANCE KEY PROVISIONS

Summarized below are some of the key provisions of the Park Fee Ordinance.

- Requires all new, non-exempt, residential dwelling units be subject to the Park Fee Ordinance. Replacement dwelling units, certain affordable housing units, and secondary dwelling units would be exempt from the requirement to pay a Park Fee. Vested projects that were subject to Quimby and Zone Change fees prior to the effective date of the Park Fee Ordinance would be required to pay those previously owed Quimby and Zone Change fees and would be exempt from the requirement to pay a Park Fee.
- Creates a new two-tiered fee structure, with one-tier for Residential Subdivision projects and a second-tier for Non-subdivision Residential projects. Park Fees for Residential Subdivision projects would start at Eight Thousand One Hundred Twenty Two Dollars and Fifty Cents (\$8,122.50) per dwelling unit. Park Fees for Non-subdivision Residential projects would start at Two Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$2,707.50) per dwelling unit. The Park Fees will be phased in over two years and will be subject to an annual adjustment on July 1<sup>st</sup> of each year.

## BOARD REPORT

PG. 3 NO. 16-248

- Requires all residential subdivision projects that contain more than fifty (50) dwelling units to meet with staff from RAP and the Department of City Planning (Planning) in advance of submitting a tract map application. The purpose of this early consultation is to discuss whether the City of Los Angeles may require land dedication from the project and if any credits or exemptions are potentially available to the project.
- Allows for an expanded definition of the types of private recreational amenities potentially eligible for a credit against the required park fees. Permits credits to be awarded for on-site or off-site private recreational facilities. Establishes that any credit granted should bear a reasonable relationship to an independent assessment of the construction cost for the recreational facility, such as the estimates provided in the RSMMeans Building Construction Cost Data Report.
- Establishes new park service radii for neighborhood parks (two mile radius), community parks (five mile radius), and regional parks (ten mile radius), and requires that any dedication of land or expenditure of Park Fees be made in accordance with those service radii.
- Requires that the dedicated lands or Park Fees collected be used for the acquisition, improvement, and/or expansion of public parks and recreational facilities; to pay for the finance costs on bonds or other obligations issued by, or on behalf of, the City to finance such park improvements; and/or to pay for administrative costs incurred by the City in accordance with the implementation of the Park Fee Program.

AMENDMENT TO THE PUBLIC RECREATION PLAN

Summarized below are some of the key provisions of the General Plan Amendment to amend the Public Recreation Plan.

- Revises the definitions of neighborhood and community recreational sites and facilities, and added definitions for regional recreational sites and facilities.
- Eliminates the service radii for neighborhood and community recreational sites and facilities, as those service radii has been moved to the Park Fee Ordinance.
- Revises the recommended City-wide park acreage service levels for neighborhood, community, and regional parks. Clarifies that the City's long-term acreage goals for public parkland are two acres per 1,000 persons for neighborhood parks; two acres per 1,000 persons for community parks; and, six acres per 1,000 persons for regional parks.
- Eliminates the short-term and intermediate-term City-wide park acreage service levels standards.

## BOARD REPORT

PG. 4 NO. 16-248PARK FEE PROGRAM ADMINISTRATIVE AND PROCEDURAL CHANGES

Summarized below are some of the necessary administrative and procedural changes that will need to be made to how the Park Fee program is organized and managed. While a number of these changes are one-time changes, it is anticipated that some of these changes will, in the long term, result in the need for additional RAP staffing and resources in order for the Park Fee program to continue to be managed effectively.

- RAP will be responsible for calculating the required park fees owed by each residential development project and sending the letters to the developers. This responsibility will also include calculating the required park fees for vested projects that were subject to Quimby Fees or Zone Change Fees prior to the effective date of the Park Fee Ordinance.
- RAP will be required to attend the early consultation predevelopment meetings for residential subdivision projects that contain more than fifty (50) dwelling units to review land dedication options.
- RAP will need to regularly participate in the scheduled Subdivision Committee (Advisory Agency) meetings in order to make recommendations on subdivision projects. Department recommendations on subdivision projects with over 50 dwelling units will require approval of the Board of Recreation and Park Commissioners (Board) before the RAP can submit recommendations to the Subdivision Committee for those subdivision projects.

Note: Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), the Department is to submit a report to the Advisory Agency for each application for subdivision map approval and that report "shall contain recommendations, approved by the Board of Recreation and Park Commissioners, specifying the land to be dedicated, the payment of fees in lieu thereof, or a combination of both...". The Board has authorized the Department to recommend to the Subdivision Committee that the payment of a fee be required for those subdivisions with less than fifty (50) lots (Report No. 591-75). Report No. 591-75 did not, however, authorize the Department to make recommendations to the Subdivision Committee for applications for subdivisions with more than fifty (50) lots.

- RAP will need to modify its existing new systems and methods for tracking the collection and allocation of Park Fees. The Park Fees collected from each residential development project will need to be deposited into an sub-account specifically established for that project (i.e. one account per residential development project) and any interest income generated by those funds will also be deposited into that same account.
- RAP will need to modify its existing geographic information system (GIS) to utilize the new park service radii.

## BOARD REPORT

PG. 5 NO. 16-248

- RAP will be required to prepare an annual report to the Board, within 180 days following the end of the fiscal year, which details Park Fee income (including interest income), expenditures, and the status of the two Park Fee trust funds. As a part of that annual report, RAP shall also report on each park project for which fees were committed in the prior Fiscal Year and on the approximate date by which the construction of those park projects will commence. Additionally, commencing with the annual report due at the end of Fiscal Year 2020-2021, and every five Fiscal Years thereafter, RAP is required to make specific findings regarding any Park Fees that remain unexpended and on any Park Fee funded park projects that remain incomplete.

PARK FEE PHASE IN

Per Section 12.33.E.4 of the Park Fee Ordinance, the park fees shall be phased in as described in Section 19.17 of the Park Fee Ordinance. Per Section 19.17 of the Park Fee Ordinance, the fee schedule shall be established as a part of RAP's Schedule of Rates and Fees. The phase in schedule from Section 19.17 of the Park Fee Ordinance is below:

## Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: Seven Thousand, Five Hundred Dollars (\$7,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars (\$2,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

## Non-subdivision (park mitigation) fee:

At effective date of ordinance: Two Thousand, Five Hundred Dollars \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Based on the phase-in schedule in Section 19.17 of the Park Fee Ordinance, and the requirement that the fee schedule be established as a part of RAP's Schedule of Rates and Fees, the Board will need to adopt the Park Fee and incorporate that Park Fee into the Schedule of Rates and Fees before Park Fees can be charged to developers.

## BOARD REPORT

PG. 6 NO. 16-248

It should be noted that during the two year phase in period the Board will need to approve adjustments to the Park Fee on at least four occasions:

1. Before the Effective Date of Ordinance (i.e. January 11, 2017)
2. Before the 1st Annual Fee Adjustment (i.e. prior to July 1, 2017)
3. Before the 1st anniversary of Effective Date of Ordinance (i.e. January 11, 2018)
4. Before the 2nd Annual Fee Adjustment (i.e. prior to July 1, 2018)

PARK FEE ANNUAL ADJUSTMENT PROCEDURE

Per Section 12.33.E.5 of the Park Fee Ordinance, the park fees are to be adjusted using a combination of annual changes in a construction cost index and a land value index:

“Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.”

RECOMMENDED INITIAL PARK FEE ADJUSTMENT

Based on the data provided in Engineering News Record's Construction Cost Index for Los Angeles and in CoreLogic's (Dataquick) Median Home Sales Price for the City of Los Angeles, the calculation of the Park Fee adjustment is detailed below. Note that all percentages have been rounded, up or down, to the nearest 1/10<sup>th</sup> of a percent.

## (1) Construction Cost Index for Los Angeles

March 2015	\$10995.27
March 2016	\$11157.78
Percent Change	1.5%

## (2) CoreLogic (Dataquick) Median Home Sales Price for the City of Los Angeles (all homes)

March 2015	\$600,000.00
March 2016	\$659,000.00
Percent Change	9.8%

BOARD REPORT

PG. 7 NO. 16-248

The Park Fee Ordinance proscribes that a “weighted average” of the two indexes be used to calculate the annual adjustment. However the Park Fee Ordinance does not specify how the two indexes should be weighted. The Park and Recreation Site and Facility Fee Study that was prepared by the City, and that provided the technical analysis and nexus findings to support the development of the Park Fee Ordinance, determined that eighty two percent (82%) the park and recreational fee is attributed to land acquisition costs to serve future developments. Therefore, for the annual adjustment of the park fees, RAP recommends that the two indexes be weighted accordingly:

(3) Adjustment Factor Derivation

	<u>Value</u>	<u>Weight</u>	<u>Weighted Value</u>
Construction Cost Index	1.5%	18%	0.3%
Median Home Sales Price	9.8%	82%	<u>8.0%</u>
Weighted Average			8.3%

Based on the analysis detailed above, the initial annual park fee adjustment factor would be 8.3% ~~5.7%~~. In order to calculate the initial Park Fee, the initial annual park fee adjustment factor of 8.3% ~~5.7%~~ will need to be applied to the base fees identified in Section 19.17 of the Park Fee Ordinance:

(4) Initial Park Fee

	<u>Base Fee</u>	<u>Adjustment %</u>	<u>New Fee</u>
Subdivision Projects	\$7,500.00	8.3%	\$8,122.50
Non-subdivision Projects	<del>\$2,000.00</del>	8.3%	\$2,707.50
	\$2,500.00		

Upon approval of this Report by the Board, the park fee schedule show above, and detailed in the proposed Park Fees section of the Schedule of Rates and Fees, would be established as the fee schedule to be effective from January 11, 2017 to June 30, 2017.

ADMINISTRATIVE FEES

RAP staff recommends that the Board approve the adoption of an administrative fee for the Park Fee program. An administrative fee would help ensure that sufficient staffing and resources will be available to effectively manage the program. As discussed in detail in this report, RAP will need to make a number of organizational, administrative, and procedural changes in order to manage Park Fee program in conformance with the requirements of the Park Fee Ordinance.

RAP staff has evaluated two potential administrative fee structures:

- (1) a service fee structure and
- (2) a flat administrative fee structure.

In a service fee structure, fees would be paid to RAP for services to project applicants to facilitate the development approval process, such as processing development and park fee

## BOARD REPORT

PG. 8 NO. 16-248

applications, reviewing and checking plans, consultation meetings and site visits, and performing inspections of proposed park dedications and recreational improvements. A service free structure for the Park Fee Program would likely require multiple interactions and transactions with project applicants (e.g. for project applications, park fee calculations, review of potential land dedications, review of potential recreational credits, etc.) and necessitate the establishment of associated service fees. Some of these service fees would be applicable to all project applicants and others would potentially only be charged to large or complex projects.

In a flat administrative fee structure, RAP would allocate a fixed percentage of each Park Fee payment directly to an administrative account. No additional fees would be required to be paid to RAP by project applicants for services related to the processing their projects, regardless of the size or complexity of said projects.

RAP evaluated the service fee structure and the flat administrative fee structure, both in terms of monetary costs to developers and administrative complexity for RAP, and determined that the flat administrative fee structure would be the best approach for the management of the Park Fee Program. A service fee structure would result in the establishment of a number of separate service fees and, with that, increased administrative burdens for tracking and reporting. Additionally, a service fee structure may disproportionately impact project applicants proposing smaller projects, as service fees may be relatively high in comparison to the Park Fees that may untimely be paid by those smaller projects.

RAP staff recommends that the Board adopt an administrative service fee in the amount of three percent (3%) for the Park Fee program, and authorize the establishment of a Park Fee Program Administration account for the deposit of those fees. The establishment of an administrative fee is allowable under Park Fee Ordinance. Pursuant to Section 12.33.J.1 of the Park Fee Ordinance, the collected Park Fees can be used for "any administrative costs incurred by the City in accordance with this section". If a flat administrative fee is approved and adopted by the Board, RAP would establish a specific work order number to track staff expenses changed to the Park Fee Program, and those expenses would be reportable in the annual Park Fee Program report RAP is required to prepare for the Board.

RAP has researched a number of other administrative fees charged by other City Departments and similar City mitigation fee programs and found that the proposed administrative fee of three percent (3%) for the Park Fee program is reasonable and comparable to those changes by other programs. For example, the Proposition K program has a three percent (3%) administrative fee; the Warner Center Transportation Improvement Trust Fund has a "up to ten percent (10%)" administrative fee; and the Central City West Transportation Mitigation Fund has a "up to five percent (5%)".

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that this action is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c) as it is an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and consequently is not a project under CEQA Guidelines Section 15378. Therefore, no CEQA documentation is required.

BOARD REPORT

PG. 9 NO. 16-248

FISCAL IMPACT STATEMENT

The establishment of a new Park Fees section of the Schedule of Rates and Fees, and associated Special Fund Accounts, will have no fiscal impact on RAP's General Fund.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

LIST OF ATTACHMENTS

- 1) Proposed Amendment to the Schedule of Rates and Fees
- 2) Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505
- 3) Board Report No. 591-75

PARK FEES  
(Established 12/16)

PARK FEES

Pursuant to Los Angeles Municipal Code Section 12.33, all new, non-exempt, residential dwelling units shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. The fee amount depends on the type of residential development project (Subdivision or Non-Subdivision).

The Department of Recreation and Parks (RAP) shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and RAP's schedule of rates and fees. The park fee shall be phased in as described in Los Angeles Municipal Code Section 19.17.

Residential Subdivision projects are subject to the Quimby in-lieu fee and shall pay:

Eight Thousand, One Hundred Twenty-Two Dollars and Fifty Cents (\$8,122.50)  
(per each new non-exempt dwelling unit)

Non-subdivision Residential projects are subject to the Park Mitigation fee and shall pay:

Two Thousand, Seven Hundred and Seven Dollars and Fifty Cents (\$2,707.50)  
(per each new non-exempt dwelling unit)

The park fee schedule above shall be effective from January 11, 2017 to June 30, 2017.

PARK FEE ANNUAL ADJUSTMENT

Pursuant to Los Angeles Municipal Code Section 12.33.E.5, any fee imposed by Los Angeles Municipal Code Section 12.33 shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in:

- (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and
- (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

The park fee adjustment factor that shall be effective on January 11, 2017 is 8.3%.

PAYMENT OF PARK FEES

All Park Fees shall be paid to the City of Los Angeles, Department of Recreation and Parks. Checks should be made payable to the City of Los Angeles, Department of Recreation and Parks.

Park Fee payments may be made at, or be mailed to, the following address:

Attention: Park Fees Program  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 400 (Fourth Floor)  
Los Angeles, California 90012

Park Fees that are not paid by June 30, 2017 shall be subject to recalculation.

PARK FEE PROGRAM ADMINISTRATION

Pursuant to Los Angeles Municipal Code Section 12.33.J.1, the collected park fees can be used for any administrative costs incurred by the City in accordance with that section.

3% of all Quimby in-lieu Fees and Park Mitigation Fees to be deposited into the Park Fee Administration Account.

97% of all Quimby in-lieu fees to be deposited into the Quimby In-Lieu Fee Account.

97% of all Park Mitigation fees to be deposited into the Park Mitigation Fee Account.

ORDINANCE NO. 184508

An ordinance amending Los Angeles Municipal Code (LAMC) Sections 12.21, 12.33, 17.03, 17.12 and 17.58; deleting Sections 17.07 and 19.01 from the LAMC; and adding Section 19.17 to the LAMC in order to update the City's park fees to mitigate the park- and open space-related impacts of new residential development projects.

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

Section 1. Subparagraph (2) of Paragraph (a) of Subdivision 2 of Subsection G of Section 12.21 of the Los Angeles Municipal Code is amended to read as follows:

(2) Common open space areas shall incorporate recreational amenities such as swimming pools, spas, picnic tables, benches, children's play areas, ball courts, barbecue areas and sitting areas.

Sec. 2. Subparagraph (2) of Paragraph (c) of Subdivision 29 of Subsection A of Section 12.22 of the Los Angeles Municipal Code is amended to read as follows:

(2) The open space required by Section 12.21.G. of this chapter shall be reduced by one-half, provided that a fee equivalent to the amount of the relevant park fee, pursuant to Section 19.17, shall be paid for all dwelling units, with the following exception: units qualifying under Section 12.33.C.3(d) shall be allowed to reduce the open space requirement by one-half without payment of such fee. The in-lieu fee shall be placed in a trust fund with the Department of Recreation and Parks for the purpose of acquisition, development and maintenance of open space and/or streetscape amenities within the Greater Downtown Housing Incentive Area, and within the Community Plan Area in which the project is located. The in-lieu fee is independent of any required park and recreation impact fee.

Sec. 3. Section 12.33 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 12.33. PARK FEES AND LAND DEDICATION.**

**A. Purpose.** New residential dwelling units increase demand on existing park and recreational facilities and create the need for additional facilities. The purpose of this Section is to enable the acquisition of land and the collection of fees to be used for the purpose of developing new or rehabilitating existing recreational facilities in order to create a healthy and sustainable city.

**B. Types of Fees.** The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision

projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee. Collectively, these fees are referred to in this Code as park fees.

**C. Subject Properties.** All new residential dwelling units and joint living and work quarters shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. For the purposes of this Section, dwelling units, second dwelling units in a single family zone, and joint living and work quarters shall be referred to as "dwelling units" or "residential dwelling units."

1. **Residential Subdivision Projects That Contain More Than 50 Dwelling Units.** A subdivision containing more than 50 dwelling units shall be required to participate in an early consultation with the Department of Recreation and Parks and Department of City Planning pursuant to Subsection D and may be required to dedicate land, make park improvements, pay a park fee or provide a combination of land dedication and park fee payment.

2. **All Other Residential Projects.** For residential subdivision projects containing 50 or fewer dwelling units or for non-subdivision residential projects that are seeking a building permit for a project application that contains any number of net new dwelling units, the project shall pay a park fee pursuant to Subsection E. Applicants may choose to dedicate land or new park and recreational facilities, and/or improve existing park and recreational facilities in lieu of payment of a park fee.

3. **Exemptions.** The following types of development shall not be required to pay a park fee:

- (a) Alterations, renovations or expansion of an existing residential building or structure where no additional dwelling units are created.
- (b) Replacement of existing dwelling units on the same lot resulting in no net increase of residential dwelling units.
- (c) The replacement of a destroyed or partially destroyed or damaged building or structure where no additional dwelling units are created.
- (d) Affordable housing pursuant to Subsection G of this Section.
- (e) Second dwelling units in single-family zones.
- (f) Non-residential development.

**D. Residential Subdivision Projects That Contain More Than 50 Dwelling Units.**

1. **Early Consultation.** Applicants shall meet with the Department of Recreation and Parks and Department of City Planning staff in advance of submitting a tract map application for a project of more than 50 units. The purpose of this early consultation is to discuss whether the City requires land dedication for the project and/or to discuss credits available to the applicant, if any. The Department of Recreation and Parks shall provide written verification of the consultation to the project applicant within ten (10) business days of the meeting. Written verification of this consultation shall be required before the Department of City Planning accepts an application for a tentative tract map.

2. **Formula for Park Land Dedication.**

(a) The Department of Recreation and Parks shall calculate the amount of land to be dedicated by determining the number of non-exempt (per Section 12.33.C.3) net new dwelling units in the proposed project and multiply that number by the average number of people per occupied dwelling unit and multiplying that by the park service factor:

$$LD = (DU \times P) \times F$$

- LD: Land to be dedicated in acres.  
 DU: Total number of new market-rate dwelling units.  
 P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.  
 F: Park service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) Any land dedication for park and recreation purposes shall not be deducted from a site's gross lot area for the purposes of calculating project density, lot area, buildable area or floor area ratio.

(c) If after recording the final map there is an increase in the number of dwelling units to be built or a change in the number and/or type of dwelling units designated which increases the number of persons served by the subdivision, the project applicant shall be required to dedicate additional land and/or pay additional fees, as determined by the Department of Recreation and Parks and the City Planning Department.

3. **Park Land Dedication Radius.** Any land dedication for park and recreation purposes shall be located within a certain radius from the project site, as specified below:

- (a) Neighborhood Park: within a 2-mile distance

- (b) Community Park: within a 5-mile distance
- (c) Regional Park: within a 10-mile distance

4. **Review of Land Dedication.**

(a) Upon receiving the project application for the tentative tract map, the Department of City Planning shall transmit the project application with land dedication to the Department of Recreation and Parks.

(b) After receipt of the project application, the Department of Recreation and Parks shall determine whether the land dedication proposal complies with the Department of Recreation and Park’s existing park and recreation standards and requirements.

(c) If the Department of Recreation and Parks determines that the land dedication proposal meets the standards and requirements of the department, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication. The Board of Recreation and Parks Commissioners may accept or decline the land dedication.

5. **Payment of Park Fee.** If the project will not be dedicating land for park and recreational purposes, the project applicant shall pay a park fee pursuant to Subsection E of this section.

**E. Park Fees for Non-Subdivision Residential Projects, Residential Subdivisions With 50 Units or Fewer, or Residential Subdivisions With More Than 50 Units That Are Not Dedicating Land.**

1. **Fees and Fee Schedule.** The park fee amount depends on the type of project. The Department of Recreation and Parks shall collect these fees pursuant to Section 19.17 and the Department of Recreation and Parks rate and fee schedule.

2. **Fee Calculation.** The Department of Recreation and Parks shall calculate the amount of the park fee due for each residential development project by determining the number of new non-exempt (pursuant to Section 12.33.C.3) dwelling units in the proposed project and multiplying the number of units by the park fee amount per dwelling unit according to the following formula:

$$\text{Project Park Fee} = \text{DU} \times \text{PRF}$$

DU: Total number of new, non-exempt (per Section 12.33.C.3) dwelling units.  
 PRF: Park Fee per unit.

3. **Fee Expenditure Radius.** Recreational sites and facilities shall be located within a certain radius from the project site, as specified below:

- (a) Neighborhood park: within a 2-mile distance.
- (b) Community park: within a 5-mile distance.
- (c) Regional park: within a 10-mile distance.

4. **Phase-in Period.** The park fee shall be phased in as described in Section 19.17 of this Code.

5. **Indexing.** Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

6. **Fee Payment Timing.**

- (a) **Residential Subdivision Projects.** The park fee for residential subdivisions shall be calculated and collected prior to final subdivision map approval.
- (b) **Residential Non-Subdivision Projects.** For other residential development projects, the park fee shall be calculated and collected prior to the issuance of the Certificate of Occupancy.

**F. Park Fee as Additional Requirement.** The park fee enacted by this Section is a fee imposed on residential development projects reflecting each project's proportionate share of the cost of providing park land and improvements necessary to meet the needs created by each respective development. As such, the park fee is additional and supplemental to, and not in substitution of, on-site open space requirements required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

**G. Affordable Housing Exemption.**

1. Notwithstanding any other provision contained in this section, new residential dwelling units which are rented or sold to persons or households of

very-low, low or moderate income shall receive an affordable housing exemption from the park fee and land dedication requirement.

(a) An affordable housing unit shall receive an exemption from the requirement for dedication of land for park and recreational purposes and/or payment of the park fee if the affordable housing unit is affordable to a household at or below 120% of AMI.

(b) In projects with a mix of market-rate and affordable housing units, only the affordable housing units shall receive this exemption.

2. For any affordable housing unit qualifying for an exemption, a covenant acceptable to the Los Angeles Housing and Community Investment Department shall be recorded with the Los Angeles County Recorder, guaranteeing that the affordability criteria will be observed for at least 55 years from the issuance of the Certificate of Occupancy or a longer period of time if required by the construction or mortgage financing assistance program, mortgage assistance program, or rental subsidy program.

3. The Los Angeles Housing and Community Investment Department shall evaluate the project application to ensure it meets the above requirements and shall advise the Department of Recreation and Parks and the Department of City Planning about whether the project meets those requirements.

4. Should any qualifying affordable housing unit cease to operate as a qualifying affordable housing unit before the 55-year period has expired, then the parks fee for each said unit shall be paid to the City at the then current rate.

**H. Credits.**

**1. Public Land Dedication or Improvement to Dedicated Land.**

(a) **Public Land Dedication.** In lieu of paying the park fee, land may be dedicated to the City of Los Angeles for public park and recreational purposes, at the City's option. This may be with or without recreational facility improvements. The amount of land to be dedicated shall be determined pursuant to one of the following formulas, and credit shall be granted, square foot for square foot, for any land dedicated to the City:

Subdivision Projects:

$$LD = (DU \times P) \times F_1$$

LD: Land to be dedicated in acres.

DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.

- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>1</sub>: Park service factor for subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

Non-Subdivision Projects:

$$LD = (DU \times P) \times F_2$$

- LD: Land to be dedicated in acres.
- DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.
- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>2</sub>: Park service factor for non-subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) **Improvement to Dedicated Land.** In lieu of paying the park fee or dedicating land, the City may permit improvements to be made to land being dedicated as a City park or recreational facility.

(c) The total amount of credits shall not exceed 100 percent of the calculated requirement for the park fee or land dedication.

(d) Credit shall be granted for the property dedicated pursuant to this Section, dollar for dollar, in satisfaction of any park fee required to be paid. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar measure. Credits may be awarded for on-site or off-site land dedication and/or park improvements.

(e) The Department of Recreation and Parks shall determine whether the proposal complies with the department's park and recreational standards and requirements. If the department determines the proposal meets the department's standards and requirements, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication or improvement. The Board of Recreation and Parks Commissioners may accept or decline the land dedication, new park and recreational facility, or improvement to existing park and facilities.

(f) If the dedication and/or improvement is accepted by the Board of Recreation and Parks Commissioners in lieu of the park fee or land dedication, or any portion thereof, the City shall reduce or waive the

fee, or land dedication, or any portion thereof, upon dedication of the property and/or guarantee of the improvement. The guarantee of the improvement shall be to the satisfaction of the Department of Recreation and Parks and shall be by a deposit with the Department of Recreation and Parks of an irrevocable deposit instrument issued by a bank, savings and loan association or other depository whose deposits are insured by an instrumentality of the federal government. The deposit must be fully insured by such instrumentality. The deposit instrument must be in a form that permits collection by the City of Los Angeles at maturity without further consent of any other party.

2. **Privately Owned Park and Recreational Facilities.** Where facilities for park and recreational purposes are provided in a proposed residential development and such facilities will be privately owned and maintained by the future owners of the development, the areas occupied by such facilities shall be partially credited against the requirement of dedication of land for park and recreational purposes of the payment of a park fee thereof, provided that the following standards are met to the satisfaction of the Department of Recreation and Parks: (1) that each facility is available for use by all the residents of the residential development; and (2) that the area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.

(a) The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(b) The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(c) Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.

(d) Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar.

(e) Credits shall not be given for the following:

(1) Yards, court areas, setbacks and other open space areas required to be maintained by the City's Municipal Code, specific plan or any other planning document.

(2) Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

(f) The granting of credits shall also be subject to the following:

(1) The private ownership and maintenance of the facilities shall be adequately provided for by written agreements; and

(2) The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council; and

(3) The proposed facilities are reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location of the private open space land; and

(4) The proposed non-public facilities are available for use by all the residents of the proposed residential development; and

(5) Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public; and

(6) The facilities are in substantial accordance with, and meet the policies and standards for, the development of park and recreational facilities.

3. **Dwelling Unit Construction Tax Credit.** A credit shall be allowed whenever a dwelling unit construction tax previously has been paid pursuant to Section 21.10.3 of the Municipal Code for dwelling units constructed on land for which a fee is required to be paid in accordance with the provisions of this

Section. Said credit shall be equal to the amount of the tax previously paid, but shall not exceed the amount of any fee required to be paid under the provisions of this Section.

4. **Credit Request Timing.** The project applicant shall submit any requests for credit, and the Department of Recreation and Parks may only approve such requests, prior to the approval of the Final Map or prior to the date of final inspection, or the date of the Certificate of Occupancy, whichever is earliest and applicable, and prior to the dedication of any land or payment of any park fee.

I. **Park Fee Account and Accounting.**

1. **Park Fee Account.** The City of Los Angeles establishes a separate park and recreation fee trust fund account (hereinafter "account") to which any park fee collected by the City shall be posted. The funds of the account shall not be commingled with any other funds or revenues of the City. Any interest accrued by the account shall be used solely for the purposes of park and recreational facility acquisition, expansion and improvement.

2. **Park Fee Accounting.** Within 180 days after the last day of each fiscal year, the Department of Recreation and Parks shall report to the Board of Commissioners of Recreation and Parks on the amount of the fee income (including interest income), expenditures, status of the trust fund account, and intrafund transfers. The Department of Recreation and Parks shall also report on each of the park and recreational facilities on which fees were committed in the last fiscal year and the approximate date by which the construction of the park and recreational facilities will commence. The City shall maintain accounts and prepare reports in accordance with California Government Code Section 66001 or successor section.

3. **Refund of Fees Under the Government Code.**

(a) Park fees collected pursuant to this section shall be committed by the City within five years of receipt of payment for a residential development project to serve or benefit residents of the project for which the fees were collected.

(b) If the fees are not committed as specified in this section, Quimby fees shall be refunded in accordance with California Government Code Section 66477 or successor section. All other park fees shall be refunded in accordance with California Government Code Section 66001 or successor section.

4. **Other Refunds.** In the event that an applicant requests a refund for reasons not set forth in Government Code Sections 66001 or 66477, or their

successor sections, if any, the applicant shall submit a claim for a refund with the Department of Recreation and Parks. Upon the department's determination, the fee payer may receive a refund, without interest, of the fees paid pursuant to this section; however, the portion of any fee revenue received by the City as reimbursement of its costs in administering the provisions of this section shall not be refunded. The fee payer shall submit an application for a refund to the City within one year of payment. Failure to timely submit the required application for refund shall constitute an absolute waiver of any right to the refund.

**J. Use of Park Fees or Lands Dedicated Pursuant to this Section.**

1. The dedicated lands or park fees collected pursuant to this section shall be used for the acquisition, improvement and expansion of public parks and recreational facilities. The fees shall be committed and expended in accordance with the provisions and procedures established in this section. The park fee may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by, or on behalf of, the City to finance such park and recreational facility improvements; and any administrative costs incurred by the City in accordance with this section.

2. Interest accrued on Quimby in-lieu fees collected pursuant to this section may be applied outside the project development for which the original fees were collected, provided that the Department of Recreation and Parks holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing neighborhood or community parks or recreational facilities within the City. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

3. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

4. The park or recreational facilities acquired, improved or expanded shall be publicly accessible and serve or benefit the project that dedicated the land or paid the fees.

**K. Effective Date.**

1. This ordinance shall take effect on the 120<sup>th</sup> day following its adoption.

2. Any park fee paid prior to the effective date of this ordinance shall not be recalculated pursuant to the provisions of this ordinance.

3. Any project that would otherwise be subject to a park fee pursuant to this section but has acquired vested rights under Section 12.26.A.3 of this Code prior to the effective date of this ordinance, and/or has an approved vesting

tentative map pursuant to Section 17.15, the application for which has been deemed complete prior to the effective date of this ordinance, shall not be subject to a park fee.

**L. Severability.** If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance, which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted each and every provision and portion thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

Sec. 4. The first paragraph of Subsection A of Section 17.03 of the Los Angeles Municipal Code is amended to read as follows:

**A. Authority and Duties.** The Advisory Agency is charged with the duty of making investigations and reports on the design and improvement of proposed subdivisions, of requiring the dedication of land, the payment of fees in lieu thereof, or a combination of both, for the acquisition and development of park and recreation sites and facilities, and is hereby authorized to approve, conditionally approve, or disapprove Tentative Maps of proposed subdivisions, private streets and such maps as are provided for herein, to prescribe the design, kinds, nature and extent of improvements required to be installed in connection therewith and to report directly to the subdivider the action taken on the Tentative Map.

Sec. 5. Subsection N of Section 17.07 of the Los Angeles Municipal Code is deleted.

Sec. 6. Section 17.12 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.12. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT PROVISIONS.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 7. Section 17.58 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.58. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 8. Note (2) of Subsection A of Section 19.01 of the Los Angeles Municipal Code is hereby deleted in its entirety.

Sec. 9. A new Section 19.17 of the Los Angeles Municipal Code is added to read as follows:

**SEC. 19.17. PARK FEE.**

The following fees shall be paid to the Department of Recreation and Parks. Current figures are located in the Department of Recreation and Parks Rate and Fee Schedule.

## Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: \$7,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

## Non-subdivision (park mitigation) fee:

At effective date of ordinance: \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

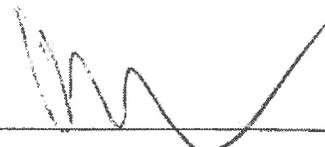
First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Sec. 10. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles at its meeting of SEP - 7 2016.

HOLLY L. WOLCOTT, City Clerk

By  Deputy

Approved SEP 13 2016

  
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
ADRIENNE S. KHORASANEE  
Deputy City Attorney

Date 9-7-16

Pursuant to Charter Section 559, I disapprove this ordinance on behalf of the City Planning Commission . . . . .

September 7, 2016

See attached report.

 *For VB*  
Vincent P. Berton, AICP  
Director of Planning

File No. CF 16-0529

OFFICE OF GENERAL MANAGER

NO. 591-75

MAY 1, 1975

BOARD OF RECREATION AND PARK COMMISSIONERS

**Approval of Tentative Tract Maps -  
Subdivisions Containing 50 Lots or Less**

**APPROVED**  
MAY 1 1975

BOARD OF RECREATION  
AND PARK COMMISSIONERS

*[Signature]*  
General Manager

Disapproved \_\_\_\_\_

Further Report \_\_\_\_\_

Ordinance #141,422) required that the General Manager of the Department of Recreation and Parks shall submit a report to the Advisory Agency on each application for subdivision. This report is to contain recommendations by the Board as to whether land is to be dedicated, a fee is to be paid, or a combination of both. These recommendations are subject to the limitations specified in the Ordinance.

One of the limitations imposed by the Ordinance is that in subdivisions containing 50 lots or less, only the payment of fees is required. In this instance, the limitation does not leave the Board the option of accepting land or a fee but makes the choice an administrative one. Because of this factor, staff is requesting that the Board authorize the General Manager or his designated representative to recommend that the payment of a fee be required for subdivisions containing 50 lots or less; and that such recommendations be transmitted to the Advisory Agency by the time the need arises. This procedure would not only relieve the Board of a purely administrative burden but would also help expedite processing of tentative tract maps.

The Board will make periodic reports to the Board concerning the number of tracts on which the payment of a fee has been required. As in the past, reports concerning subdivisions containing more than 50 lots will be presented for Board approval.

Recommendation:

That the Board authorize the General Manager, or his duly authorized representative, to recommend that the payment of a fee be required for subdivisions containing 50 lots or less; and,

That the Advisory Agency (Mr. Roy Bundick, acting for the Director of City Planning) be so informed.

## CITY OF LOS ANGELES

CALIFORNIA

TOM BRADLEY  
MAYOR

## COMMISSIONERS

STEPHEN REINHARDT  
PRESIDENT  
E. GREGORY HOOKSTRATTEN  
VICE-PRESIDENT  
EVELYN VELARDE BENSON  
BRAD PYE, JR.  
JILL SWIFT

PATRICIA A. WILSON  
SECRETARY

DEPARTMENT OF  
RECREATION AND PARKS  
200 NO. MAIN ST.  
CITY HALL EAST  
13TH FLOOR  
LOS ANGELES, CALIF. 90012  
485-5571

WM. FREDERICKSON, JR.  
GENERAL MANAGER

Mr. Roy Bundick  
Acting Director  
City Planning Department  
Room 561-C, City Hall

Dear Mr. Bundick:

Approval of Tentative Tract Maps  
City Ordinance No. 141,422

At its meeting held on May 1, 1975, the Board of Recreation and Park Commissioners adopted Report No. 591. This report authorizes the General Manager of the Department of Recreation and Parks or his duly authorized representative to recommend that the payment of a fee be required for those subdivisions of fifty lots or less.

Pursuant to the Board's action, the attached report, the attached report contains a list of tracts of fifty lots or less in which case the payment of a fee has been recommended.

Very truly yours,

JOEL BREITBART, Superintendent  
Planning and Development

ALONZO A. CARMICHAEL  
Planning Officer

JB:AAC/cjl  
attachment

ORDINANCE NO. 184505

An ordinance amending Los Angeles Municipal Code (LAMC) Sections 12.21, 12.33, 17.03, 17.12 and 17.58; deleting Sections 17.07 and 19.01 from the LAMC; and adding Section 19.17 to the LAMC in order to update the City's park fees to mitigate the park- and open space-related impacts of new residential development projects.

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

Section 1. Subparagraph (2) of Paragraph (a) of Subdivision 2 of Subsection G of Section 12.21 of the Los Angeles Municipal Code is amended to read as follows:

(2) Common open space areas shall incorporate recreational amenities such as swimming pools, spas, picnic tables, benches, children's play areas, ball courts, barbecue areas and sitting areas.

Sec. 2. Subparagraph (2) of Paragraph (c) of Subdivision 29 of Subsection A of Section 12.22 of the Los Angeles Municipal Code is amended to read as follows:

(2) The open space required by Section 12.21.G. of this chapter shall be reduced by one-half, provided that a fee equivalent to the amount of the relevant park fee, pursuant to Section 19.17, shall be paid for all dwelling units, with the following exception: units qualifying under Section 12.33.C.3(d) shall be allowed to reduce the open space requirement by one-half without payment of such fee. The in-lieu fee shall be placed in a trust fund with the Department of Recreation and Parks for the purpose of acquisition, development and maintenance of open space and/or streetscape amenities within the Greater Downtown Housing Incentive Area, and within the Community Plan Area in which the project is located. The in-lieu fee is independent of any required park and recreation impact fee.

Sec. 3. Section 12.33 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 12.33. PARK FEES AND LAND DEDICATION.**

**A. Purpose.** New residential dwelling units increase demand on existing park and recreational facilities and create the need for additional facilities. The purpose of this Section is to enable the acquisition of land and the collection of fees to be used for the purpose of developing new or rehabilitating existing recreational facilities in order to create a healthy and sustainable city.

**B. Types of Fees.** The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision

projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee. Collectively, these fees are referred to in this Code as park fees.

**C. Subject Properties.** All new residential dwelling units and joint living and work quarters shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. For the purposes of this Section, dwelling units, second dwelling units in a single family zone, and joint living and work quarters shall be referred to as “dwelling units” or “residential dwelling units.”

1. **Residential Subdivision Projects That Contain More Than 50 Dwelling Units.** A subdivision containing more than 50 dwelling units shall be required to participate in an early consultation with the Department of Recreation and Parks and Department of City Planning pursuant to Subsection D and may be required to dedicate land, make park improvements, pay a park fee or provide a combination of land dedication and park fee payment.

2. **All Other Residential Projects.** For residential subdivision projects containing 50 or fewer dwelling units or for non-subdivision residential projects that are seeking a building permit for a project application that contains any number of net new dwelling units, the project shall pay a park fee pursuant to Subsection E. Applicants may choose to dedicate land or new park and recreational facilities, and/or improve existing park and recreational facilities in lieu of payment of a park fee.

3. **Exemptions.** The following types of development shall not be required to pay a park fee:

(a) Alterations, renovations or expansion of an existing residential building or structure where no additional dwelling units are created.

(b) Replacement of existing dwelling units on the same lot resulting in no net increase of residential dwelling units.

(c) The replacement of a destroyed or partially destroyed or damaged building or structure where no additional dwelling units are created.

(d) Affordable housing pursuant to Subsection G of this Section.

(e) Second dwelling units in single-family zones.

(f) Non-residential development.

**D. Residential Subdivision Projects That Contain More Than 50 Dwelling Units.**

1. **Early Consultation.** Applicants shall meet with the Department of Recreation and Parks and Department of City Planning staff in advance of submitting a tract map application for a project of more than 50 units. The purpose of this early consultation is to discuss whether the City requires land dedication for the project and/or to discuss credits available to the applicant, if any. The Department of Recreation and Parks shall provide written verification of the consultation to the project applicant within ten (10) business days of the meeting. Written verification of this consultation shall be required before the Department of City Planning accepts an application for a tentative tract map.

2. **Formula for Park Land Dedication.**

(a) The Department of Recreation and Parks shall calculate the amount of land to be dedicated by determining the number of non-exempt (per Section 12.33.C.3) net new dwelling units in the proposed project and multiply that number by the average number of people per occupied dwelling unit and multiplying that by the park service factor:

$$LD = (DU \times P) \times F$$

LD: Land to be dedicated in acres.

DU: Total number of new market-rate dwelling units.

P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.

F: Park service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) Any land dedication for park and recreation purposes shall not be deducted from a site's gross lot area for the purposes of calculating project density, lot area, buildable area or floor area ratio.

(c) If after recording the final map there is an increase in the number of dwelling units to be built or a change in the number and/or type of dwelling units designated which increases the number of persons served by the subdivision, the project applicant shall be required to dedicate additional land and/or pay additional fees, as determined by the Department of Recreation and Parks and the City Planning Department.

3. **Park Land Dedication Radius.** Any land dedication for park and recreation purposes shall be located within a certain radius from the project site, as specified below:

(a) Neighborhood Park: within a 2-mile distance

- (b) Community Park: within a 5-mile distance
- (c) Regional Park: within a 10-mile distance

4. **Review of Land Dedication.**

(a) Upon receiving the project application for the tentative tract map, the Department of City Planning shall transmit the project application with land dedication to the Department of Recreation and Parks.

(b) After receipt of the project application, the Department of Recreation and Parks shall determine whether the land dedication proposal complies with the Department of Recreation and Park's existing park and recreation standards and requirements.

(c) If the Department of Recreation and Parks determines that the land dedication proposal meets the standards and requirements of the department, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication. The Board of Recreation and Parks Commissioners may accept or decline the land dedication.

5. **Payment of Park Fee.** If the project will not be dedicating land for park and recreational purposes, the project applicant shall pay a park fee pursuant to Subsection E of this section.

**E. Park Fees for Non-Subdivision Residential Projects, Residential Subdivisions With 50 Units or Fewer, or Residential Subdivisions With More Than 50 Units That Are Not Dedicating Land.**

1. **Fees and Fee Schedule.** The park fee amount depends on the type of project. The Department of Recreation and Parks shall collect these fees pursuant to Section 19.17 and the Department of Recreation and Parks rate and fee schedule.

2. **Fee Calculation.** The Department of Recreation and Parks shall calculate the amount of the park fee due for each residential development project by determining the number of new non-exempt (pursuant to Section 12.33.C.3) dwelling units in the proposed project and multiplying the number of units by the park fee amount per dwelling unit according to the following formula:

$$\text{Project Park Fee} = \text{DU} \times \text{PRF}$$

DU: Total number of new, non-exempt (per Section 12.33.C.3) dwelling units.

PRF: Park Fee per unit.

3. **Fee Expenditure Radius.** Recreational sites and facilities shall be located within a certain radius from the project site, as specified below:

- (a) Neighborhood park: within a 2-mile distance.
- (b) Community park: within a 5-mile distance.
- (c) Regional park: within a 10-mile distance.

4. **Phase-in Period.** The park fee shall be phased in as described in Section 19.17 of this Code.

5. **Indexing.** Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

6. **Fee Payment Timing.**

- (a) **Residential Subdivision Projects.** The park fee for residential subdivisions shall be calculated and collected prior to final subdivision map approval.
- (b) **Residential Non-Subdivision Projects.** For other residential development projects, the park fee shall be calculated and collected prior to the issuance of the Certificate of Occupancy.

**F. Park Fee as Additional Requirement.** The park fee enacted by this Section is a fee imposed on residential development projects reflecting each project's proportionate share of the cost of providing park land and improvements necessary to meet the needs created by each respective development. As such, the park fee is additional and supplemental to, and not in substitution of, on-site open space requirements required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

**G. Affordable Housing Exemption.**

1. Notwithstanding any other provision contained in this section, new residential dwelling units which are rented or sold to persons or households of

very-low, low or moderate income shall receive an affordable housing exemption from the park fee and land dedication requirement.

(a) An affordable housing unit shall receive an exemption from the requirement for dedication of land for park and recreational purposes and/or payment of the park fee if the affordable housing unit is affordable to a household at or below 120% of AMI.

(b) In projects with a mix of market-rate and affordable housing units, only the affordable housing units shall receive this exemption.

2. For any affordable housing unit qualifying for an exemption, a covenant acceptable to the Los Angeles Housing and Community Investment Department shall be recorded with the Los Angeles County Recorder, guaranteeing that the affordability criteria will be observed for at least 55 years from the issuance of the Certificate of Occupancy or a longer period of time if required by the construction or mortgage financing assistance program, mortgage assistance program, or rental subsidy program.

3. The Los Angeles Housing and Community Investment Department shall evaluate the project application to ensure it meets the above requirements and shall advise the Department of Recreation and Parks and the Department of City Planning about whether the project meets those requirements.

4. Should any qualifying affordable housing unit cease to operate as a qualifying affordable housing unit before the 55-year period has expired, then the parks fee for each said unit shall be paid to the City at the then current rate.

**H. Credits.**

**1. Public Land Dedication or Improvement to Dedicated Land.**

(a) **Public Land Dedication.** In lieu of paying the park fee, land may be dedicated to the City of Los Angeles for public park and recreational purposes, at the City's option. This may be with or without recreational facility improvements. The amount of land to be dedicated shall be determined pursuant to one of the following formulas, and credit shall be granted, square foot for square foot, for any land dedicated to the City:

Subdivision Projects:

$$LD = (DU \times P) \times F_1$$

LD: Land to be dedicated in acres.

DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.

- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>1</sub>: Park service factor for subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

Non-Subdivision Projects:

$$LD = (DU \times P) \times F_2$$

- LD: Land to be dedicated in acres.
- DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.
- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>2</sub>: Park service factor for non-subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) **Improvement to Dedicated Land.** In lieu of paying the park fee or dedicating land, the City may permit improvements to be made to land being dedicated as a City park or recreational facility.

(c) The total amount of credits shall not exceed 100 percent of the calculated requirement for the park fee or land dedication.

(d) Credit shall be granted for the property dedicated pursuant to this Section, dollar for dollar, in satisfaction of any park fee required to be paid. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar measure. Credits may be awarded for on-site or off-site land dedication and/or park improvements.

(e) The Department of Recreation and Parks shall determine whether the proposal complies with the department's park and recreational standards and requirements. If the department determines the proposal meets the department's standards and requirements, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication or improvement. The Board of Recreation and Parks Commissioners may accept or decline the land dedication, new park and recreational facility, or improvement to existing park and facilities.

(f) If the dedication and/or improvement is accepted by the Board of Recreation and Parks Commissioners in lieu of the park fee or land dedication, or any portion thereof, the City shall reduce or waive the

fee, or land dedication, or any portion thereof, upon dedication of the property and/or guarantee of the improvement. The guarantee of the improvement shall be to the satisfaction of the Department of Recreation and Parks and shall be by a deposit with the Department of Recreation and Parks of an irrevocable deposit instrument issued by a bank, savings and loan association or other depository whose deposits are insured by an instrumentality of the federal government. The deposit must be fully insured by such instrumentality. The deposit instrument must be in a form that permits collection by the City of Los Angeles at maturity without further consent of any other party.

2. **Privately Owned Park and Recreational Facilities.** Where facilities for park and recreational purposes are provided in a proposed residential development and such facilities will be privately owned and maintained by the future owners of the development, the areas occupied by such facilities shall be partially credited against the requirement of dedication of land for park and recreational purposes of the payment of a park fee thereof, provided that the following standards are met to the satisfaction of the Department of Recreation and Parks: (1) that each facility is available for use by all the residents of the residential development; and (2) that the area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.

(a) The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(b) The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(c) Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.

(d) Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMMeans Building Construction Cost Data or similar.

(e) Credits shall not be given for the following:

(1) Yards, court areas, setbacks and other open space areas required to be maintained by the City's Municipal Code, specific plan or any other planning document.

(2) Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

(f) The granting of credits shall also be subject to the following:

(1) The private ownership and maintenance of the facilities shall be adequately provided for by written agreements; and

(2) The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council; and

(3) The proposed facilities are reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location of the private open space land; and

(4) The proposed non-public facilities are available for use by all the residents of the proposed residential development; and

(5) Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public; and

(6) The facilities are in substantial accordance with, and meet the policies and standards for, the development of park and recreational facilities.

3. **Dwelling Unit Construction Tax Credit.** A credit shall be allowed whenever a dwelling unit construction tax previously has been paid pursuant to Section 21.10.3 of the Municipal Code for dwelling units constructed on land for which a fee is required to be paid in accordance with the provisions of this

Section. Said credit shall be equal to the amount of the tax previously paid, but shall not exceed the amount of any fee required to be paid under the provisions of this Section.

4. **Credit Request Timing.** The project applicant shall submit any requests for credit, and the Department of Recreation and Parks may only approve such requests, prior to the approval of the Final Map or prior to the date of final inspection, or the date of the Certificate of Occupancy, whichever is earliest and applicable, and prior to the dedication of any land or payment of any park fee.

**I. Park Fee Account and Accounting.**

1. **Park Fee Account.** The City of Los Angeles establishes a separate park and recreation fee trust fund account (hereinafter "account") to which any park fee collected by the City shall be posted. The funds of the account shall not be commingled with any other funds or revenues of the City. Any interest accrued by the account shall be used solely for the purposes of park and recreational facility acquisition, expansion and improvement.

2. **Park Fee Accounting.** Within 180 days after the last day of each fiscal year, the Department of Recreation and Parks shall report to the Board of Commissioners of Recreation and Parks on the amount of the fee income (including interest income), expenditures, status of the trust fund account, and intrafund transfers. The Department of Recreation and Parks shall also report on each of the park and recreational facilities on which fees were committed in the last fiscal year and the approximate date by which the construction of the park and recreational facilities will commence. The City shall maintain accounts and prepare reports in accordance with California Government Code Section 66001 or successor section.

3. **Refund of Fees Under the Government Code.**

(a) Park fees collected pursuant to this section shall be committed by the City within five years of receipt of payment for a residential development project to serve or benefit residents of the project for which the fees were collected.

(b) If the fees are not committed as specified in this section, Quimby fees shall be refunded in accordance with California Government Code Section 66477 or successor section. All other park fees shall be refunded in accordance with California Government Code Section 66001 or successor section.

4. **Other Refunds.** In the event that an applicant requests a refund for reasons not set forth in Government Code Sections 66001 or 66477, or their

successor sections, if any, the applicant shall submit a claim for a refund with the Department of Recreation and Parks. Upon the department's determination, the fee payer may receive a refund, without interest, of the fees paid pursuant to this section; however, the portion of any fee revenue received by the City as reimbursement of its costs in administering the provisions of this section shall not be refunded. The fee payer shall submit an application for a refund to the City within one year of payment. Failure to timely submit the required application for refund shall constitute an absolute waiver of any right to the refund.

**J. Use of Park Fees or Lands Dedicated Pursuant to this Section.**

1. The dedicated lands or park fees collected pursuant to this section shall be used for the acquisition, improvement and expansion of public parks and recreational facilities. The fees shall be committed and expended in accordance with the provisions and procedures established in this section. The park fee may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by, or on behalf of, the City to finance such park and recreational facility improvements; and any administrative costs incurred by the City in accordance with this section.

2. Interest accrued on Quimby in-lieu fees collected pursuant to this section may be applied outside the project development for which the original fees were collected, provided that the Department of Recreation and Parks holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing neighborhood or community parks or recreational facilities within the City. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

3. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

4. The park or recreational facilities acquired, improved or expanded shall be publicly accessible and serve or benefit the project that dedicated the land or paid the fees.

**K. Effective Date.**

1. This ordinance shall take effect on the 120<sup>th</sup> day following its adoption.

2. Any park fee paid prior to the effective date of this ordinance shall not be recalculated pursuant to the provisions of this ordinance.

3. Any project that would otherwise be subject to a park fee pursuant to this section but has acquired vested rights under Section 12.26.A.3 of this Code prior to the effective date of this ordinance, and/or has an approved vesting

tentative map pursuant to Section 17.15, the application for which has been deemed complete prior to the effective date of this ordinance, shall not be subject to a park fee.

**L. Severability.** If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance, which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted each and every provision and portion thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

Sec. 4. The first paragraph of Subsection A of Section 17.03 of the Los Angeles Municipal Code is amended to read as follows:

**A. Authority and Duties.** The Advisory Agency is charged with the duty of making investigations and reports on the design and improvement of proposed subdivisions, of requiring the dedication of land, the payment of fees in lieu thereof, or a combination of both, for the acquisition and development of park and recreation sites and facilities, and is hereby authorized to approve, conditionally approve, or disapprove Tentative Maps of proposed subdivisions, private streets and such maps as are provided for herein, to prescribe the design, kinds, nature and extent of improvements required to be installed in connection therewith and to report directly to the subdivider the action taken on the Tentative Map.

Sec. 5. Subsection N of Section 17.07 of the Los Angeles Municipal Code is deleted.

Sec. 6. Section 17.12 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.12. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT PROVISIONS.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 7. Section 17.58 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.58. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 8. Note (2) of Subsection A of Section 19.01 of the Los Angeles Municipal Code is hereby deleted in its entirety.

Sec. 9. A new Section 19.17 of the Los Angeles Municipal Code is added to read as follows:

**SEC. 19.17. PARK FEE.**

The following fees shall be paid to the Department of Recreation and Parks. Current figures are located in the Department of Recreation and Parks Rate and Fee Schedule.

Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: \$7,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Non-subdivision (park mitigation) fee:

At effective date of ordinance: \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

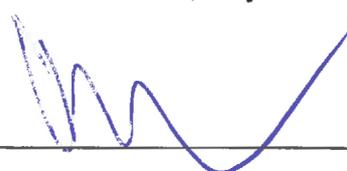
First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Sec. 10. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles at its meeting of SEP - 7 2016.

HOLLY L. WOLCOTT, City Clerk

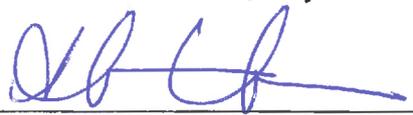
By  Deputy

Approved SEP 13 2016

  
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

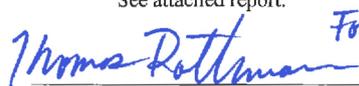
By   
ADRIENNE S. KHORASANEE  
Deputy City Attorney

Date 9-7-16

Pursuant to Charter Section 559, I disapprove this ordinance on behalf of the City Planning Commission . . . . .

September 7, 2016

See attached report.

 For VB  
Vincent P. Bertoni, AICP  
Director of Planning

File No. CF 16-0529

**BOARD REPORT**

NO. 17-121

DATE May 17, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HARBOR HIGHLANDS PARK – OUTDOOR PARK IMPROVEMENTS (PRJ21094) PROJECT – ALLOCATION OF HARBOR HIGHLANDS IMPROVEMENT FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(12), AND CLASS 11(3) OF THE CITY CEQA GUIDELINES (OUTDOOR LIGHTING FOR SECURITY AND OPERATION AND PLACEMENT OF NEW ACCESSORY RESTROOMS)

AP Diaz	_____	V. Israel	_____
*R. Barajas		N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS

1. Approve the scope of Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project (Project), as described in the Summary of this Report;
2. Approve the allocation of Four Hundred Ninety Six Thousand Two Hundred Sixty Nine Dollars and Fifty Five Cents (\$496,269.55) in Harbor Highlands Improvement Fees from Harbor Highlands Park Improvement in Fund No. 205, Department No. 88, and Account No. 88MMD3 for the Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project;
3. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption;
4. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,
5. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 17-121

### SUMMARY

Vesting Tentative Tract (VTT) No. 62465 is a 133-unit residential condominium development located at 1427 North Gaffey Street in San Pedro. According to the conditions of approval dictated by the Department of City Planning in 2007, the developer, Harbor Highlands Group, LLC, must pay RAP the required in-lieu Quimby fee and an additional fee for improvements at Harbor Highlands Park. RAP's condition of approval states: "Prior to the recordation of the final map, the subdivider shall execute and record a Covenant and Agreement binding the subdivider upon close of escrow for sale of each residential unit constructed within the Project, the sum of Three Thousand, Seven Hundred Thirty-One Dollars and Thirty-Five Cents (\$3,731.35) shall be paid directly from Escrow to the City of Los Angeles Department of Recreation and Parks all satisfactorily to the Department of Recreation and Parks (Such payment shall be apart from and in addition to the Quimby fee and shall be held in a dedicated account for the purpose of improvements to Harbor Highlands Park)." The Covenant and Agreement was recorded in 2009 (Covenant No. 2009198865).

The developer has paid RAP the total required amount for each unit totaling Four Hundred Ninety Six Thousand Two Hundred Sixty Nine Dollars and Fifty Five Cents (\$496,269.55) in addition to in-lieu Quimby fees, which were paid in 2010. On June 1, 2016, the Board of Recreation and Park Commissioners (Board) established the Harbor Highlands Park Improvement in Fund No. 205, Department No. 88 and Account No. MMD3 in order to deposit the aforementioned fees until capital improvements at Harbor Highland Park could be identified (Report No. 16-137).

Harbor Highlands Park is located at 825 Capitol Street in the San Pedro area of the City. This 3.24-acre facility provides a baseball field, basketball court, two (2) play areas, fitness equipment and walking paths for the surrounding community. Approximately Two Thousand Three Hundred Thirty Six (2,336) City residents live within a one half (1/2) mile walking distance of Harbor Highlands Park. Due to the size of the park, and the facilities and features and programs it provides, Harbor Highlands Park meets the standard for a Neighborhood Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project proposes the installation of a new restroom building between the play area and basketball court on the west side of the Park, installation of pathway lighting and related improvements.

### PROJECT FUNDING

Upon approval of this Report, Four Hundred Ninety Six Thousand Two Hundred Sixty Nine Dollars and Fifty Five Cents (\$496,269.55) in Harbor Highlands Improvement Fees will be allocated from the Harbor Highlands Park Improvement in Fund No. 205, Department No. 88, and Account No. 88MMD3 to the Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project.

BOARD REPORT

PG. 3 NO. 17-121

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Harbor Highlands Improvement Fees	205/88/88MMD3	\$496,269.55	100%
<b>Total</b>		\$496,269.55	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project.

Construction of the Harbor Highlands Park – Outdoor Park Improvements (PRJ21094) Project is anticipated to begin in June 2017.

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Harbor Highlands Park, and no new trees or new shade are proposed to be added to Harbor Highlands Park as a part of this Project.

ENVIRONMENTAL IMPACT STATEMENT:

The proposed Project consists of the installation and operation of new outdoor lighting, and the construction of new restrooms accessory to existing facilities. Therefore, RAP Staff recommends that the Board determine that the project is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1(12), and Class 11(3) of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

The approval of this allocation of Harbor Highland Improvement Fees will have no fiscal impact on the RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Harbor Highland Improvement Fees or funding sources other than the RAP's General Fund.

The maintenance of the proposed park improvements is estimated to cost approximately Eighty-Six Thousand Seven Hundred Seventy-Four Dollars and Forty Cents (\$86,774.40) annually.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch, Department of Recreation and Parks.



**BOARD REPORT**

NO. 17-122

DATE May 17, 2017

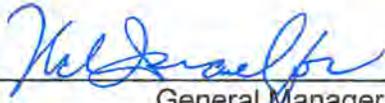
C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: NORMANDIE RECREATION CENTER-PATH OF TRAVEL IMPROVEMENTS (PRJ21127) PROJECT - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) OF THE CITY CEQA GUIDELINES (MINOR ALTERATIONS OF EXISTING PEDESTRIAN TRAILS)

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

*for*

  
General Manager

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

RECOMMENDATION

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to establish new Quimby Fees Account No. 89460K-ND with Normandie Recreation Center as the Account Name;
2. Approve the scope of Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project, as described in the Summary of this Report;
3. Authorize the RAP Chief Accounting Employee to transfer One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees from Quimby Account No. 89460K-00 to Normandie Recreation Center Account No. 89460K-ND;
4. Approve the allocation of One Hundred Thousand Dollars(\$100,000.00) in Quimby Fees from Normandie Recreation Center Account No. 89460K-ND for the Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project;
5. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption;
6. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,

BOARD REPORT

PG. 2      NO. 17-122

7. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Normandie Recreation Center is located at 1550 Normandie Avenue in the Koreatown area of the City. This 3.27 acre facility provides a baseball field, basketball courts, a recreation center, and a play area for the surrounding community. Approximately 11,636 City residents live within a one half mile walking distance of Normandie Recreation Center. Due to the size of the park, and the facilities and features and programs it provides, Normandie Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project proposes improvements to the existing pathways and walkways throughout the park.

PROJECT FUNDING

Upon approval of this report, One Hundred Thousand Dollars(\$100,000.00) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Normandie Recreation Center Account No. 89460K-ND and will be allocated to the Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project.

These Quimby Fees were collected within five (5) miles of Normandie Recreation Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-ND	\$100,000.00	100%
<b>Total</b>		\$100,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project.

Construction of the Normandie Recreation Center – Path of Travel Improvements (PRJ21127) Project is anticipated to begin in May 2017.

BOARD REPORT

PG. 3 NO. 17-122

TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Normandie Park.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of minor alterations of existing pedestrian trails. Therefore, RAP Staff recommends the Board determine that the project is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1(3) of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on the RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.



**BOARD REPORT**

NO. 17-123

DATE May 17, 2017

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: RIO DE LOS ANGELES STATE PARK – INSTALLATION OF SECURITY CAMERAS (PRJ21128) PROJECT – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES (INSTALLATION OF NEW SAFETY EQUIPMENT INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE)

AP Diaz	_____	V. Israel	_____
<i>Jos</i> R. Barajas	<u>CEP</u>	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to establish new Quimby Fees Account No. 89460K-AZ with Rio De Los Angeles State Park as the Account Name;
2. Approve the scope of Rio De Los Angeles State Park– Security Cameras (PRJ21128) Project, as described in the Summary of this Report;
3. Authorize the RAP Chief Accounting Employee to transfer One Hundred Seventy Five Thousand Dollars (\$175,000.00) in Quimby Fees from Quimby Account No. 89460K-00 to Rio De Los Angeles State Park Account No. 89460K-AZ;
4. Approve the allocation of One Hundred Seventy Five Thousand Dollars (\$175,000.00) in Quimby Fees from Rio De Los Angeles State Park Account No. 89460K-AZ for the Rio De Los Angeles State Park – Security Cameras (PRJ21128) Project;
5. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption;
6. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,

BOARD REPORT

PG. 2 NO. 17-123

- 7. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Rio De Los Angeles State Park is located at 1900 North San Fernando Road in the Northeast area of the City. This 39.39 acre facility provides a children play area, community room, multipurpose room, picnic tables, tennis courts, baseball diamond (lighted), soccer field, synthetic field, walking paths, and basketball courts. Approximately 4,258 City residents live within a one half mile walking distance of Rio De Los Angeles State Park. Due to the size of the park, and the facilities and features and programs it provides, Rio De Los Angeles State Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The Rio De Los Angeles State Park– Security Cameras (PRJ21128) Project proposes the installation of a new security camera system throughout the park.

PROJECT FUNDING

Upon approval of this report, One Hundred Seventy Five Thousand Dollars (\$175,000.00) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Rio De Los Angeles State Park Account No. 89460K-AZ and will be allocated to the Rio De Los Angeles State Park– Security Cameras (PRJ21128) Project.

These Quimby Fees were collected within five (5) miles of Rio de Los Angeles State Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-AZ	\$175,000.00	100%
<b>Total</b>		\$175,000.00	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has been identified for the construction of Rio De Los Angeles State Park– Security Cameras (PRJ21128) Project.

Construction of the Rio De Los Angeles State Park– Security Cameras (PRJ21128) Project is anticipated to begin in May 2017.

## BOARD REPORT

PG. 3      NO. 17-123

### TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Rio De Los Angeles State Park.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of the installation of new equipment with negligible or no expansion of use, required for safety and public convenience. Therefore RAP Staff recommends that the Board determine that the project is exempt from the provision of CEQA pursuant Article III, Section 1, Class 3(4) of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.



**BOARD REPORT**

NO. 17-124

DATE May 17, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HARBOR CITY PARK – LIGHTING IMPROVEMENTS (PRJ21079) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1, 3), CLASS 2 (3) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF EXISTING PARK FACILITIES WITH NEGLIGIBLE OR NO EXPANSION OF USE, REPLACEMENT OF EXISTING UTILITY SYSTEMS AND PLACEMENT OF NEW ACCESSORY STRUCTURES)

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

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



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the scope of Harbor City Park – Lighting Improvements (PRJ21079) Project, as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) in Quimby Fees from Quimby Account No. 89460K-00 to Harbor City Park Account No. 89460K-HC;
3. Approve the allocation of Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) in Quimby Fees from Harbor City Park Account No. 89460K-HC for the Harbor City Park – Lighting Improvements (PRJ21079) Project;
4. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
6. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

BOARD REPORT

PG. 2 NO. 17-124

SUMMARY

Harbor City Park is located at 24901 Frampton Avenue in the San Pedro area of the City. This 11.07-acre facility provides baseball fields, basketball courts, a recreation center, and a play area for the surrounding community. Approximately Seven Thousand One Hundred Fifty-Eight (7,158) City residents live within a one-half (1/2) mile walking distance of Harbor City Park. Due to the size of the Park, and the facilities and features and programs it provides, Harbor City Park meets the standard for a Community Park.

PROJECT SCOPE

The Harbor City Park – Lighting Improvements (PRJ21079) Project proposes the upgrade of existing sports field lighting.

PROJECT FUNDING

Upon approval of this Report, Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Harbor City Park Account No. 89460K-HC and will be allocated to the Harbor City Park – Lighting Improvements (PRJ21079) Project.

These Quimby Fees were collected within five miles of Harbor City Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-HC	\$575,000.00	100%
<b>Total</b>		\$575,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Harbor City Park – Lighting Improvements (PRJ21079) Project.

Construction of the Harbor City Park – Lighting Improvements (PRJ21079) Project is anticipated to begin in June 2017.

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Harbor City Park, and no new trees or new shade are proposed to be added to Harbor City Park as a part of this Project.

BOARD REPORT

PG. 3 NO. 17-124

ENVIRONMENTAL IMPACT STATEMENT

The subject Project will consist of modifications to existing park facilities involving negligible or no expansion of use, the replacement of existing utility systems, and the placement of new accessory structures. Therefore, RAP staff recommends that the Board determine that the project is exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1 (1, 3), Class 2 (3) and Class 11 (3) of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current RAP staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.



**BOARD REPORT**

NO. 17-125

DATE May 17, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VESTING TENTATIVE TRACT (VTT) NO. 74855 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

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

*for*

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

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

RECOMMENDATIONS

1. Recommend that the Advisory Agency require Vesting Tentative Tract (VTT)-74855 (Project) to dedicate land to the City in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33;
2. Authorize the General Manager or his designee to provide a Report to the Advisory Agency informing them of the Board's recommendation.

SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in Los Angeles Municipal Code Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), the Department of Recreation and Parks (RAP) is to submit a Report to the Advisory Agency for each application for subdivision map approval and that report "shall contain recommendations, approved by the Board of Recreation and Park Commissioners (Board), specifying the land to be dedicated, the payment of fees in lieu thereof, or a combination of both ...".

## BOARD REPORT

PG. 2 NO. 17-125

### PROJECT SUMMARY

The Project is located at 15418 Bermuda Street and 10824-10841 Sepulveda Boulevard in the Mission Hills community of the City. The Project is a fifty-two (52) unit, including seven (7) affordable units, five (5) story apartment building with four (4) levels of residential one (1) grade level parking garage. The Project, as currently proposed, includes two (2) restaurants, parking lot and vacant lot. The Project site is approximately .071 acres.

Conceptual renderings of Project are attached (Attachment 1)

RAP staff held an Early Consultation meeting with the applicant on April 13, 2017 to discuss the requirements of Los Angeles Municipal Code Section 12.33, including options for park land dedications, satisfaction of Park Fees, and recreational credits.

The Advisory Agency has sent RAP a notification requesting RAP provide its Report and recommendations on the Project by May 23, 2017. If no written Report is provided to the Advisory Agency by that date, the Advisory Agency will assume that RAP has no Report to make.

### REQUIRED LAND DEDICATION / IN-LIEU FEE PAYMENT

#### Land Dedication

Pursuant to Los Angeles Municipal Code Section 12.33 D, residential Subdivision projects with more than fifty (50) residential dwelling units may be required by the City to dedicate land to the City for park and recreation purposes. The amount of land to be dedicated is calculated based on the formula detailed in Los Angeles Municipal Code Section 12.33 D.2:

- **LD = (DU x P) x F**
  - **LD =** Land to be dedicated in acres.
  - **DU =** Total number of new market-rate dwelling units.
  - **P =** Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
    - **P = 2.88**
  - **F =** Park Service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.
    - **F = 0.00186 (1.86 acres of park land per 1,000 residents)**

BOARD REPORT

PG. 3 NO. 17-125

The maximum required land dedication for the Project would be:

$$0.28 \text{ Acres}^* = (52 \times 2.88) \times 0.00186$$

\*The land dedication estimate is subject to change based on the number of exempt Affordable Housing Units included as part of the Project.

Per Los Angeles Municipal Code Section 12.33 D.3, land dedications may be made on-site or off-site of the project location. Any land dedication shall be located within a certain radius of the project site, as specified below:

- a) Neighborhood Park: within a 2-mile radius
- b) Community Park: within a 5-mile radius
- c) Regional Park: within a 10-mile radius

Should the Advisory Agency require the Project to dedicate land to the City, RAP staff will prepare a subsequent report for the proposed land dedication. The Board may accept or decline the proposed land dedication.

In-Lieu Fee Payment

Pursuant to Los Angeles Municipal Code Section 12.33, the Park Fee amount is determined by the type of residential development project (Subdivision or Non-Subdivision). RAP shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and the Park Fees Section of the Department of Recreation and Parks' Rate and Fee Schedule. As of January 11, 2017, Residential Subdivision projects that are subject to the Quimby in-lieu fee shall pay

- **\$8,122.50 x number of new non-exempt dwelling units**

The maximum required Park Fees payment for the Project would be:

$$\mathbf{\$422,370.00^*} = \$8,122.50 \times 52 \text{ dwelling units}$$

\*The in-lieu fee estimate is subject to change depending on the Park Fee schedule in effect in the year of payment; the number of exempt Affordable Housing Units included as part of the Project; any Dwelling Unit Construction Tax previously paid by the Project; and, any credits granted by RAP to the Project for eligible privately owned recreational facilities and amenities.

## BOARD REPORT

PG. 4 NO. 17-125

### STAFF ANALYSIS AND RECOMMENDATION

Approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half (1/2) mile, or a ten (10) minute walk, from a public park or open space. The Mayor's Office of Sustainability pLAN sets a goal of increasing the percentage of Angelinos living within a one-half mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. RAP has employed strategies, such as the 50 Parks Initiative, that are intended to increase park access and meet these park access goals.

Requiring a land dedication for a public park as a condition of approval of a subdivision pursuant to LAMC 12.33 is one mechanism by which RAP acquires land. The payment of in-lieu fees also facilitates land acquisition, and those fees may also be used to improve the RAP controlled properties via capital improvement projects. RAP staff analyzes each proposed development project including its location, new population, surrounding parks, service radius gaps, etc., in order for staff to determine which mechanism, land dedication or in-lieu fees, to recommend for the Board's review and approval.

The Project is located within the Mission Hills neighborhood of the City. Currently, industrial two restaurants, a parking lot and a vacant lot are located at the Project site. The 118 freeway is immediately to the south of the Project site. To north, east and west of the Project site is a mix of residential and commercial buildings.

There are two (2) parks within a half-mile (1/2) mile walking distance from the project site. The nearest public park to the project site is the Andres Pico Adobe Park, located at 10940 Sepulveda Boulevard. The Andres Pico Adobe, the second oldest Adobe home in the City of Los Angeles, is a "living" museum with a lawn. The second park is Brand Park, which is located at 15174 San Fernando Mission Road. In order for Project residents to access either facility it would require residents to traverse cross Sepulveda Boulevard or Brand Boulevard, both of which are very busy streets with sidewalks but have limited pedestrian crossing points. A map showing the project location and nearby public parks is attached hereto (Attachment 2). If a new public park was provided at the Project location the park would serve approximately Six Hundred Seventy Four (674) new residents within a 1/2 mile (Attachment 3).

Given the above, RAP staff recommends that the appropriate mitigation measure for this project is the dedication of land to the City.

### FISCAL IMPACT STATEMENT

The acceptance of the Park Fee will have no impact on the RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

BOARD REPORT

PG. 5 NO. 17-125

LIST OF ATTACHMENTS

- 1) Conceptual Project Renderings
- 2) Project Location and Surrounding Parks
- 3) EPADSS Report







- ① TALL COLUMNAR TREE (24" BOX) / RAISED LID PLANTER (TRISTANIA LAURINA / GINKGO BILOBA)
- ② SMALLER STREET TREE (24" BOX) (LAGERSTROEMIA INDICA / WAXE)
- ③ SUCCULENT ACCENT TREE (24" BOX) / LID PLANTER (YUCCA / TREE ALOE)
- ④ LAYERED PLANTING: SEDUM SPP. / OLEA EUROPEA / MONTEV. / LAUREA NOBILIS / SAMOITRA
- ⑤ LOW GRASSES (COCHLODIA SPP. / MAHLERBERGIA SPP.)
- ⑥ PRIORITY PLANTING: NATIVE BENT GRASS
- ⑦ ACCENT PLANTING (AGAVE SPP. / ALOE SPP.)
- ⑧ LARGE STREET TREE (36" BOX) (PLATANUS ACERIFOLIA)
- ⑨ TALL GREEN GRASSY PLANTING (CHONDROPETALUM ELEPHANTUM)
- ⑩ ACCENT TREE (24" BOX) (AGONIS JERVIS BAY / CERCIS OCCIDENTALIS)

**SUGGESTED PLANT PALETTE: GROUND**

BOTANICAL NAME	COMMON NAME
<b>STREET TREES (24"/36" BOX): OR AS APPROVED BY STREET TREE DIVISION</b>	
LAGERSTROEMIA INDICA	CREPE MYRTLE
PLATANUS ACERIFOLIA	LONDON PLANE TREE
"BLOODGOOD"	
<b>TALL COLUMNAR TREE (24" BOX):</b>	
GINKGO BILOBA	MAIDENHAIR TREE
TRISTANIA LAURINA	WATER GUM
<b>SUCCULENT ACCENT TREE (24" BOX):</b>	
ALOE 'HERCULES'	TREE ALOE
YUCCA ALOPOLLIA 'MARGINATA'	GOLDEN SPANISH DAGGER
<b>SMALL ACCENT TREE (24" BOX):</b>	
AGONIS FLEX. 'JERVIS BAY'	AFTERDARK PEPPERMINT TREE
CERCIS OCCIDENTALIS	WESTERN REDBUD
<b>ACCENT PLANTING (5 GALLON):</b>	
AGAVE SPECIES	AGAVE
ALOE SPECIES	ALOE
<b>GRASSES (5 GALLON):</b>	
CHONDROPETALUM ELEPHANT.	LARGE CAPE RUSH
DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED TURF LILY
LOMANDRA LONGIFOLIA BREEZE	DWARF MAT RUSH
MUHLENBERGIA CAP. REGAL MIST	PINK MUHLY
MUHLENBERGIA RIGENS	DEER GRASS
<b>GRASSES (SOD):</b>	
AGROSTIS PALLENS	NATIVE BENT GRASS

**OPEN SPACE**

COMMON OPEN SPACE PROVIDED: 6722 SF  
 25% OF OPEN SPACE REQUIRED LANDSCAPE: 1680 SF  
 LANDSCAPE PROVIDED: 1789 SF  
 2ND / COURTYARD LEVEL: 1445 SF  
 5TH / ROOF LEVEL: 344 SF

NOTE:  
 SEE ARCHITECTURAL SHEETS FOR:  
 -PROJECT SUMMARY FOR OPEN SPACE CALCULATIONS.  
 -COLORED BUILDING RENDERINGS  
 -NO PROTECTED TREES ON SITE.



**TREES REQUIRED: 13**

TREES PROVIDED: 40  
 24" BOX: 32  
 36" BOX: 8



VICINITY MAP

OWNER:  
 E.D.D.G. INC.  
 EL BAYAR DESIGN &  
 DEVELOPMENT GROUP INC.  
 22834 BRENFORD STREET  
 WOODLAND HILLS, CA 91364  
 319.503.1296

ARCHITECTURAL CONSULTANTS:  
 MALEKIAN + ASSOCIATES  
 2288 WOHOLULU AVE 1A  
 MONTROSE, CA 91929

LANDSCAPE CONSULTANTS:  
 DRK GAUDET  
 GAUDET DESIGN GROUP  
 2109 STONER AVENUE  
 WEST LOS ANGELES, CA 90025  
 319.528.4988

15490 BERMUDA STREET  
 LOS ANGELES, CA (APN: 2664-013-036)  
 Entitlement: Ground Level Landscape Plan

FEBRUARY 7TH, 2017

SCALE: 3/32" = 1'-0"





- ① SMALL SUCCULENT ACCENT TREE (ALOE 'HERCULES' - TREE ALOE)
- ② MEDIUM GRASS PLANTING (LOMANORA SPP. / CHONDROPETALUM SPP)
- ③ SMALL COLOR ACCENT TREE - (AQONIS 'JERVIS BAY')
- ④ SUCCULENTS UNDERPLANTING (AEONIAM SPP. / SENECHO SPP)
- ⑤ 42" HIGH GUARDRAIL
- ⑥ SPECIMEN TREE (24" BOX) / RAISED PLANTER (OLEA EUROPAEA 'SWAN HILL')
- ⑦ BENCH SEATING
- ⑧ SMALL TREE GROUPING (24" BOX) / RAISED PLANTER (LAGERSTROEMIA INDICA)
- ⑨ LAYERED HEDGE PLANTING / RAISED PLANTER
- ⑩ LOUNGE SEATING
- ⑪ ARCHITECTURAL FINISH



**SUGGESTED PLANT PALETTE: 2ND / 3RD LEVEL**

ROTANICAL NAME	COMMON NAME
<b>SPECIMEN TREE (36" BOX):</b> MELALEUCA NESOPHILA OLEA EUROPAEA 'SWAN HILL'	PINK MELALEUCA FRUITLESS OLIVE
<b>SUCCULENT ACCENT TREE: (24" BOX)</b> ALOE 'HERCULES'	TREE ALOE
<b>SMALL ACCENT TREE (24" BOX):</b> AQONIS FLEX. 'JERVIS BAY' CERCIS OCCIDENTALIS LAGERSTROEMIA INDICA	AFTERDARK PEPPERMINT TREE WESTERN REDBUD CRAPE MYRTLE
<b>SMALL HEDGE PLANTING (15 GALLON):</b> OLEA EUROPAEA 'MONTRA'	LITTLE OLLIE DWARF OLIVE
<b>GRASSES (5 GALLON):</b> CHONDROPETALUM ELEPHANT. DIANELLA TASMANICA 'VARIEGATA' LOMANDRA LONGIFOLIA BREEZE	LARGE CAPE RUSH VARIEGATED TURF LILY DWARF MAT RUSH

**SUCCULENT PLANTING (5 GALLON):**

AEONUM 'MINT SAUCER'	GREEN AEONUM
AEONUM ALBOREUM 'ZWARTKOP'	BLACK ROSE AEONUM
AGAVE ATTENUATA 'NOVA'	BLUE FOX TAIL AGAVE
ECHEVERIA 'AFTERGLOW'	ECHEVERIA
SEDUM NUBSBAUMERIANUM	COPPERTONE STONECROP
SENECHO CYLINDRICUS	NARROW-LEAF CHALKSTICKS
SENECHO ROWLEYANUS	STRING-OF-PEARLS SENECHO

**VICINITY MAP**

**OWNER:**  
E.D.D.G. INC  
EL BAYAR DESIGN & DEVELOPMENT GROUP INC.  
22834 BRENFORD STREET  
WOODLAND HILLS, CA 91364  
310.802.1295

**ARCHITECTURAL CONSULTANTS:**  
MALEKIAN + ASSOCIATES  
2285 HONOLULU AVE 1A  
MONTROSE, CA 91929

**LANDSCAPE CONSULTANTS:**  
DIRK GAUDET  
GAUDET DESIGN GROUP  
2109 STOKER AVENUE  
WEST LOS ANGELES, CA 90025  
310.828.4908

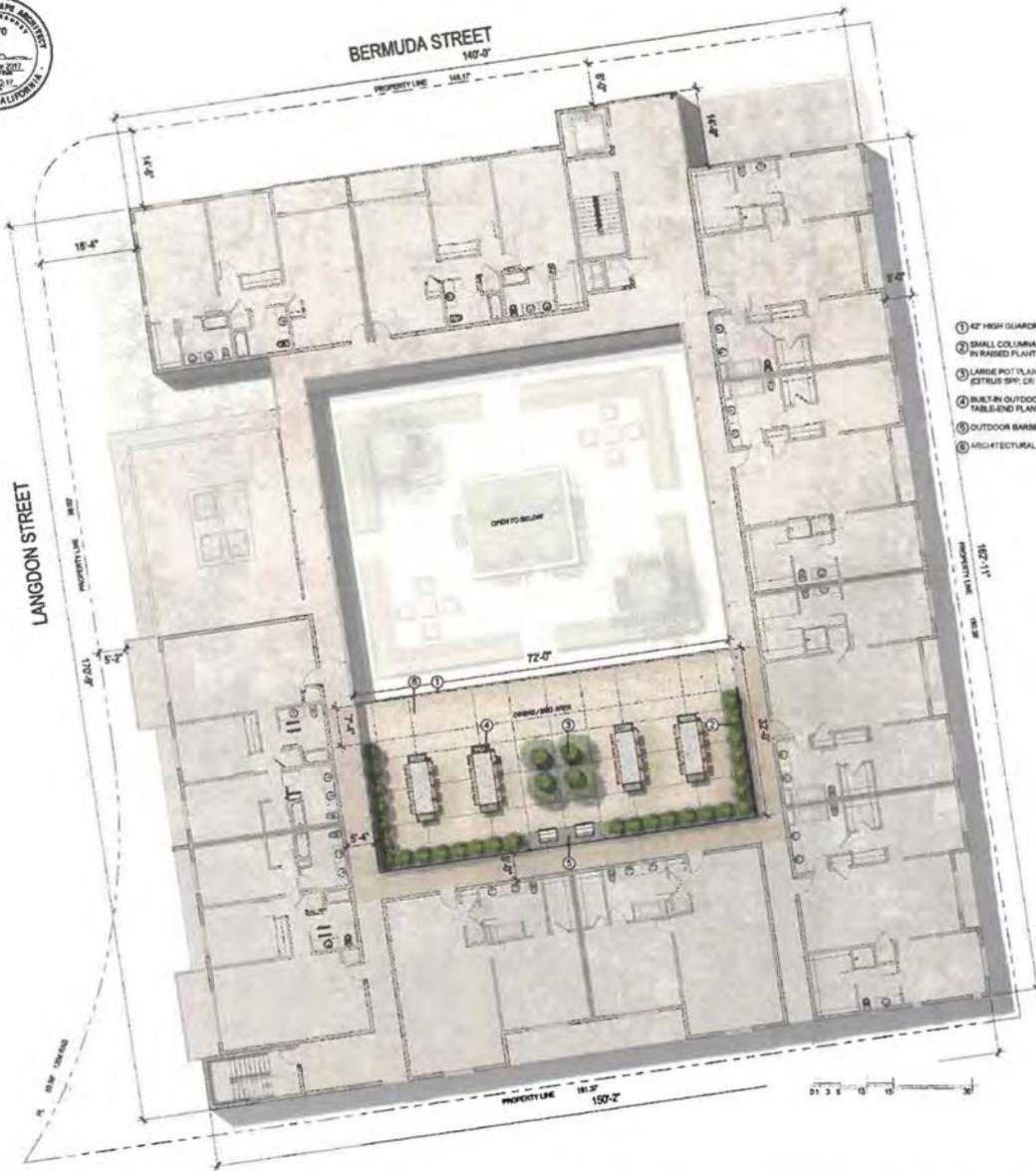


FEBRUARY 7TH, 2017

15490 BERMUDA STREET  
LOS ANGELES, CA (APN: 2664-013-036)  
Entitlement: 2nd Level Landscape Plan

SCALE 3/32" = 1'-0"





- ① 4" HIGH GUARDRAIL
- ② SMALL COLUMNAR TREE/SCREEN PLANTING (2' BOX) IN RAISED PLANTER (LAURUS NOBILIS / ELAEOCARPUS)
- ③ LARGE POT PLANTING WITH MEDIUM TREE (2' BOX) (CITRUS SPECIES OR OLEA EUROPAEA)
- ④ BUILT-IN OUTDOOR SEATING WITH GRASS PLANTING AT TABLE-END PLANTERS (LICHASIA SPECIES)
- ⑤ OUTDOOR BARBEQUE AND COUNTER AREA
- ⑥ ARCHITECTURAL FINISH



**SUGGESTED PLANT PALETTE: 5TH LEVEL**

ROBOTANICAL NAME	COMMON NAME
<b>COLUMNAR TREE/SCREEN (2' BOX):</b>	
ELAEOCARPUS DECIPENS	JAPANESE BLUEBERRY TREE
LAURUS NOBILIS	SWEET BAY
<b>MEDIUM TREE (2' BOX):</b>	
CITRUS SPECIES	CITRUS TREE
OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE
<b>GRASSES (5 GALLON):</b>	
DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED TURF LILY
LOMANDRA LONGIFOLIA BREEZE	DWARF MAT RUSH



VICINITY MAP

**OWNER:**  
 E.D.D.G. INC  
 EL BAYAR DESIGN & DEVELOPMENT GROUP INC.  
 2284 BRENFORD STREET  
 WOODLAND HILLS, CA 91364  
 310.803.1295

**ARCHITECTURAL CONSULTANTS:**  
 MALEKAN + ASSOCIATES  
 2255 HONOLULU AVE 1A  
 MONTROSE, CA 91820

**LANDSCAPE CONSULTANTS:**  
 DIRK GAUDET  
 GAUDET DESIGN GROUP  
 2195 STONER AVENUE  
 WEST LOS ANGELES, CA 90025  
 310.828.4908



FEBRUARY 7TH, 2017

15490 BERMUDA STREET  
 LOS ANGELES, CA (APN: 2664-013-036)  
 Entitlement: 5th Level Landscape Plan

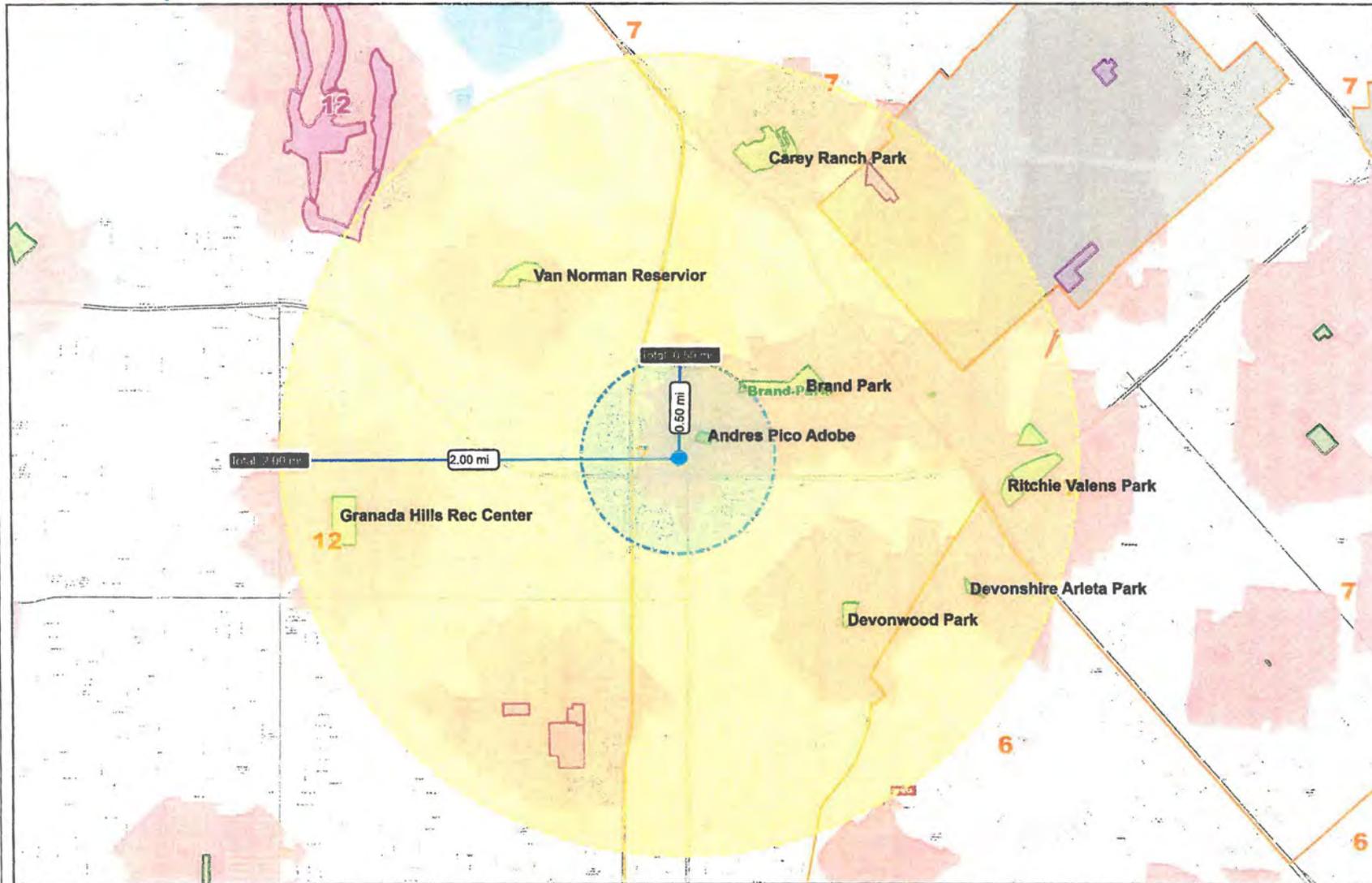
SCALE : 3/32" = 1'-0"





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

### VTT-74855 - Project Site & Surrounding Parks



**LEGEND**

- City Council Districts
- Unimproved Parks
- Existing Parks
  - Non-RAP
  - RAP
- City Limits
- All Improved Service Areas

**NOTES**



SCALE 1: 36,112

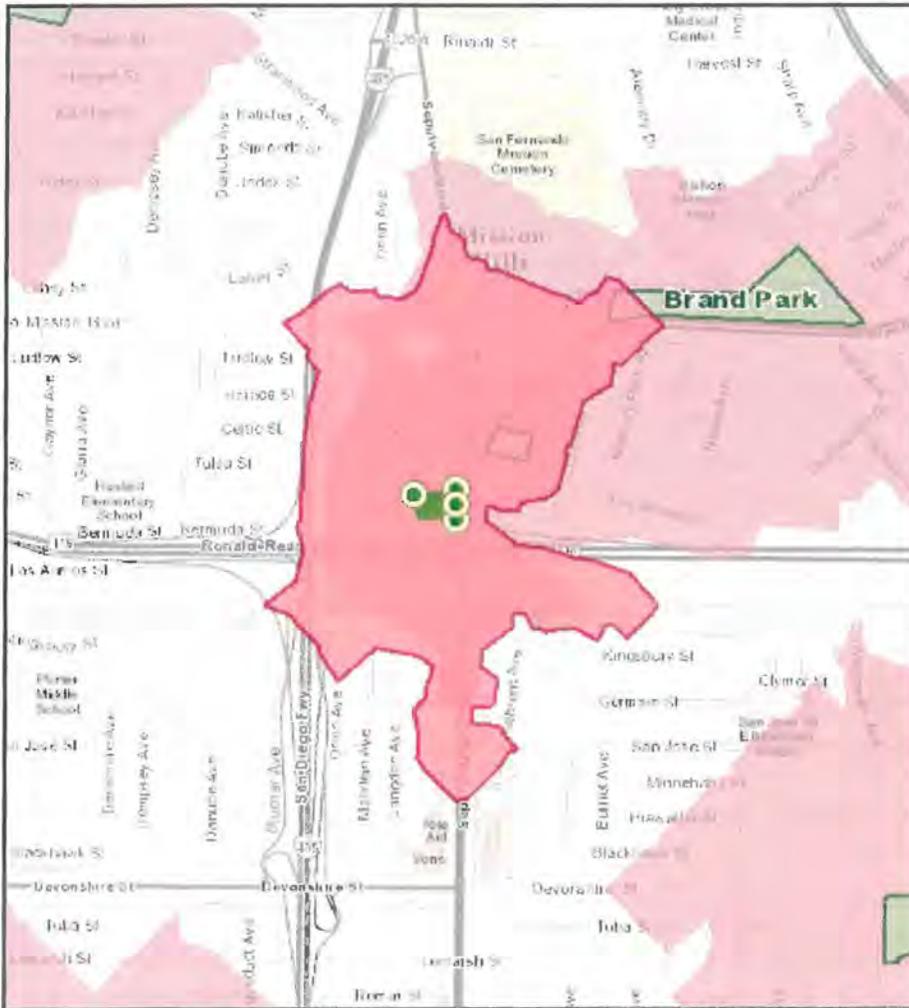
Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

© City of Los Angeles, Department of Recreation and Parks  
Printed: 05/08/2017



**EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM**

# Park Analysis Report



## Scenario Information

Scenario Name:

VTT-74855

Description:

The Project is a 52-unit, including 7 affordable units, 5-story apartment building with 4 levels of residential one grade level parking garage.

Scenario Type:

New Park

Park Class:

Improved

Baseline Dataset\*:

All Parks (RAP and Non-RAP)

\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.

## Population and Age Breakdown

## Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	1,212	674

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	481	190

### Residents Served by Age

Age Group	Total Residents Served	Currently Non-Served Residents Served
Under Age 5:	65	50
Age 5 to 9:	50	39
Age 10 to 14:	71	59
Age 15 to 17:	43	38
Age 18 to 64:	644	404
Age 65 and Over:	339	84

### Households Served by Annual Income

Income Group	Total Households Served	Currently Non-Served Households Served
Under \$25,000:	143	38
\$25,000 to \$34,999:	17	6
\$35,000 to \$49,999:	59	14
\$50,000 to \$74,999:	122	52
\$75,000 and Over:	140	80

Source: Census/ACS 2010

**BOARD REPORT**

NO. 17-126

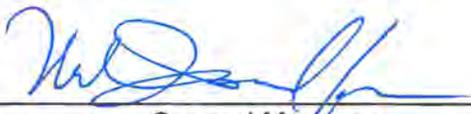
DATE May 17, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GAFFEY STREET POOL — POOL AND NEW BATHHOUSE RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT — ACCEPTANCE OF STOP PAYMENT NOTICE AND RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION WITH AWI BUILDERS, INC., CONTRACT NO. 3514

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

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

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

RECOMMENDATIONS

1. Direct Department of Recreation and Parks (RAP) staff to withhold the amounts claimed in the following Stop Payment Notice, herein included as Attachment 1, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claim plus 25% will be withheld; and,
2. Direct the RAP Chief Accounting Employee to release \$8,524.83 of the amount withheld on Construction Contract No. 3514 with AWI Builders, Inc. in accordance with the Request for Release of Stop Notice dated March 17, 2017 from Sunbelt Rentals, herein included as Attachment 2, for the Gaffey Street Pool — Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F) Project.

STOP PAYMENT NOTICE

RAP is in receipt of a Stop Payment Notice to withhold construction funds, pursuant to California Civil Code Sections 9350 et seq. on the following Construction Contract:

Contract 3514      CD 15

Gaffey Street Pool — Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F)	General Contractor:	AWI Builders, inc.
Construction Status: Construction	Claimant:	Sunbelt Rentals
Project Impact: None	Amount:	\$8,524.83

BOARD REPORT

PG. 2      NO. 17-126

RELEASE OF STOP PAYMENT NOTICE

RAP is in receipt of Release of Stop Payment Notice filed by the claimant below, which releases the Board from any and all liability for withholding funds from the general contractors or the sureties:

Contract 3514      CD 15

Gaffey Street Pool — Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F) Construction Status: Construction	General Contractor: Claimant:	AWI Builders, Inc. Sunbelt Rentals
--	----------------------------------	---------------------------------------

Project Impact: None	Amount:	\$8,524.83
----------------------	---------	------------

FISCAL IMPACT STATEMENT

Acceptance of Stop Payment and Release of Stop Notices has no impact on RAP's General Fund.

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

LIST OF ATTACHMENTS

- 1) Stop Payment Notice filed by Sunbelt Rentals
- 2) Release of Stop Payment Notice filed by Sunbelt Rentals

STOP PAYMENT NOTICE - PUBLIC WORKS  
(California Civil Code Section 9350 et seq.)

TO THE OWNER OR REPUTED  
CITY OF LOS ANGELES BOARD OF  
RECREATION & PARKS COMMISSIONERS  
ATTN: IRIS DAVIS  
221 NORTH FIGUEROA ST SUITE 300  
LOS ANGELES, CA 90012

TO THE DIRECT OR REPUTED CONTRACTOR  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660  
562-948-1133

TO THE CUSTOMER OR BUYER  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660

TO THE LENDER/SURETY OR  
CONTRACTORS & DEVELOPERS BONDING  
COMPANY  
534 EAST BADILLO ST  
COVINA, CA 91723  
Bond/Loan # SU1127223

2017 JUN -2 AM 9:35  
A W I BUILDERS INC  
PICO RIVERA, CA 90660

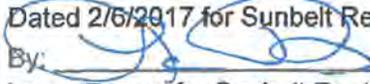
PLEASE TAKE NOTICE THAT Sunbelt Rentals has a claim in connection with the public work known as GAFFEY STREET POOL (POOL & NEW BATH HOUSE RESTORATION), located at 3351 GAFFEY ST, LOS ANGELES, CA 90731, in the County of Los Angeles. The specific contract information is for Our Job/ Invoice POOL HOUSE.

The claimant furnished the following kind of labor, services, equipment, materials or service charges: Various Construction Equipment Rentals. The name of the party to whom the material was furnished or supplied, or for whom the labor was done or performed, is A W I BUILDERS INC, 7831 PARAMOUNT BLVD, PICO RIVERA, CA 90660.

WHEREFORE, the claimant prays that the public entity, upon receipt of this Stop Notice, withhold from the direct contractor, or from any person acting under his authority, sufficient money due or to become due to such contractor to answer this claim stated in such stop notice and to provide for reasonable cost of any litigation thereunder.

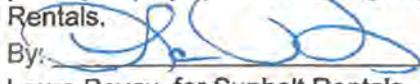
The total value of labor, services, equipment and materials furnished by claimant or agreed to be performed was \$34,176.31. That the value of labor, service, equipment, materials and service charges so performed or furnished as of the date of this notice is \$34,176.31. That such claim has not been paid in full except that there has been paid against the balance due the sum of \$25,651.48. The unpaid balance is now \$8,524.83, including service charges or interest at the rate of 18% per annum.

Dated 2/6/2017 for Sunbelt Rentals, 7626 NE Killingsworth Portland, OR 97218.

By:   
Laura Pavey, for Sunbelt Rentals

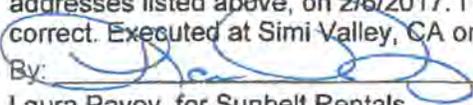
VERIFICATION

I declare that I am authorized to file this Stop Payment Notice on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 2/6/2017 for Sunbelt Rentals.

By:   
Laura Pavey, for Sunbelt Rentals

PROOF OF SERVICE BY MAIL AFFIDAVIT

I declare that I served a copy of the above document, and any related documents, by (as required by law) first-class, certified or registered mail, postage prepaid, addressed to the above named parties, at the addresses listed above, on 2/6/2017. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 2/6/2017

By:   
Laura Pavey, for Sunbelt Rentals

CLAIM AGAINST PAYMENT OR LIEN BOND; AND  
CLAIM AGAINST FUNDS HELD IN TRUST

TO THE OWNER OR REPUTED  
CITY OF LOS ANGELES BOARD OF  
RECREATION & PARKS COMMISSIONERS  
ATTN: IRIS DAVIS  
221 NORTH FIGUEROA ST SUITE 300  
LOS ANGELES, CA 90012

TO THE DIRECT OR REPUTED CONTRACTOR  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660  
562-948-1133

TO THE LENDER/SURETY OR  
CONTRACTORS & DEVELOPERS BONDING  
COMOANY  
534 EAST BADILLO ST  
COVINA, CA 91723  
Bond/Loan # SU1127223

TO THE CUSTOMER OR BUYER  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660

TO ALL BONDING COMPANIES, SURETIES, PRINCIPAL CONTRACTORS AND OWNERS OF THIS PROJECT:

Notice is hereby given that Sunbelt Rentals is the claimant furnishing labor, services, equipment or materials for the work of improvement known as GAFFEY STREET POOL (POOL & NEW BATH HOUSE RESTORATION, located at 3351 GAFFEY ST, LOS ANGELES, CA 90731, for which you are one of the known lenders, bonding companies or sureties.

The specific contract information is for Our Job/Invoice POOL HOUSE.

The claimant furnished the following kind of labor, services, equipment, materials or service charges: Various Construction Equipment Rentals. The name of the party to whom the material was furnished or supplied, or for whom the labor was done or performed, is A W I BUILDERS INC, 7831 PARAMOUNT BLVD, PICO RIVERA, CA 90660, who is one of the contractors or the General Contractor of this job.

There is due to Sunbelt Rentals the sum of \$8,524.83 which has not been paid. This is to notify you that in the event payment is not made in full to our company, suit will be brought against the sureties of this project for recovery of said sum, plus service charges, interest, court costs and attorney fees.

The time of the commencement of performance of labor, or the furnishing of materials was 11/2/2015. The time of cessation of performance of labor or furnishing of materials was 12/12/2016. The date the debt became due is: See attached.

Please acknowledge receipt of our claim and advise us how soon it will be paid in full. If you have any questions, please feel free to contact us as soon as possible.

Dated 2/6/2017

By: 

Laura Pavey  
Sunbelt Rentals  
7626 NE Killingsworth  
Portland, OR 97218

File # 949207

RELEASE OF STOP PAYMENT NOTICE - Public Work  
Legal Notice To Release Construction Funds  
(California Civil Code § 9350 et seq.)

TO THE OWNER OR REPUTED OWNER  
CITY OF LOS ANGELES BOARD OF  
RECREATION & PARKS COMMISSIONERS  
ATTN: IRIS DAVIS  
221 NORTH FIGUEROA ST SUITE 300  
LOS ANGELES, CA 90012

TO THE DIRECT OR REPUTED CONTRACTOR  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660  
562-948-1133

TO THE CUSTOMER OR BUYER  
A W I BUILDERS INC  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660

TO THE LENDER/SURETY OR REPUTED  
CONTRACTORS & DEVELOPERS BONDING  
COMOANY  
534 EAST BADILLO ST  
COVINA, CA 91723  
Bond/Loan #

2017 MAR 23 PM 2:58

The undersigned hereby withdraws and releases the Stop Payment Notice filed on 2/6/2017 with the following owner (s) or reputed owner(s): CITY OF LOS ANGELES BOARD OF RECREATION & PARKS COMMISSIONERS, ATTN: IRIS DAVIS, 221 NORTH FIGUEROA ST SUITE 300, LOS ANGELES, CA 90012 for claims against A W I BUILDERS INC, 7831 PARAMOUNT BLVD, PICO RIVERA, CA 90660.

The claimant has been PAID IN FULL for labor, services, equipment, materials or service charges performed or furnished for the performance or construction of the public work commonly known as GAFFEY STREET POOL (POOL & NEW BATH HOUSE RESTORATION, located at 3351 GAFFEY ST, LOS ANGELES, CA 90731, in the County of Los Angeles.

The specific contract information is for Our Job/Invoice .

The undersigned also hereby releases from the above said public entity, and its subdivisions and agents, any further duty under the laws of this State to withhold money or bonds in response to the Stop Payment Notice, and waives any right of action against them that might accrue thereunder.

Dated 3/17/2017 for Sunbelt Rentals, 7626 NE Killingsworth Portland, OR 97218.

By: Antonia Lauer  
Antonia Lauer, Lien Coordinator, for Sunbelt Rentals

VERIFICATION

I declare that I am authorized to file this Release of Stop Payment Notice on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Portland, OR on 3/17/2017 for Sunbelt Rentals.

By: Antonia Lauer  
Antonia Lauer, Lien Coordinator, for Sunbelt Rentals

## RELEASE OF BOND CLAIM - Public Work

TO THE OWNER OR REPUTED OWNER  
 CITY OF LOS ANGELES BOARD OF RECREATION  
 & PARKS COMMISSIONERS  
 ATTN: IRIS DAVIS  
 221 NORTH FIGUEROA ST SUITE 300  
 LOS ANGELES, CA 90012

TO THE DIRECT OR REPUTED CONTRACTOR  
 A W I BUILDERS INC  
 7831 PARAMOUNT BLVD  
 PICO RIVERA, CA 90660  
 562-948-1133

TO THE LENDER/SURETY OR REPUTED  
 CONTRACTORS & DEVELOPERS BONDING  
 COMOANY  
 534 EAST BADILLO ST  
 COVINA, CA 91723  
 Bond/Loan # SU1127223

TO THE CUSTOMER OR BUYER  
 A W I BUILDERS INC  
 7831 PARAMOUNT BLVD  
 PICO RIVERA, CA 90660

The undersigned hereby withdraws and releases the Bond Claim filed on 2/6/2017 with the following owner(s) or reputed owner(s): CITY OF LOS ANGELES BOARD OF RECREATION & PARKS COMMISSIONERS, 221 NORTH FIGUEROA ST SUITE 300, LOS ANGELES, CA 90012 for claims against A W I BUILDERS INC, 7831 PARAMOUNT BLVD, PICO RIVERA, CA 90660.

The claimant has been PAID IN FULL for labor, services, equipment, materials or service charges performed or furnished for the performance or construction of the work commonly known as GAFFEY STREET POOL (POOL & NEW BATH HOUSE RESTORATION, located at 3351 GAFFEY ST, LOS ANGELES, CA 90731, in the County of Los Angeles.

The specific contract information is for Our Job/Invoice .

The undersigned also hereby releases from the above said surety, any further duty under the laws of the State of California to withhold money or bonds in response to the Bond Claim, and waives any right of action against them that might accrue thereunder.

Dated 3/17/2017 for Sunbelt Rentals, 7626 NE Killingsworth Portland, OR 97218.

By: Antonia Lauer  
 Antonia Lauer, Lien Coordinator

## VERIFICATION

I declare that I am authorized to file this Release of Bond Claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Portland, OR on 3/17/2017 for Sunbelt Rentals.

By: Antonia Lauer  
 Antonia Lauer, Lien Coordinator, Lien Administrator

**BOARD REPORT**

NO. 17-127

DATE May 17, 2017

C.D. 8

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ALGIN SUTTON RECREATION CENTER – POOL REPLACEMENT AND BATHHOUSE RENOVATION (PRJ21117) (W.O. #E170293F) PROJECT – DEMOLITION OF THE SWIMMING POOL; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 CATEGORIES 11 (D) AND 12 [DEMOLITION OF EXISTING STRUCTURES AND NEW OUTDOOR LIGHTING AND FENCING WITH NO EXPANSION USE], CLASS 3, CATEGORIES 6 AND 8 [NEW CONSTRUCTION OF SMALL STRUCTURES AND UTILITIES], CLASS 4 [MINOR ALTERATIONS TO LAND], AND CLASS 11 CATEGORIES 3 AND 6 [CONSTRUCTION OR PLACEMENT OF ACCESSORY STRUCTURES] OF THE CITY CEQA GUIDELINES

AP Diaz	<u>                    </u>	V. Israel	<u>                    </u>
*R. Barajas	<u><i>CSD</i></u>	N. Williams	<u>                    </u>
H. Fujita	<u>                    </u>		

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

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

**RECOMMENDATIONS**

1. Authorize the demolition of the Algin Sutton Recreation Center swimming pool, and approve the demolition plans substantially in the form on file in the Board Office; and,
2. Find that the proposed Algin Sutton Recreation Center – Pool Replacement and Bathhouse Renovation (PRJ21117) (W.O. #E170293F) Project (Project) is categorically exempt from the California Environmental Quality Act (CEQA), and direct Department of Public Works, Bureau of Engineering (BOE) staff to file a Notice of Exemption.

**SUMMARY**

The Algin Sutton Pool is located at 8800 South Hoover Street in the South Los Angeles area of the City. This 16.46-acre facility provides a variety of services and programs to the community, and includes baseball diamonds, a children’s play area, a swimming pool, basketball courts and a recreation center. Approximately eleven thousand, three hundred fifty (11,350) residents live within a one-half (1/2) mile walking distance of this park. Due to the size of the park, and the facilities, features, and programs it provides, Algin Sutton Recreation Center meets the standard for a Community Park, as defined in the City’s Public Recreation Plan.

BOARD REPORT

PG. 2 NO. 17-127

The existing pool and bathhouse are located on the northeast area of the Algin Sutton Recreation Center. The Project proposes to replace the swimming pool and renovate the existing bathhouse. At the request of Eighth Council District Office (CD 8) to fast track the Project delivery, the demolition of the swimming pool is proposed to proceed while the plans and specifications are being finalized for the new swimming pool and bathhouse renovation.

As required by Proposition K, the Project was presented to the community. Three (3) Local Voluntary Neighborhood Oversight Committee (LVNOC) meetings were conducted. In addition to the seven (7) LVNOC members in attendance at each of the LVNOC meetings, approximately eight (8) residents and park users also attended each meeting. The community, the LVNOC, and CD 8 are in full support of the Project.

The plans and specifications for demolition work were prepared by Lehrer Architects under the direction of the Bureau of Engineering (BOE) Architectural Division.

The demolition scope of work includes the following:

1. Demolition of the existing 7,500 square-foot swimming pool and pool deck
2. Demolition of the existing tubular fence
3. Demolition of an existing steel shade structure
4. Demolition of existing underground utilities
5. Excavation, backfill and certified re-compaction of the site, to have it ready for the construction of the new pool

After review of the demolition plans and specifications by the RAP and BOE, it was determined that demolition of the existing pool, and related excavation and re-compaction for the new pool can be performed by RAP's on-call contractors.

Once the plans and specifications for the new pool and the renovation of the pool building are completed, the finalized documents will be submitted to the Board requesting approval of the final plans and specifications and requesting authority to advertise the Project for bid.

Sufficient funds are available for the demolition project and the project contingency from the following account:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
RAP Capital Improvement Funds	205/88/88NMAN

ENVIRONMENTAL IMPACT STATEMENT

The proposed Algin Sutton Pool and Bathhouse Replacement Project consists of demolition of the existing pool and bathhouse and installation of new outdoor lighting and fencing, both of which involve negligible or no expansion of use beyond that exists at the time of the City's determination; construction of a new pool and bathhouse and associated utilities, and minor alterations to land for excavation and grading. Therefore, RAP staff recommends that the Board

## BOARD REPORT

PG. 3 NO. 17-127

determine that the proposed Project is categorically exempt pursuant to Article III, Section 1, Class 1 Categories 11 (d) and 12, Class 3 Categories 6 and 8, Class 4 and Class 11 Categories 3 and 6 (addition of minor accessory structures) of the City of Los Angeles CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### TREE AND SHADE STATEMENT

Trees and shade structure will be implemented as a part of the new construction for the pool and pool building renovations. No trees will be removed during the demolition activities.

### FISCAL IMPACT STATEMENT

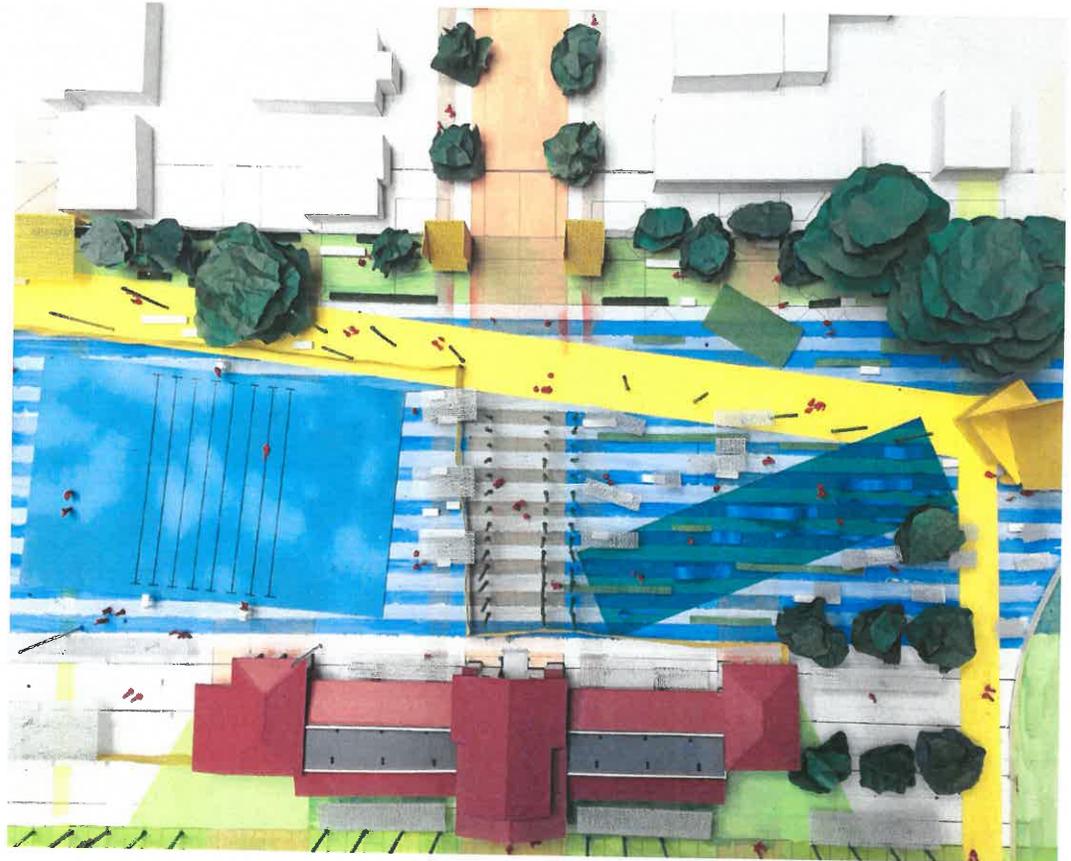
The proposed demolition is fully funded by RAP Capital Improvement funds. When complete, the site will be ready for construction of the new pool, splash pad, and pool pump room; pool building renovation, addition of a new pump room for the splash pad, and a new bathroom renovation of pool building bathroom facility. Therefore, approval of the plans has no impact to RAP's General Fund.

Operational and maintenance costs associated with the new pool and renovated pool building will be discussed at the time that project is brought to the Board for authority to call for bids; however, it is anticipated that future operation and maintenance costs of the facility should be reduced, as it will be a modern and new facility, designed in accordance with the needs and recommendations of RAP, including Aquatics and Maintenance staff input.

This Report was prepared by Alex Ngo, Project Manager, BOE Architectural Division. Reviewed by Neil Drucker, Mahmood Karimzadeh, Program Manager, BOE Architectural Division; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Maintenance and Construction Branch.



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.  
 THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.  
 THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**GENERAL**

GD-00 COVER SHEET

**CIVIL**

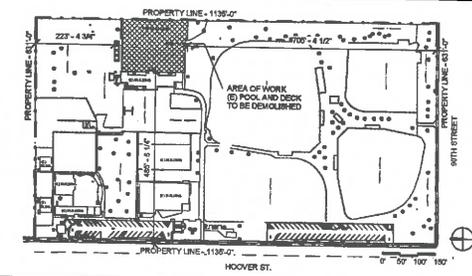
- CD001 GENERAL AND GEOTECHNICAL NOTES
- CD002 BOLD REPORT APPROVAL LETTER ATTACHMENT "A"
- CD003 LEGEND AND ABBREVIATIONS, SURVEY INFORMATION
- CD004 GRADING PRE-INSPECTION REPORT
- CD101 DEMOLITION PLAN
- CD102 DEMOLITION PLAN
- CD103 UTILITY DEMOLITION PLAN
- CD104 UTILITY DEMOLITION PLAN
- CD105 ROUGH GRADING PLAN
- CD106 ROUGH GRADING PLAN
- CD107 ROUGH GRADING SECTION
- CD108 ROUGH GRADING SECTION
- CD109 ROUGH GRADING SECTION
- CD110 UTILITY PLAN
- CD111 UTILITY PLAN
- CD112 EROSION CONTROL PLAN
- CD113 EROSION CONTROL PLAN
- CD114 EROSION CONTROL DETAILS
- CD115 EROSION CONTROL DETAILS
- CD116 MISCELLANEOUS DETAILS
- CD117 MISCELLANEOUS DETAILS

**LEHRER ARCHITECTS LA**  
 10000 WILSON BLVD., SUITE 100  
 LOS ANGELES, CA 90024-0908  
 TEL: (310) 407-1000 FAX: (310) 407-1001  
 WWW.LEHRERARCHITECTS.COM

BUREAU OF ENGINEERING	
NO.	REVISION DESCRIPTION
1	ISSUE FOR PERMITS
2	ISSUE FOR PERMITS
3	ISSUE FOR PERMITS
4	ISSUE FOR PERMITS
5	ISSUE FOR PERMITS
6	ISSUE FOR PERMITS
7	ISSUE FOR PERMITS
8	ISSUE FOR PERMITS
9	ISSUE FOR PERMITS
10	ISSUE FOR PERMITS
11	ISSUE FOR PERMITS
12	ISSUE FOR PERMITS
13	ISSUE FOR PERMITS
14	ISSUE FOR PERMITS
15	ISSUE FOR PERMITS
16	ISSUE FOR PERMITS
17	ISSUE FOR PERMITS
18	ISSUE FOR PERMITS
19	ISSUE FOR PERMITS
20	ISSUE FOR PERMITS

DEPARTMENT OF PUBLIC WORKS	
CITY ENGINEER	DATE
CARLY LEE MOORE, P.E.	
ACCEPTED BY:	
DEPUTY CITY ENGINEER/PROGRAM MANAGER	
CITY ENGINEER	

**SHEET INDEX**



**PLOT PLAN**

**PHYSICAL MODEL**

**DEPARTMENT OF RECREATION & PARKS**

221 N. Figueroa St.  
 Los Angeles, CA 90012  
 Contact: Michael Strub, General Manager

**ARCHITECTURAL DIVISION PROJECT MANAGEMENT**

LA CITY DEPT OF PUBLIC WORKS  
 BUREAU OF ENGINEERING  
 Matthew Kaimowitz, Principal Architect  
 1145 S. Broadway St.  
 Los Angeles, CA 90015-2213  
 T: (213) 485-4821

Alexander Ngo  
 T: (213) 485-4821  
 alex.ngo@cityofla.gov  
 E-mail: alex.ngo@cityofla.gov  
 T: (213) 485-4709

**CONSTRUCTION MANAGEMENT DIVISION**

Jason S. Buttner  
 1145 S. Broadway St.  
 Los Angeles, CA 90015  
 Contact: Jason Buttner, Division Engineer

**PROJECT AWARD AND CONTROL DIVISION**

1140 N. Broadway St.  
 Suite 140  
 Los Angeles, CA 90015  
 Contact: Eddie Chen, Division Manager

**ARCHITECT: LEHRER ARCHITECTS LA**

2140 Hyperion Ave.  
 Los Angeles California 90027  
 T: (323) 884-4747  
 Contact: Erik Allen, AIA  
 email: erik@lehrerarchitects.com

**LANDSCAPE ARCHITECTS**

JMA LEHRER & Associates  
 3780 Wilshire Boulevard  
 Suite 220  
 Los Angeles, CA 90010  
 T: 213-384-3844  
 Contact: Andrew Nash  
 email: andrew@jma.com

**AQUATIC DESIGN**

Jason S. Buttner  
 100 East Thousand Oaks Blvd., Ste. 211  
 Thousand Oaks, CA 91320  
 T: 805-777-8865  
 Contact: Neel Madhavan  
 email: neel@jma.com

**COST ESTIMATOR**

KPI Consulting  
 5461 Rosewood Ave.  
 Los Angeles, CA 90008  
 T: (310) 900-5500  
 Contact: Jessie Chan  
 email: jchan@kpiconsulting.com

**CIVIL ENGINEER:**

3661 Melford Street  
 Los Angeles, CA 90008  
 T: (323) 726-0506  
 Contact: Maria Lopez  
 email: maria@jehp.com

**GEOTECHNICAL ENGINEER:**

Intra Geotechnical, Inc.  
 145 N. Sierra Madre Blvd., #1  
 Pasadena, CA 91107  
 T: (626) 844-9544  
 Contact: Jon Payne  
 email: jpayne@intra.com

**SPECIFICATIONS**

Cheryl Spivey  
 4391 Paseo Santa Catalina  
 Newbury Park, CA 91320  
 T: (805) 375-0491  
 Contact: Martin Drew  
 email: cheryl@spivey.net

**HAZ MAT**

Focus Environmental Consulting  
 700 Lincoln Ave., #104-106  
 Covina, CA 91703  
 T: (951) 546-2499  
 Contact: Maria Lopez  
 email: focusenviroremed@yaho.com

**STRUCTURAL ENGINEER:**

VCA  
 2161 Michelson Drive  
 Suite 242  
 Irvine, CA 92617  
 T: (949) 876-0670  
 Contact: Young Nam, PE, PE  
 email: ynam@vca.com

**MEP ENGINEER:**

Daniel F. Dickerson Associates  
 18425 Burbank Blvd  
 Suite 404  
 Tarzana, CA 91356  
 T: (818) 355-3400  
 Contact: Helen Williams  
 email: hwilliams@dfa.com

**CONSTRUCTIBILITY REVIEW**

Howard Priebe Architects  
 610 South Main Street, Pk209  
 Los Angeles, CA 90014  
 Contact: Ebu Huzard  
 email: eh@hpac.com

**LEGAL DESCRIPTION**

Lot Area: 104,156.5 SF,  
 104,427 SF,  
 104,152.8 SF,  
 104,176.9 SF,  
 104,064.7 SF,  
 104,185.4 SF,  
 91,581.2 SF

P/N Number: 08BA201 06,  
 08BA201 110,  
 08BA201 117,  
 08BA201 114,  
 08BA201 217,  
 08BA201 222,  
 08BA201 225

Assessor Parcel Number (APN): 0726-007-025,  
 005A-013-000

Tract: 1945 Burbank Blvd  
 Sunny Side

Map Reference: M B S-119/120  
 SUNNY SIDE

Block: None  
 Lot: 17, 24, 28, 32,  
 35, 36, FR27

Zoning: C-2-35  
 Map Sheet: 08BA201

**DESCRIPTION OF WORK**

DEMOLITION OF THE (E) POOL, SURROUNDING POOL DECK, FENCING, AND ADJACENT SHADE STRUCTURE. DEMOLITION OF THE (E) PARKING AREA IN REAR OF THE POOL.

Occupancy: A3  
 Type of Construction: Type III - Sprinklered  
 Number of Stories: One

**APPLICABLE CODES**

2013 California Building Code, Based on the 2012 International Building Code (IBC) with LA City Amendments

2013 California Electrical Code, Based on the 2011 National Electrical Code, with LA City Amendments

2013 California Mechanical Code, Based on the 2012 Uniform Mechanical Code, with LA City Amendments

2013 California Plumbing Code, Based on the 2012 Uniform Plumbing Code, with LA City Amendments



**PROJECT VICINITY MAP**

**PROJECT TEAM**

BID SET PROJECT ISSUE DATE: 02.03.17  
 CITY OF LOS ANGELES  
 DEPARTMENT OF PUBLIC WORKS  
 PROJECT: Argin Sutton Pool Replacement Project  
 ADDRESS: 8600 S HOOPER ST., LOS ANGELES, CA 90044  
 WORK ORDER NO.: E170285D  
 PLAN FILE NO.:  
**GD-0.0**  
 SHEET D OF 6 SHEETS

**GENERAL NOTES:**

- ALL WORK PERFORMED IN THIS CONTRACT SHALL CONFORM TO:
  - PROJECT SPECIFICATIONS.
  - ALL SHALL CONFORM TO THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPC) AND AMERICAN PUBLIC WORKS ASSOCIATION (APWA).
  - CITY OF LOS ANGELES STANDARD PLANS AND SPECIFICATIONS.
  - PROJECT GEOTECHNICAL REPORT.
- ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE WORK SPECIFIED ON THE DRAWINGS AND WITHIN THE VARIOUS NOTES SHOWN HEREIN.
- THE EXISTING CONDITIONS SHOWN DIAGRAMMATICALLY ON THE PLANS ORIGINATED FROM AS BUILT DRAWINGS AND FIELD SURVEY, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE AND VERIFY THE EXACT EXISTING CONDITIONS UNLESS CONGEOLOGED BEFORE SUBMITTING HIS BID. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE CITY ENGINEER USING THE PROPER REQUEST FOR INFORMATION FORMS PRIOR TO SUBMITTING HIS BID FOR PROPER ACTION.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES IN THE AREA OF WORK WHICH ARE NOT INCLUDED IN THIS CONSTRUCTION. ANY DAMAGE RESULTING FROM THIS WORK SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE CITY.
- UNDERGROUND SERVICE ALERT:**  
BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT INQUIRY I.D. NUMBER BY CALLING 1-800-422-4133. TWO (2) WORKING DAYS SHALL BE ALLOWED AFTER THE I.D. NUMBER IS OBTAINED AND BEFORE THE EXCAVATION WORK IS INITIATED BY UTILITY OWNERS CAN BE NOTIFIED.
- PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE WORK PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
- REMOVALS:**  
EXISTING STRUCTURES AND SUBSTRUCTURES WHICH ARE INDICATED TO BE REMOVED IN THIS CONSTRUCTION DOCUMENTS SHALL BE TOTALLY REMOVED AND DISPOSED OFFSITE, UNLESS OTHERWISE INDICATED. EXISTING FACILITIES WHICH ARE DISCOVERED DURING CONSTRUCTION (INCLUDING WALLS, FOOTINGS AND FOUNDATIONS) SHALL BE REPORTED TO AND COORDINATED WITH THE CITY ENGINEER AS TO THEIR REMOVAL. CONTRACTOR WILL NOTIFY THE CITY IN WRITING PRIOR TO COMMENCING THE WORK.  
ALL SITE PREPARATION AS INDICATED SHALL BE MADE UNDER THE CONTINUOUS INSPECTION OF THE CITY ENGINEER AUTHORIZED REPRESENTATIVE. SECURE THE REQUIRED PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY FOR THE CONSTRUCTION OF TRENCHES, SHORING OR EXCAVATIONS WHICH ARE 5 FEET OR DEEPER OR WORK THAT MAY JEOPARDIZE THE WORKERS. SHORING CALCULATIONS SHALL BE PROVIDED AS REQUIRED FOR APPROVAL AND PERMITTING.  
THE CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA SUFFICIENTLY DAMPENED TO CONTROL DUST CAUSED BY WORK ACTIVITIES AS REQUIRED BY THE CITY ENGINEER AND OTHER JURISDICTIONAL AGENCIES.
- ALL WORK IN THE PUBLIC RIGHT OF WAY REQUIRES APPROVAL BY THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS / TRAFFIC AND TRANSPORTATION DEPARTMENTS. CONTRACTOR SHALL SECURE AND PAY FOR ANY PERMIT INCLUDING UTILITY CONNECTIONS REQUIRED PRIOR TO CONSTRUCTION.
- ALL FILL OR BACKFILL SHALL BE COMPACTED AS SPECIFIED IN THE GEOTECHNICAL REPORT.
- CONSTRUCTION STAKING AND ADJUSTMENTS FOR IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR PAID FOR BY THE CONTRACTOR AND INCLUDED IN THE CONTRACT.
- VOIDS RESULTING FROM REMOVAL WORK SHALL BE FILLED WITH SUITABLE MATERIALS APPROVED BY THE CITY ENGINEER AND COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D-1557.
- ANY ADDITIONAL SURVEYS OR TESTING AS A RESULT OF CONTRACTOR ERROR OR MISFORMATION WILL BE CHARGED TO THE CONTRACTOR.
- CONSTRUCT OFFSITE WORK TO COMPLY WITH THE REQUIREMENTS OF THE LOCAL GOVERNING AGENCY. SECURE AND PAY FOR ALL REQUIRED CONSTRUCTION PERMITS.
- IF EXISTING UTILITIES ARE EXPOSED OR DETERMINED TO EXIST UNDER THE ROUGH GRADING SITE, CONTRACTOR SHALL PROVIDE A FLAGGED STAKE THAT INDICATES THEIR LOCATION, TYPE OF UTILITY, SIZE, PIPE MATERIAL AND DEPTH. STAKES SHALL BE INSTALLED NO LESS THAN 50' ON CENTER ON STRAIGHT LINES AND AT BENDS.
- UNCLG. CLEAN AND FLUSH THE WORK AREA DRAINAGE SYSTEM AFTER PAVING AND IMMEDIATELY BEFORE A RAIN FORECAST.
- ALL GRADING AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE CITY OF LOS ANGELES PUBLIC WORKS, THAT CONTROLS AND RESTRICTS NOISE FROM THE USE OF CONSTRUCTION AND GRADING EQUIPMENT FROM THE HOURS OF 5:00PM TO 7:00AM AND ON SUNDAYS AND HOLIDAYS. (MORE RESTRICTIVE CONSTRUCTION ACTIVITY TIMES MAY GOVERN, AS REQUIRED BY THE DEPARTMENT OF REGIONAL PLANNING AND SHOULD BE SHOWN ON THE GRADING PLANS WHEN APPLICABLE.)
- CALIFORNIA PUBLIC RESOURCES CODE (SECTION 5097.98) AND HEALTH AND SAFETY CODE (SECTION 7050.5) ADDRESS THE DISCOVERY AND DISPOSITION OF HUMAN REMAINS. IN THE EVENT OF DISCOVERY OR RECOGNITION OF ANY HUMAN REMAINS IN ANY LOCATION OTHER THAN A DEDICATED CEMETERY, THE LAWYER REQUIRES THAT GRADING IMMEDIATELY STOPPED AND NO FURTHER EXCAVATION OF DISTURBANCE OF THE SITE, OR ANY NEARBY AREA WHERE HUMAN REMAINS MAY BE LOCATED, OCCUR UNTIL THE FOLLOWING MEASURES HAVE BEEN TAKEN:
  - INFORM THE CITY ENGINEER
  - THE COUNTY CORNER HAS BEEN INFORMED AND HAS DETERMINED THAT NO INVESTIGATION OF THE CAUSE OF DEATH IS REQUIRED AND,
  - IF THE REMAINS ARE OF NATIVE AMERICAN ORIGIN, THE DESCENDANTS FROM THE DECEASED NATIVE AMERICANS HAVE MADE A RECOMMENDATION FOR THE MEANS OF TREATING OR DISPOSING, WITH APPROPRIATE DIGNITY, OF THE HUMAN REMAINS AND ANY ASSOCIATED GRAVE GOODS.
- ALL EXPORT OF MATERIAL FROM THE SITE MUST GO TO A PERMITTED SITE APPROVED BY THE CITY ENGINEER. RECEIPTS FOR ACCEPTANCE OF EXCESS MATERIAL BY A DUMP SITE ARE REQUIRED AND MUST BE PROVIDED TO THE CITY ENGINEER UPON REQUEST.
- SITE BOUNDARIES, EASEMENTS, DRAINAGE DEVICES, RESTRICTED USE AREAS SHALL BE LOCATED PER ALL CONSTRUCTION STAKING BY A LICENSED SURVEYOR. PRIOR TO ANY DEMOLITION ACTIVITIES, ALL PROPERTY LINES, EASEMENTS, AND RESTRICTED USE AREAS SHALL BE STAKED.
- THE CONTRACTOR SHALL OBTAIN AN O.S.A. PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE CONSTRUCTION OF TRENCHES OR EXCAVATIONS WHICH ARE FIVE FEET OR DEEPER.
- CONTRACTOR SHALL SECURE AND PAY FOR TEMPORARY POWER AND WATER TO BE USED FOR HIS/HER MEANS AND METHOD OF CONSTRUCTION.

**GENERAL NOTES (cont):**

- CHAINS AND SWING SEATS IN THE CONTRACTOR WORK AREA SHALL BE CAREFULLY REMOVED AND STORED FOR PICK-UP BY RECREATION AND PARKS REPRESENTATIVE IF STILL ON-SITE AT THE BEGINNING OF DEMOLITION WORK.
- CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND THE PERMETER OF THE CONSTRUCTION SITE AND STAGING AREA. FENCING SHALL BE MINIMUM 10 FEET TALL AND SHALL HAVE A DUST/VISION BARRIER ALONG THE FULL LENGTH. THE DUST/VISION BARRIER SHALL EXTEND THE LENGTH OF THE CONSTRUCTION SITE. THE FENCING SHALL BE ANCHORED TO THE SURFACE AND SHALL BE ABLE TO WITHSTAND A 200-POUND HORIZONTAL POINT LOAD IN ANY DIRECTION. TEMPORARY FENCING POLES AND GATES POST SHALL BE DRIVEN INTO THE GROUND. FENCE STANDS WILL NOT BE ALLOWED. WORK AREA AND STAGING AREA SHALL BE SECURE AT ALL TIMES.
- CONSTRUCTION FENCE AS DESCRIBED ON SHEET 0201, CONSTRUCTION NOTE NO. 12, AND ABOVE, IS PART OF THE WORK AND SHALL REMAIN IN PLACE THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES OF THE PROJECT. THE DEMOLITION CONTRACTOR SHALL PROVIDE MAINTENANCE WHILE ACTIVELY ON-SITE AND FURTHER BE MAINTAINED THRU JANUARY 1, 2015 OR UNTIL THE POOL GENERAL CONTRACTOR TAKES POSSESSION OF THE SITE. THE GENERAL CONTRACTOR SHALL INHERIT RESPONSIBILITY FOR THE CONSTRUCTION FENCE INCLUDING MAINTENANCE AND REMOVAL THROUGHOUT THE CONSTRUCTION PHASE OF THE PROJECT.
- AT THE CONTRACTOR'S EXPENSE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE CITY ENGINEER WITH A COMPLETE SET OF REPRODUCIBLE "AS-BUILT" DRAWINGS OF ALL WORK PERFORMED UNDER THIS CONTRACT, AS SHOWN WITHIN THESE CONSTRUCTION DRAWINGS. THE TASK/OPERATIONS ARE COMPLETED TO THE SATISFACTION OF THE IOR. ALL FIELD CHANGES SHALL BE SHOWN IN DETAIL ON THE "AS-BUILT" DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE CITY WITH AN ELECTRONIC COPY OF THE SURVEYED AREA USING THE LATEST CAD SOFTWARE. THE CONTRACTOR SHALL BE PERFORMED BY A CA LICENSED SURVEYOR USING THE BENCHMARK AND BASIS OF BEARING INFORMATION THAT ARE FOUND WITHIN THESE CONTRACT DOCUMENTS. THE SURVEY SHALL INCLUDE THE EXACT LOCATION OF THE SHORING WALL SYSTEM.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. DURING THE COURSE OF DEMOLITION, THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS.

**GENERAL GEOTECHNICAL NOTES:**

- ALL WORK MUST BE IN COMPLIANCE WITH THE RECOMMENDATIONS INCLUDED IN THE GEOTECHNICAL REPORT(S) AND THE APPROVED GRADING PLANS AND SPECIFICATIONS.
- SITE GEOTECHNICAL INVESTIGATIONS AND REPORT WAS PREPARED BY IRVINE GEOTECHNICAL, INC., TITLED "GEOTECHNICAL ENGINEERING EXPLORATION PROPOSED POOL, PLUMP HOUSE AND PARKING LOTS 24 AND 25, SUNNYSIDE TRACT, 8600 HOOPER STREET, LOS ANGELES, CALIFORNIA," DATED AUGUST 25, 2016. RECOMMENDATION OF THE SOIL'S REPORT ARE PART OF THIS NOTE AND SHALL BE PERFORMED BY THE CONTRACTOR AS APPLICABLE.
- THE GEOTECHNICAL ENGINEER IS TO APPROVE THE KEY OR BOTTOM OF EXCAVATION AND LEAVE A CERTIFICATE ON THE SITE FOR THE BUILDING AND SAFETY INSPECTOR. THE CITY ENGINEER IS TO BE NOTIFIED BEFORE ANY GRADING BEGINS AND FOR BOTTOM INSPECTION BEFORE FILL IS PLACED. FILL MAY NOT BE PLACED WITHOUT APPROVAL OF THE CITY ENGINEER.
- GRADING OPERATIONS MUST BE CONDUCTED UNDER CONTINUOUS INSPECTIONS BY THE GEOTECHNICAL CONSULTANTS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SAFE CONSTRUCTION SITE. WHEN EXCAVATIONS EXIST ON A SITE, THE AREA SHOULD BE FENCED AND WARNING SIGNS POSTED. SOIL GENERATED BY FOUNDATION AND SUBGRADE EXCAVATIONS SHOULD BE EITHER REMOVED FROM THE SITE OR PROPERLY PLACED AS A CERTIFIED COMPACTED FILL. SOIL MUST NOT BE SPILLED OVER ANY DESCENDING SLOPE. WORKERS SHOULD NOT BE ALLOWED TO ENTER ANY UNSHORED TRENCH EXCAVATIONS OVER FIVE FEET DEEP.
- IRVINE GEOTECHNICAL REQUIRES AT LEAST A 24 HOUR NOTICE PRIOR TO ANY REQUIRED SITE VISITS. THE APPROVED PLANS AND BUILDING/GRADING PERMITS SHOULD BE ON THE JOB AND AVAILABLE TO THE PROJECT CONSULTANT.

**FILL MATERIALS AND GRADING NOTES:**

- SURFICIAL MATERIALS CONSISTING OF FILL ARE PRESENT ON THE SITE. REMEDIAL GRADING IS RECOMMENDED TO IMPROVE SITE CONDITIONS FOR SUPPORT OF AT-GRADE FOUNDATIONS, SLABS, AND PAVEMENTS.
- THE SITE SHOULD BE PREPARED TO RECEIVE COMPACTED FILL BY REMOVING ALL VEGETATION, DEBRIS, EXISTING FILL, AND DISTURBED SOILS. THE EXPOSED EXCAVATED FILL SHOULD BE OBSERVED BY THE SOILS ENGINEER PRIOR TO PLACING COMPACTED FILL.
- THE EXPOSED GRADE SHOULD BE SCARIFIED TO A DEPTH OF SIX INCHES, MOISTENED TO OPTIMUM MOISTURE CONTENT, AND RECOMPACTED TO 95 PERCENT OF THE MAXIMUM DENSITY.
- IF THE FILL IS INTENDED FOR STRUCTURAL SUPPORT OF FOUNDATIONS, THE PROPOSED BUILDING SITE SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 3 FEET BELOW THE BOTTOM OF ALL FOOTINGS. THE EXCAVATION SHALL EXTEND A MINIMUM OF FIVE FEET BEYOND THE BUILDING FOOTPRINT. OTHERWISE, THE DEPTH OF REMOVALS MAY BE LIMITED TO THE THICKNESS OF THE FILL. THE EXCAVATED AREAS SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO PLACING COMPACTED FILL.
- FILL CONSISTING OF SOIL APPROVED BY THE SOILS ENGINEER, SHALL BE PLACED IN HORIZONTAL LIFTS AND COMPACTED IN SIX INCH LAYERS WITH SUITABLE COMPACTION EQUIPMENT. THE EXCAVATED ONSITE MATERIALS ARE TO BE CONSIDERED SATISFACTORY FOR REUSE IN THE CONTROLLED FILLS. ANY IMPORTED FILL SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO USE IN FILL AREAS. ROCKS LARGER THAN SIX INCHES IN DIAMETER SHALL NOT BE USED IN THE FILL.
- THE FILL SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM LABORATORY DENSITY FOR THE MATERIAL USED, WHERE COMPRESSION SOIL (LESS THAN 15 PERCENT FINER THAN 0.005 MILLIMETERS) IS USED FOR FILL, IT SHALL BE COMPACTED TO A MINIMUM OF 95 PERCENT RELATIVE COMPACTION. THE FILL SHOULD BE PLACED AT A MOISTURE CONTENT THAT IS AT OR WITHIN 3 PERCENT OVER OPTIMUM. THE MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 1557-12 OR EQUIVALENT.
- FIELD OBSERVATION AND TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER DURING GRADING TO ASSESS THE CONTRACTOR IN OBTAINING THE REQUIRED DEGREE OF COMPACTION AND THE PROPER MOISTURE CONTENT. WHERE COMPACTION IS LESS THAN REQUIRED, ADDITIONAL COMPACTIVE EFFORT SHALL BE MADE WITH ADJUSTMENT OF THE MOISTURE CONTENT, AS NECESSARY. UNTIL 95 PERCENT COMPACTION IS OBTAINED, ONE COMPACTION TEST IS REQUIRED FOR EACH 500 CUBIC YARDS OR TWO VERTICAL FEET OF FILL PLACED.

**SHORING NOTES**

- TEMPORARY SHORING SHOULD BE DESIGNED FOR AN EQUIVALENT FLUID PRESSURE OF 30 POUNDS PER CUBIC FOOT PER THE ENCLOSED CALCULATIONS. SHORING MAY CONSIST OF CAST-IN-PLACE CONCRETE PILES WITH WOOD LAGGING. SHORING PILES SHOULD BE A MINIMUM OF 12 INCHES IN DIAMETER AND A MINIMUM OF 6 FEET INTO ALLUVIUM BELOW THE BASE OF THE EXCAVATION. PILES MAY BE ASSUMED FIXED 3 FEET INTO ALLUVIUM BELOW THE BASE OF THE EXCAVATION.
  - FOR THE VERTICAL FORCES, PILES MAY BE DESIGNED FOR A SKIN FRICTION OF 250 POUNDS PER SQUARE FOOT FOR THAT PORTION OF PILE IN CONTACT WITH THE ALLUVIUM.
  - SOLDIER PILES SHOULD BE SPACED A MAXIMUM OF 10 FEET ON CENTER.
  - THE FRICTION VALUE IS FOR THE TOTAL OF DEAD AND FREQUENTLY APPLIED LIVE LOADS AND MAY BE INCREASED BY ONE THIRD FOR SHORT DURATION LOADING, WHICH INCLUDES THE EFFECTS OF WIND OR SEISMIC FORCES. RESISTANCE TO LATERAL LOADING MAY BE PROVIDED BY PASSIVE EARTH PRESSURE WITHIN THE TERRACE BELOW THE BASE OF THE EXCAVATION.
  - PASSIVE EARTH PRESSURE MAY BE COMPUTED AS AN EQUIVALENT FLUID HAVING A DENSITY OF 250 POUNDS PER CUBIC FOOT. THE MAXIMUM ALLOWABLE EARTH PRESSURE IS 3,500 POUNDS PER SQUARE FOOT FOR DESIGN OF ISOLATED PILES. THE ALLOWABLE PASSIVE AND MAXIMUM EARTH PRESSURES MAY BE INCREASED BY 100 PERCENT. PILES SPACED MORE THAN 2X PILE DIAMETERS ON CENTER MAY BE CONSIDERED ISOLATED.
- LAGGING**
- LAGGING IS REQUIRED BETWEEN SHORING PILES. HOWEVER, DUE TO GROUND BETWEEN PILES, THE PRESSURE ON LAGGING IS LESS THAN ON THE SOLDIER PILES. THE LAGGING SHOULD BE DESIGNED FOR THE RECOMMENDED SOIL PRESSURE UP TO A MAXIMUM PRESSURE OF 400 POUNDS PER SQUARE FOOT.
  - LAGGING MAY BE PLACED IN LIFTS OF SUCH THAT NO MORE THAN 2 VERTICAL OF EARTH IS EXPOSED.
- DEAD MEN**
- RAKER BRACES AND DEAD MEN MAY BE USED TO RESTRAIN THE SHORING. A BEARING VALUE OF 0.30 MAY BE ASSUMED ALONG THE BASE OF THE FOOTING. PASSIVE PRESSURE MAY BE ASSUMED TO BE 250 PCF.
- DEFLECTION MONITORING**
- SOME DEFLECTION IS EXPECTED FOR A WELL DESIGNED AND CONSTRUCTED SHORING SYSTEM. IT IS RECOMMENDED THAT THE DEFLECTION BE LIMITED TO 1/8 INCH OR LESS. PRIOR TO CONSTRUCTION AND EXCAVATION, IT IS RECOMMENDED THAT THE EXISTING CONDITIONS ALONG THE PROPERTY LINE BE DOCUMENTED AND SURVEYED.
  - DOCUMENTATION SHOULD INCLUDE PHOTOGRAPHS AND DESCRIPTIONS OF THE OFFSITE STRUCTURES AND CONDITIONS. SURVEY MONUMENTS SHOULD BE AFFIXED TO REPRESENTATIVE STRUCTURES AND TO POINTS ALONG THE PROPERTY LINE AND OFFSITE. THE SURVEY POINTS SHOULD BE MEASURED PRIOR TO CONSTRUCTION TO FORM A BASELINE FOR DETERMINING SETTLEMENT OR DEFORMATION.
  - UPON INSTALLATION OF THE SOLDIER PILES, SURVEY MONUMENTS SHOULD BE AFFIXED TO THE TOPS OF REPRESENTATIVE PILES SO THAT DEFLECTION CAN BE MEASURED.
  - THE SHORED EXCAVATION AND OFFSITE STRUCTURES SHOULD BE VISUALLY INSPECTED EVERY DAY.
  - SURVEY MONUMENTS SHOULD BE MEASURED ONCE A MONTH DURING THE CONSTRUCTION PROCESS. SHOULD THE SURVEYS REVEAL OFFSITE DEFORMATION OR EXCESSIVE DEFLECTION OF THE SHORING SYSTEM, THE SHORING ENGINEER AND GEOTECHNICAL ENGINEER SHOULD BE NOTIFIED.
  - EXCESSIVE DEFLECTION MAY REQUIRE ADDITIONAL ANCHORS, POST-GROUTING AND RE-TENSIONING OR INTERNAL BRACING TO RESTRAIN THE SHORING SYSTEM.
  - A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING GRADING TO SEE TEMPORARY SLOPES.
  - ALL EXCAVATIONS SHOULD BE STABILIZED WITHIN 30 DAYS OF INITIAL EXCAVATION.
  - WATER SHOULD NOT BE ALLOWED TO POND ON TOP OF THE EXCAVATIONS NOR TO FLOW TOWARD THEM.
  - NO VEHICULAR SURCHARGE SHOULD BE ALLOWED WITHIN THREE FEET OF THE TOP OF THE CUT.

**BACKFILL NOTES:**

- RETAINING WALL BACKFILL SHOULD BE COMPACTED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557-12. WHERE ACCESS BETWEEN THE RETAINING WALL AND THE TEMPORARY EXCAVATION PREVENTS THE USE OF COMPACTION EQUIPMENT, RETAINING WALLS SHOULD BE BACKFILLED WITH 1/4 INCH CRUSHED GRAVEL TO WITHIN 2 FEET OF THE GROUND SURFACE.
- WHERE THE AREA BETWEEN THE WALL AND THE EXCAVATION EXCEEDS 18 INCHES, THE GRAVEL MUST BE WHEAT OR WHEEL-ROLLED, AND TESTED FOR COMPACTION. THE UPPER 2 FEET OF BACKFILL ABOVE THE GRAVEL SHOULD CONSIST OF A COMPACTED FILL BLANKET TO THE SURFACE.
- RETAINING WALL BACKFILL SHOULD BE CAPPED WITH A PAVED SURFACE DRAIN OR A CONCRETE SLAB.

**TEMPORARY EXCAVATIONS NOTE:**

- TEMPORARY EXCAVATIONS WILL BE REQUIRED TO CONSTRUCT THE PROPOSED PROJECT. THE EXCAVATIONS COULD BE UP TO 10 FEET IN DEPTH AND WILL EXPOSE FILL OVER ALLUVIUM.
- THE FILL SHOULD BE TRIMMED TO 1:1 WHERE EXPOSED IN VERTICAL EXCAVATIONS. WHERE NOT SURCHARGED BY EXISTING FOOTINGS OR STRUCTURES, THE ALLUVIUM IS CAPABLE OF MAINTAINING VERTICAL EXCAVATIONS UP TO 4 FEET. WHERE VERTICAL EXCAVATIONS IN THE ALLUVIUM EXCEED 4 FEET IN HEIGHT, THE UPPER PORTION SHOULD BE TRIMMED TO 1:1 (45 DEGREES).
- VERTICAL EXCAVATIONS REMOVING LATERAL OR VERTICAL SUPPORT FROM EXISTING FOUNDATIONS OR PROPERTY LINES WILL REQUIRE THE USE OF TEMPORARY SHORING.

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO THE RECOMMENDATIONS OF GEOTECHNICAL ENGINEERING EXPLORATION REPORT DATED AUGUST, 25 2016

SIGNATURE AND DATE:



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE PLAN SHEET.

**LEIBER ARCHITECTS LA**  
2144 Hyperion Avenue, Los Angeles, CA 90027-2008  
310-441-1111  
www.leiberarchitects.com

**BUREAU OF ENGINEERING**



**DEPARTMENT OF PUBLIC WORKS**

CITY ENGINEER  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

NO. 1005  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

NO. 1005  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

NO. 1005  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

NO. 1005  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

NO. 1005  
DATE: 10/23/17  
PROJECT: Allyn Sultan Pool Replacement Project  
DRAWN BY: TV  
CHECKED BY: YCA  
APPROVED BY: MAMMOOD NABHAZER, IAA, PRINCIPAL ARCHITECT (10/23/17)

YOUR OFFICE NO. 1620  
PROJECT NO. CD001  
SHEET 0 OF 2 SHEETS

**LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY (LADBS) GRADING DIVISION REQUIREMENTS:**

**CITY OF LOS ANGELES**

BOARD OF BUILDINGS AND SAFETY COMMISSIONERS  
 VAN AMANZUELO, PRESIDENT  
 E. FELIX BARRON, VICE PRESIDENT  
 JORLYN GRADAL-RODRIGUEZ, DEPUTY COMMISSIONER  
 JOSEPH HERRERA, DEPUTY COMMISSIONER  
 JAVIER HERRERA, DEPUTY COMMISSIONER

ERIC CARICETTI, DIRECTOR

DEPARTMENT OF BUILDINGS AND SAFETY  
 DIVISION OF GRADING  
 FRANCIS YOUNG, P.E., DIVISION CHIEF OFFICER

**SOILS REPORT APPROVAL LETTER**

October 26, 2016 LOG # 95149 SOILS/SCIENCE FILE # 2

Bureau of Engineering  
 201 N. Figueroa St. 3rd fl.  
 Los Angeles, CA 90012

TRACT: SUNNY SIDEN (P 5-119720)  
 LOT(S): 24 & 25  
 LOCATION: 8800 S. Hoover St.

CURRENT REFERENCE REPORT (LETTERS)	REPORT No.	DATE(S) OF DOCUMENT	PREPARED BY
Soils Report	160924	08/25/2016	Irvine Geotechnical
Laboratory Test Report	SL162251	08/22/2016	Soil Laboratory LLC
Overhead Document	160934	08/25/2016	Irvine Geotechnical

The Grading Division of the Department of Building and Safety has reviewed the referenced report that provides recommendations for the proposed pool, pump house and parking. According to the report, 3.5 feet of artificial fill over native soils were encountered during the exploration. The conditions recommended to support the proposed structure(s) on conventional foundations bearing on native undisturbed soils and/or a blanket of properly placed fill a minimum of 3 feet thick.

The referenced report is acceptable, provided the following conditions are complied with during site development:

(Note: Numbers in parentheses ( ) refer to applicable sections of the 2014 City of LA Building Code. PBCB numbers refer to the applicable Information Bulletin. Information Bulletins can be accessed on the internet at LADBS.INFO.)

- The geologist and soils engineer shall review and approve the detailed plans prior to issuance of any permits. This approval shall be by signature on the plans that clearly indicates the geologist and soils engineer have reviewed the plans prepared by the design engineer and that the plans include the recommendations contained in their reports. (7006.1)
- All recommendations of the report that are in addition to or more restrictive than the conditions contained herein shall be incorporated into the plans.

LOG# 95149 - AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

- Page 2  
 8800 S. Hoover St.
- A copy of the subject and appropriate referenced reports and this approval letter shall be attached to the District Office and field set of plans. Submit one copy of the above reports to the Building Department Plan Checker prior to issuance of the permit. (7006.1)
  - A grading permit shall be obtained for all structural fill and retaining wall backfill. (106.1.2)
  - All non-made fill shall be compacted to a minimum 90 percent of the maximum dry density of the fill material per the latest version of ASTM D 1557. Where calcareous soil having less than 15 percent fines than 0.0075 millimeters is used for fill, it shall be compacted to a minimum of 95 percent relative compaction based on maximum dry density (D1556). Placement of gravel in lieu of compacted fill is allowed only if complying with Section 91.7011.3 of the Code. (7011.3)
  - If import soils are used, no footings shall be poured until the soils engineer has submitted a compaction report containing in-place shear test data and settlement data to the Grading Division of the Department, and obtained approval. (7008.2)
  - Compacted fill shall extend beyond the footings a minimum distance equal to the depth of the fill below the bottom of footings or a minimum of three feet whichever is greater. (7011.3)
  - Existing unconfined fill shall not be used for support of footings, concrete slabs or new fill. (1009.2, 7011.3)
  - Drainage in conjunction with the provisions of the Code shall be maintained during and subsequent to construction. (7013.12)
  - The applicant is advised that the approval of this report does not waive the requirements for excavations contained in the State Construction Safety Orders enforced by the State Division of Industrial Safety. (3301.1)
  - The soils engineer shall review and approve the shoring and/or underpinning plans prior to issuance of the permit. (3307.3.2)
  - Prior to the issuance of the permit, the soils engineer and/or the structural engineer shall evaluate the surcharge loads used in the report calculations for the design of the retaining walls and shoring. If the surcharge loads used in the calculations do not conform to the actual surcharge loads, the soils engineer shall submit a supplementary report with revised recommendations to the Department for approval.
  - Unsurcharged temporary excavations exposing fill shall be retained back at a gradient not exceeding 1:1, as recommended.
  - Unsurcharged temporary excavations over 4 feet exposing native soil shall be retained back at a gradient not exceeding 1:1, as recommended.
  - Shoring shall be designed for a minimum EPP of 30 PCF; all surcharge loads shall be included into the design, as recommended.
  - Shoring shall be designed for a maximum lateral deflection of 1/4 inch where a structure is within a 1:1 plane projected up from the base of the excavation, and for a maximum

- Page 3  
 8800 S. Hoover St.
- lateral deflection of 1 inch provided there are no structures within a 1:1 plane projected up from the base of the excavation.
  - A shoring monitoring program shall be implemented to the satisfaction of the soils engineer.
  - All foundations shall derive entire support from native undisturbed soils, a blanket of properly placed fill a minimum of 3 feet thick, as recommended.
  - Footings supported on approved compacted fill or expansive soil shall be reinforced with a minimum of four (4) #4s diameter (94) deformed reinforcing bars. Two (2) bars shall be placed near the bottom and two (2) bars placed near the top.
  - The foundation/slab design shall satisfy all requirements of the Information Bulletin PBCB 2014-116 "Foundation Design for Expansive Soils" (1803.5.3)
  - The seismic design shall be based on a Site Class D as recommended. All other seismic design parameters shall be reviewed by LADBS building plan check.
  - The pool shall be designed for expansive soil conditions in accordance with Information Bulletin PBCB 2014-014.
  - The proposed swimming pool shall be designed for a freestanding condition. (1808.7.3)
  - Pool deck drainage shall be collected and conducted to an approved location via a non-erosive device. (7013.10)
  - All roof and pad drainage shall be conducted to the street in an acceptable manner. (7013.10)
  - All unconsolidated drainage shall be conducted in an approved device and disposed of in a manner approved by the LADBS. (7013.10)
  - Any recommendations prepared by the geologist and/or the soils engineer for correction of geological hazards found during grading shall be submitted to the Grading Division of the Department for approval prior to utilization in the field. (7008.2, 7008.3)
  - The geologist and soils engineer shall inspect all excavations to determine the conditions anticipated in the report have been encountered and to provide recommendations for the correction of hazards found during grading. (7008 & 1705.6)
  - Prior to the pouring of concrete, a representative of the consulting soils engineer shall inspect and approve the footing excavations. He/She shall post a notice on the job site for the LADBS Building Inspector and the Contractor stating that the work so inspected meets the conditions of the report, but that no concrete shall be poured until the City Building Inspector has also inspected and approved the footing excavations. A written certification to this effect shall be filed with the Grading Division of the Department upon completion of the work. (108.9 & 7008.2)
  - Prior to excavation, an initial inspection shall be called with LADBS Inspector at which time sequence of construction, shoring, protection floors and dust and traffic control will be established. (108.9.1)

- Page 4  
 8800 S. Hoover St.
- Installation of shoring, underpinning, cut retaining excavations and/or pile installation shall be performed under the inspection and approval of the soils engineer and deputy grading inspector. (1705.6)
  - Prior to the placing of compacted fill, a representative of the soils engineer shall inspect and approve the bottom excavations. He/She shall post a notice on the job site for the City Grading Inspector and the Contractor stating that the soil inspected meets the conditions of the report, but that no fill shall be placed until the LADBS Grading Inspector has also inspected and approved the bottom excavations. A written certification to this effect shall be included in the final compaction report filed with the Grading Division of the Department. All fill shall be placed under the inspection and approval of the soils engineer. A compaction report together with the approval soil report and Department approval letter shall be submitted to the Grading Division of the Department upon completion of the compaction. In addition, an Engineer's Certificate of Compliance with the legal description as indicated in the grading permit and the permit number shall be included. (7011.3)
  - No footing/slab shall be poured until the compaction report is submitted and approved by the Grading Division of the Department.
- ALAN DANG  
 Structural Engineering Associate II
- ADad  
 Log No. 95149  
 213-482-0480
- cc: Lehrer Architects, Applicant  
 Irvine Geotechnical, Project Consultant  
 LA District Office

**ATTACHMENT A**

Attachment A  
 Job Address: 8800 S. HOOPER ST, LA 90044 Permit # 16030-10000-08792  
 CITY OF LOS ANGELES

Shore Water Pollution Control Requirements for Construction Activities  
 Minimum Water Quality Protection Requirements for All Development Construction  
 Projects/Certification Statement

The following notes shall be either incorporated or attached to the approved construction/grading plans and reproduce the minimum standards of good housekeeping which must be implemented on all construction projects.

Construction means excavating, clearing, grading or excavation that results in soil disturbance. Construction includes erosion control. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility; emergency construction activities required to immediately protect public health and safety; permit work or sign permit work; "ADJUST Permit Part 3 - Disturbance"

- Eroded sediments and pollutants must be retained on site and may not be transported from the site via sheetflow, runoff, area drains, natural drainage course or wind.
- Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.
- Pails, oils, solvents and other toxic materials must be stored in accordance with their labeling and are not to be contained in the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
- Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete waste on-site until they can be appropriately disposed of or recycled.
- Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of sediment and disposal by wind.
- Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental deposits must be swept up immediately and may not be washed down by rains or by any other means.

As the project owner or authorized agent of the owner, I have read and understood the requirements listed above, necessary to control storm water pollution from sediments, erosion, and construction materials, and I certify that I will comply with these requirements.

Print Name: ERIK M. LEHRER  
 (Owner or authorized agent of the owner)

Signature: *Erik M. Lehrer* Date: 1/5/2017  
 (Owner or authorized agent of the owner)

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO RECOMMENDATIONS OF GEOTECHNICAL ENGINEERING EXPLORATION REPORT DATED AUGUST, 25 2016

SIGNATURE AND DATE: \_\_\_\_\_



**LEHRER ARCHITECTS LA**  
 2140 Figueroa St., Suite 200  
 Los Angeles, CA 90007  
 Tel: 323.464.6777 Fax: 323.464.6348 www.lehrer.com

**BUREAU OF ENGINEERING**

NO.	DESIGNER/DESCRIPTION	DATE
1	100% SCHEMATIC DESIGN	02/03/17
2	PLAN REVIEW SUBMITTAL	02/03/17
3	PERMIT SET	02/03/17
4	PERMIT SET	02/03/17

INDIAN NO. RP\_30002

**DEPARTMENT OF PUBLIC WORKS**

CITY ENGINEER	DATE
GARY LEE MOORE, P.E., ENV. EP	02/03/17

ARCHITECT: MICHAEL LEHRER, P.A.A. LIC. NO. C-2119  
 DESIGNED BY: AC  
 DRAWN BY: VV  
 CHECKED BY: VCA  
 APPROVED BY: MANUELO VARGAS, P.E., PRINCIPAL ARCHITECT (2013) (P)

**CITY OF LOS ANGELES**

CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 DESIGNER: MANUELO VARGAS, P.E., SHUL

PROJECT TITLE: SHORING SUPPORT APPROVAL LETTER, ATTACHMENT 'A'  
 PROJECT: Align Sutton Pool Replacement Project  
 ADDRESS: 8800 S HOOPER ST., LOS ANGELES, CA 90044

WORK ORDER NO.: 1603  
 PLAN FILE NO.:  
 DRAWING NO.: CD002  
 SHEET D OF SHEETS

SCALE: 1/8" = 1'-0" (SEE NOTE) DATE: 01/05/2017  
 DRAWN BY: VV  
 CHECKED BY: VCA  
 APPROVED BY: MANUELO VARGAS, P.E., SHUL



**GRADING PRE-INSPECTION REPORT:**



**City of Los Angeles  
Department of Building  
and Safety**

Version  
1

**Grading Pre-Inspection Report**

Address: **8800 S HOOVER ST**  
Council District: **B** Permit Application: **16030-10000-09380**

Work Description:  
**get only for public pool backfill and grading for the new pool.**

Inspector/Telephone: **ROBERT HUGHES, (213) 482-0403**  
Inspection District: **LA**  
Inspection Date: **01/05/2017**

Property Posted: **N/A** Posting Date: **N/A** Posting Fees Paid? **No**  
Tract: **SUNNY SIDE**  
Block: **Lot(s): 17 ARD: County Ref No: R B S-119/130**

Approved Graded Lot: <b>No</b>	Bearing Value:
Fill Over 100 Feet: <b>No</b>	Buttress Fill: <b>No</b>
Slope of Surface: <b>Ascending</b>	Natural Soil Classification: <b>1004.2: clayey silt</b>
	Cut: degrees Height: <b>It in</b>
Fill: degrees Height: <b>ft in</b>	Side Area: <b>No</b>
Natural: fill degrees Height: <b>ft in</b>	IGSS Size Per Code: <b>Unknown</b>
Sewer Available: <b>Unknown</b>	Roof Gutters: <b>No</b>
Site is Above Street	Recommended Termination of Drainage to approved location
Condition of Street for Drainage Purposes: <b>N/A</b>	Maximum Rough Grade Allowed: <b>%</b>
Driveway Grade: <b>% - N/A</b>	

**GRADING APPROVAL TO ISSUE PERMIT(S)**  
**X OX TO ISSUE. SEE BELOW FOR COMMENTS.**  
**DO NOT ISSUE UNTIL BELOW REQUIREMENTS HAVE BEEN SATISFIED.**

Page 1 of 3

- X 1. A grading permit is required for excavation and backfill.
2. A retaining wall permit is required.
3. OSHA permits required the vertical cuts 5 feet or over.
4. All footings shall be founded in undisturbed natural soil per Code.
- X 5. Design for expansive soil and/or soil a soils report to the grading division per information bulletin PIBC 2008-116 and 91.1803.8.
- X 6. In the event excavations reveal unforeseen conditions, the services of a soils engineer and/or geologic may be required.
7. reports) are required. Submit three copies (1 original and 2 copies), with appropriate flow, to the Grading Section for review and approval.
8. Incorporate all recommendations of the approved report(s) and Department letters dated into the plans, to the plan.
9. Site is subject to erosion. Comply with provisions of Section 91.701.4.3. Geological trail soils report required.
10. Buildings shall be located clear of the toe of all slopes which exceed a gradient of 3 horizontal to 1 vertical as per Section 91.1805.3.1.
11. Footings shall be set back from the downsloping slope surface exceeding 3 horizontal to 1 vertical as per Section 91.1805.3.7.
12. Swearing posts and spurs shall be cut back from descending and ascending slopes as per Section 91.1805.3.1.
13. Department approval is required for construction of .on or over slopes steeper than 2 horizontal to 1 vertical.
14. Provide complete details of engineered temporary shoring or site casting procedures on plans. Call for inspection before excavation begins.
- X 15. All environmental drainage, including roof water, shall be conducted, via gravity, to the street or an approved location at a 2% minimum. Discharge to be done on the plan.
16. A Registered Deputy Inspector is required.
- X 17. All fill or backfill shall be compacted by successive passes to a minimum 90% relative compaction as determined by ASTM method D-1557. Subdrains shall be provided where required by Code.
- X 18. Specify on the plans: "The soils engineer is to approve the lay or bottom and leave a certificate on the site for the grading inspector. The grading inspector is to be notified before any grading begins and, for bottom inspection, before fill is placed. Fill may not be placed without approval of the grading inspector."
19. Existing non-conforming slopes shall be cut back at 2:1 (30 degrees) or retained. All non-vegetated drainage, including roof water, shall be conducted, via gravity, to the street or an approved location at a 2% minimum. This note to be shown on the plans.
20. All cut or fill slopes shall be no steeper than 2:1 (26 degrees).
21. Stake and flag the property lines in accordance with a licensed survey map.
22. Approval required by the Department for .
23. Approval required by the Department of Public Works, Urban Forestry Division, for native tree removal (DSD 177.000, Phase 4 (213) 697-9077.
24. This is a preliminary pre-inspection only - base on limited information. When complete plans (and possibly calculations and/or support reports) are submitted for a permit, a new pre-inspection will be required.

Page 2 of 3

**\*\* Additional requirements: A completion report will be required for pool backfill.**  
Construction of new occupied buildings or major additions to buildings on sites located in any of the Seismic Hazard Zones (Delineation, Unstable or Slope-Prone Fault Zones) will require a geologic and/or soil engineering report. For questions call (213) 482-0400.

Page 3 of 3



**SCHEMATIC DESIGN PROJECT ISSUE DATE:**

**CITY OF LOS ANGELES**  
CLIENT: DEPARTMENT OF REGISTRATION AND PERMITS  
GENERAL MANAGER: MICHAEL A. TRULL

**WORK ORDER NO. 1803**  
**PLAN FILE NO.**

**DRAWING NO. CD004**  
**SHEET 0** OF **11** SHEETS

**CLIENT:** GARY LEE MOORE, P.E., ENV SP ARCHITECTURAL ENVIRONMENTAL  
**ARCHITECT:** MICHAEL B. LEHNER, P.M.A. LIC. NO. C11610  
**DESIGNED BY:** MC  
**DRAWN BY:** W  
**CHECKED BY:** VCA  
**APPROVED BY:** MAHMOUD KAMRIZADEH, AIA, PRINCIPAL ARCHITECT

**SHEET TITLE:** GRADING PRE-INSPECTION REPORT  
**PROJECT:** Algin station Pool Replacement Project  
**ADDRESS:** 8800 S HOOVER ST, LOS ANGELES, CA 90044

**DATE:** 02/03/17  
**REVISION DESCRIPTION:**  
1. ISSUE GRADING PERMITS  
2. PLAN CHECKS SUBMITTAL  
3. PERMIT SET  
4. PERMIT SET

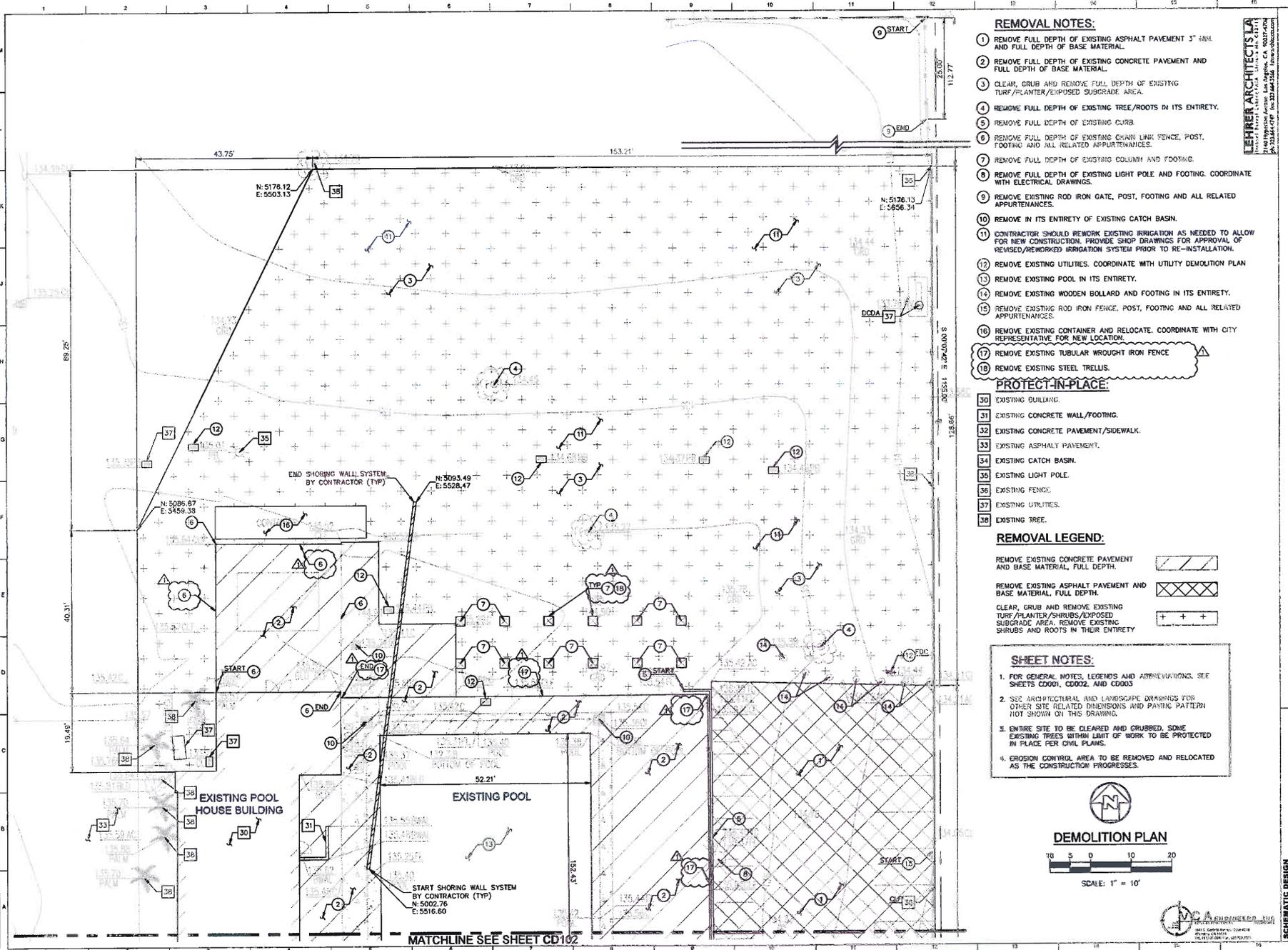
**DATE:** 02/03/17  
**BY:** MCA ENGINEERS INC  
**INDEX NO.:** RP\_30002

**LEHRER ARCHITECTS LA**  
10000 Wilshire Blvd., Suite 1010  
Beverly Hills, CA 90210  
Tel: 310.464.6707 Fax: 310.464.6566 www.lehrerarch.com

**ENGINEERING**  
CITY OF LOS ANGELES

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.  
 TILT TEMPLATE REVISION DATE: 06/06/2016 FILE PATH: R:\e\p\n  
 SHEET ISSUE DATE: 06/06/2016  
 REVISIONS:  
 1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

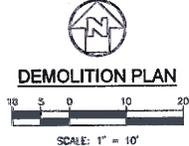


- REMOVAL NOTES:**
- REMOVE FULL DEPTH OF EXISTING ASPHALT PAVEMENT 3" MIN. AND FULL DEPTH OF BASE MATERIAL.
  - REMOVE FULL DEPTH OF EXISTING CONCRETE PAVEMENT AND FULL DEPTH OF BASE MATERIAL.
  - CLEAR, GRUB AND REMOVE FULL DEPTH OF EXISTING TURF/PLANTER/EXPOSED SUBGRADE AREA.
  - REMOVE FULL DEPTH OF EXISTING TREE/ROOTS IN ITS ENTIRETY.
  - REMOVE FULL DEPTH OF EXISTING CURB.
  - REMOVE FULL DEPTH OF EXISTING CHAIN LINK FENCE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - REMOVE FULL DEPTH OF EXISTING COLUMN AND FOOTING.
  - REMOVE FULL DEPTH OF EXISTING LIGHT POLE AND FOOTING. COORDINATE WITH ELECTRICAL DRAWINGS.
  - REMOVE EXISTING ROD IRON GATE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - REMOVE IN ITS ENTIRETY OF EXISTING CATCH BASIN.
  - CONTRACTOR SHOULD REWORK EXISTING IRRIGATION AS NEEDED TO ALLOW FOR NEW CONSTRUCTION. PROVIDE SHOP DRAWINGS FOR APPROVAL OF REVISED/REWORKED IRRIGATION SYSTEM PRIOR TO RE-INSTALLATION.
  - REMOVE EXISTING UTILITIES. COORDINATE WITH UTILITY DEMOLITION PLAN.
  - REMOVE EXISTING POOL IN ITS ENTIRETY.
  - REMOVE EXISTING WOODEN BOLLARD AND FOOTING IN ITS ENTIRETY.
  - REMOVE EXISTING ROD IRON FENCE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - REMOVE EXISTING CONTAINER AND RELOCATE. COORDINATE WITH CITY REPRESENTATIVE FOR NEW LOCATION.
  - REMOVE EXISTING STEEL TRELLIS.

- PROTECT-IN-PLACE:**
- EXISTING BUILDING.
  - EXISTING CONCRETE WALL/FOOTING.
  - EXISTING ASPHALT PAVEMENT/SIDEWALK.
  - EXISTING CONCRETE PAVEMENT.
  - EXISTING CATCH BASIN.
  - EXISTING LIGHT POLE.
  - EXISTING FENCE.
  - EXISTING UTILITIES.
  - EXISTING TREE.

- REMOVAL LEGEND:**
- REMOVE EXISTING CONCRETE PAVEMENT AND BASE MATERIAL, FULL DEPTH.
  - REMOVE EXISTING ASPHALT PAVEMENT AND BASE MATERIAL, FULL DEPTH.
  - CLEAR, GRUB AND REMOVE EXISTING TURF/PLANTER/SHRUBS/EXPOSED SUBGRADE AREA. REMOVE EXISTING SHRUBS AND ROOTS IN THEIR ENTIRETY.

- SHEET NOTES:**
- FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS CD001, CD002, AND CD003.
  - SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.
  - ENTIRE SITE TO BE CLEARED AND GRUBBED. SOME EXISTING TREES WITHIN LIMIT OF WORK TO BE PROTECTED IN PLACE PER CIVIL PLANS.
  - EROSION CONTROL AREA TO BE REMOVED AND RELOCATED AS THE CONSTRUCTION PROGRESSES.



**LEHRER ARCHITECTS, L.A.**  
 1140 Hollywood Avenue, Los Angeles, CA 90027-0706  
 PH: 310.471.4777 FAX: 310.471.5158 www.lehrer.com

**BUREAU OF ENGINEERING**  
 100% SCHEMATIC DESIGN  
 PLAN SHEET SUBMITTAL  
 DATE: 02/03/17  
 DRAWN BY: MICHAEL L. LORBER, P.E.  
 CHECKED BY: MICHAEL L. LORBER, P.E.  
 PROJECT: 8800 S HOOPER ST., LOS ANGELES, CA 90044  
 SHEET NO. 020317  
 INDEX NO. 020317  
 BUILDING NO. 30002

**DEPARTMENT OF PUBLIC WORKS**  
 CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP  
 DATE: 02/03/17  
 ARCHITECT: MICHAEL L. LORBER, P.E., U.C. NO. 02116  
 DESIGNED BY: MC  
 DRAWN BY: V  
 CHECKED BY: VCA  
 APPROVED BY: WAMMOOD-ARMSTRONG, AA, PRINCIPAL ARCHITECT 02/03/17

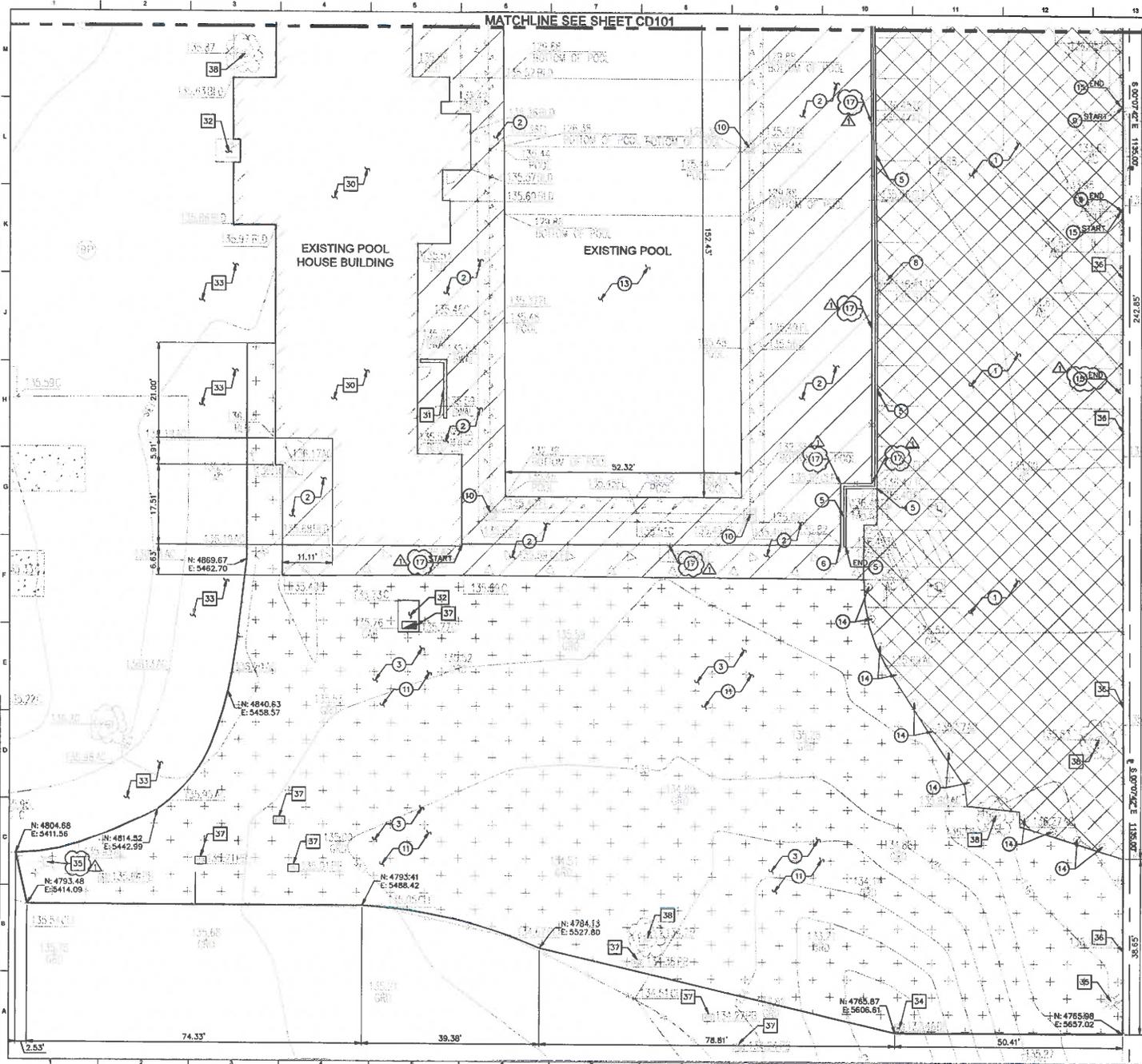
**SITY OF LOS ANGELES**  
 CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 SPECIAL INSTRUCTIONS: W/SHRUBS & SHILL  
 SHEET TITLE: DEMOLITION PLAN  
 PROJECT: Align Station Pool Replacement Project  
 ADDRESS: 8800 S HOOPER ST., LOS ANGELES, CA 90044

**SCHEMATIC DESIGN**  
 PROJECT ISSUE DATE: 1803  
 PLAN FILE NO.:  
 SHEET NO. CD:01  
 OF SHEETS: 6

**VCA ENGINEERING, INC.**  
 8415 Santa Anita Ave., Suite 418  
 North Hollywood, CA 91605  
 PH: 818.505.8800  
 FAX: 818.505.8801  
 WWW.VCAENGINEERING.COM

TITLE SHEET REVISION DATE: 06/02/16  
 SHEET ISSUE DATE: 06/02/16  
 FILE PATH: File Path

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

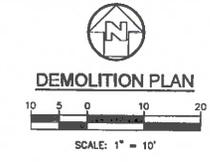


- REMOVAL NOTES:**
- 1 REMOVE FULL DEPTH OF EXISTING ASPHALT PAVEMENT 3" MIN. AND FULL DEPTH OF BASE MATERIAL
  - 2 REMOVE FULL DEPTH OF EXISTING CONCRETE PAVEMENT AND FULL DEPTH OF BASE MATERIAL
  - 3 CLEAR, GRUB AND REMOVE FULL DEPTH OF EXISTING TURF/PLANTER/EXPOSED SUBGRADE AREA.
  - 4 REMOVE FULL DEPTH OF EXISTING TREE/ROOTS IN ITS ENTIRETY.
  - 5 REMOVE FULL DEPTH OF EXISTING CURB.
  - 6 REMOVE FULL DEPTH OF EXISTING CHAIN LINK FENCE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - 7 REMOVE FULL DEPTH OF EXISTING COLUMN AND FOOTING.
  - 8 REMOVE FULL DEPTH OF EXISTING LIGHT POLE AND FOOTING. COORDINATE WITH ELECTRICAL DRAWINGS.
  - 9 REMOVE EXISTING ROD IRON GATE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - 10 REMOVE IN ITS ENTIRETY OF EXISTING CATCH BASIN.
  - 11 CONTRACTOR SHOULD REWORK EXISTING IRRIGATION AS NEEDED TO ALLOW FOR NEW CONSTRUCTION. PROVIDE SHOP DRAWINGS FOR APPROVAL OF REVISED/REWORKED IRRIGATION SYSTEM PRIOR TO RE-INSTALLATION.
  - 12 REMOVE EXISTING UTILITIES. COORDINATE WITH UTILITY DEMOLITION PLAN
  - 13 REMOVE EXISTING POOL IN ITS ENTIRETY.
  - 14 REMOVE EXISTING WOODEN BOLLARD AND FOOTING IN ITS ENTIRETY.
  - 15 REMOVE EXISTING ROD IRON FENCE, POST, FOOTING AND ALL RELATED APPURTENANCES.
  - 16 REMOVE EXISTING CONTAINER AND RELOCATE. COORDINATE WITH CITY REPRESENTATIVE FOR NEW LOCATION
  - 17 REMOVE EXISTING TUBULAR WROUGHT IRON FENCE
  - 18 REMOVE EXISTING STEEL TRELLIS.

- PROTECT-IN-PLACE:**
- 30 EXISTING BUILDING.
  - 31 EXISTING CONCRETE WALL/FOOTING.
  - 32 EXISTING CONCRETE PAVEMENT/SIDEWALK.
  - 33 EXISTING ASPHALT PAVEMENT.
  - 34 EXISTING CATCH BASIN.
  - 35 EXISTING LIGHT POLE.
  - 36 EXISTING FENCE.
  - 37 EXISTING UTILITIES.
  - 38 EXISTING TREE.

- REMOVAL LEGEND:**
- REMOVE EXISTING CONCRETE PAVEMENT AND BASE MATERIAL, FULL DEPTH.
  - REMOVE EXISTING ASPHALT PAVEMENT AND BASE MATERIAL, FULL DEPTH.
  - CLEAR, GRUB AND REMOVE EXISTING TURF/PLANTER/SHRUBS/EXPOSED SUBGRADE AREA. REMOVE EXISTING SHRUBS AND ROOTS IN ITS ENTIRETY.

- SHEET NOTES:**
1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS CD001, CD002, AND CD003
  2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.
  3. ENTIRE SITE TO BE CLEARED AND GRUBBED, SOME EXISTING TREES WITHIN LIMIT OF WORK TO BE PROTECTED IN PLACE PER CIVIL PLANS.
  4. EROSION CONTROL AREA TO BE REMOVED AND RELOCATED AS THE CONSTRUCTION PROGRESSES.



**LEHRER ARCHITECTS LA**  
 Michael Perry, License No. 02174  
 11111 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90024  
 Tel: 310.464.4747 Fax: 310.464.4344 www.lehrerarch.com

**BUREAU OF ENGINEERING**

NO.	1	2	3	4
ISSUE DESCRIPTION				
DATE	DATE	DATE	DATE	DATE
06/02/16	06/02/16	06/02/16	06/02/16	06/02/16

**DEPARTMENT OF PUBLIC WORKS**

**GARY LEE MOORE, P.E., ENV SP**  
 ARCHITECTURAL DIVISION

ARCHITECT: MICHAEL B. LEHRER, P.A. LIC. NO. 02174  
 DESIGNED BY: MC  
 DRAWN BY: TV  
 CHECKED BY: VCA  
 APPROVED BY: MAHMOOD MARZAZADEH, P.E., PRINCIPAL ARCHITECT CD16.17

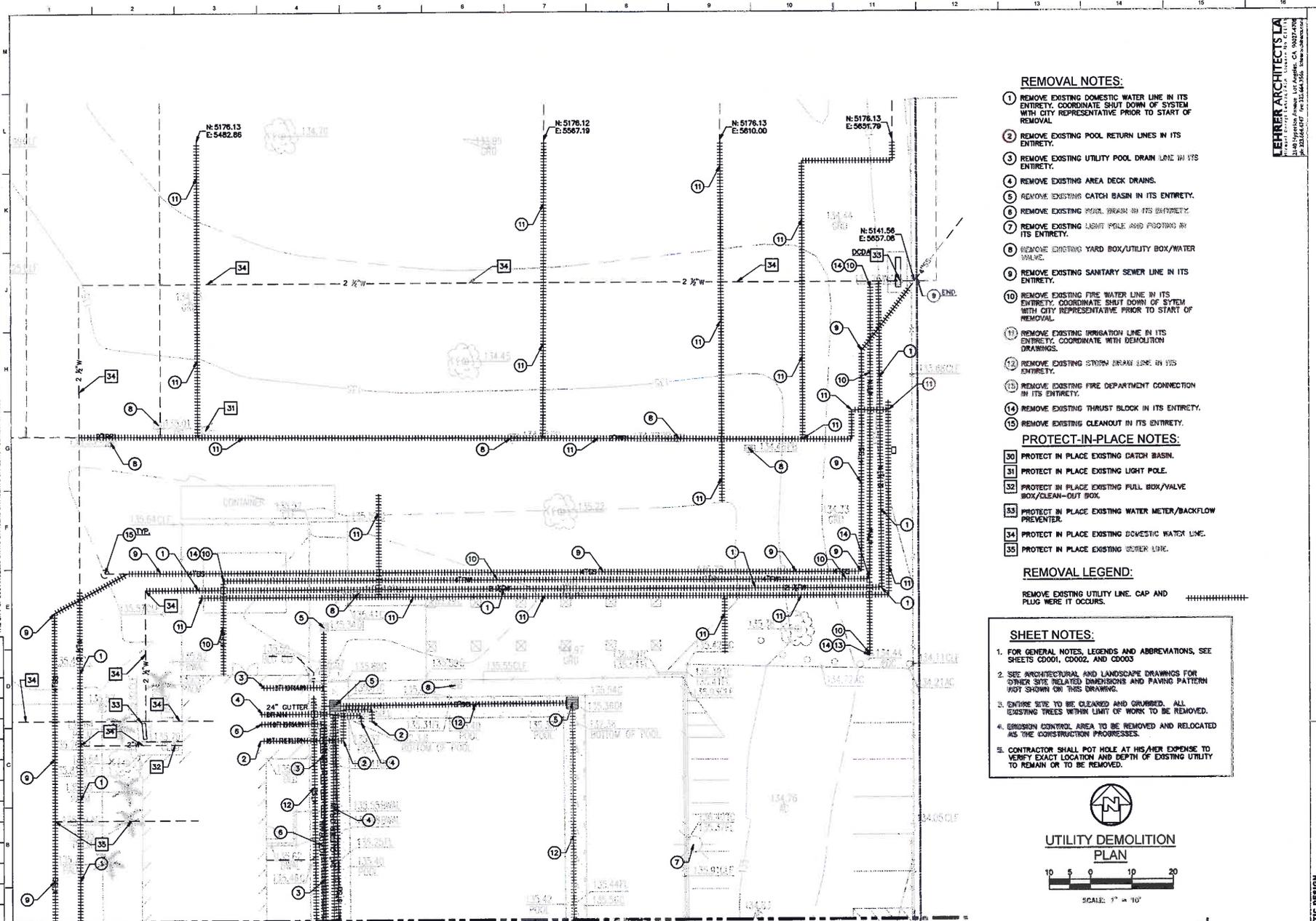
**CITY OF LOS ANGELES**

CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 LEGAL COUNSEL: MICHAEL A. SWELL

SHEET TITLE: **DEMOLITION PLAN**  
 PROJECT: Allyn Sublin Pool Replacement Project  
 ADDRESS: 8800 S HOOPER ST., LOS ANGELES, CA 90044

WORK ORDER NO. 1605  
 PLAN FILE NO.  
 DRAWING NO. **CD102**  
 SHEET 9 OF SHEETS

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



MATCHLINE SEE SHEET CD104

**REMOVAL NOTES:**

- 1 REMOVE EXISTING DOMESTIC WATER LINE IN ITS ENTIRETY. COORDINATE SHUT DOWN OF SYSTEM WITH CITY REPRESENTATIVE PRIOR TO START OF REMOVAL.
- 2 REMOVE EXISTING POOL RETURN LINES IN ITS ENTIRETY.
- 3 REMOVE EXISTING UTILITY POOL DRAIN LINE IN ITS ENTIRETY.
- 4 REMOVE EXISTING AREA DECK DRAINS.
- 5 REMOVE EXISTING CATCH BASIN IN ITS ENTIRETY.
- 6 REMOVE EXISTING POOL DRAIN IN ITS ENTIRETY.
- 7 REMOVE EXISTING LIGHT POLE AND FOOTING IN ITS ENTIRETY.
- 8 REMOVE EXISTING YARD BOX/UTILITY BOX/WATER VALVE.
- 9 REMOVE EXISTING SANITARY SEWER LINE IN ITS ENTIRETY.
- 10 REMOVE EXISTING FIRE WATER LINE IN ITS ENTIRETY. COORDINATE SHUT DOWN OF SYSTEM WITH CITY REPRESENTATIVE PRIOR TO START OF REMOVAL.
- 11 REMOVE EXISTING IRRIGATION LINE IN ITS ENTIRETY. COORDINATE WITH DEMOLITION DRAWINGS.
- 12 REMOVE EXISTING STORM DRAIN LINE IN ITS ENTIRETY.
- 13 REMOVE EXISTING FIRE DEPARTMENT CONNECTION IN ITS ENTIRETY.
- 14 REMOVE EXISTING THRUST BLOCK IN ITS ENTIRETY.
- 15 REMOVE EXISTING CLEANOUT IN ITS ENTIRETY.

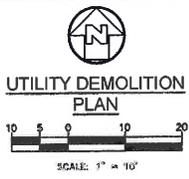
**PROTECT-IN-PLACE NOTES:**

- 30 PROTECT IN PLACE EXISTING CATCH BASIN.
- 31 PROTECT IN PLACE EXISTING LIGHT POLE.
- 32 PROTECT IN PLACE EXISTING FULL BOX/VALVE BOX/CLEAN-OUT BOX.
- 33 PROTECT IN PLACE EXISTING WATER METER/BACKFLOW PREVENTER.
- 34 PROTECT IN PLACE EXISTING DOMESTIC WATER LINE.
- 35 PROTECT IN PLACE EXISTING UTILITY LINE.

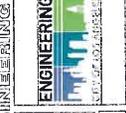
**REMOVAL LEGEND:**

REMOVE EXISTING UTILITY LINE. CAP AND PLUG WHERE IT OCCURS. +-----+

- SHEET NOTES:**
1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS CD001, CD002, AND CD003.
  2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.
  3. ENTIRE SITE TO BE CLEANED AND GRUBBED. ALL EXISTING TREES WITHIN LIMIT OF WORK TO BE REMOVED.
  4. EROSION CONTROL AREA TO BE REMOVED AND RELOCATED AS THE CONSTRUCTION PROGRESSES.
  5. CONTRACTOR SHALL POT HOLE AT HIS/HER EXPENSE TO VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITY TO REMAIN OR TO BE REMOVED.



**LEHRER ARCHITECTS LA**  
 14151 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90047  
 Tel: 310.447.1111 Fax: 310.447.1158 www.lehrer.com



REVISION DESCRIPTION		DATE	BY
1	ISSUE FOR PERMITS	10/03/17	MM
2	PLAN CHECKS COMPLETE	10/03/17	MM
3	PERMITS	10/03/17	MM
4	ISSUE	10/03/17	MM

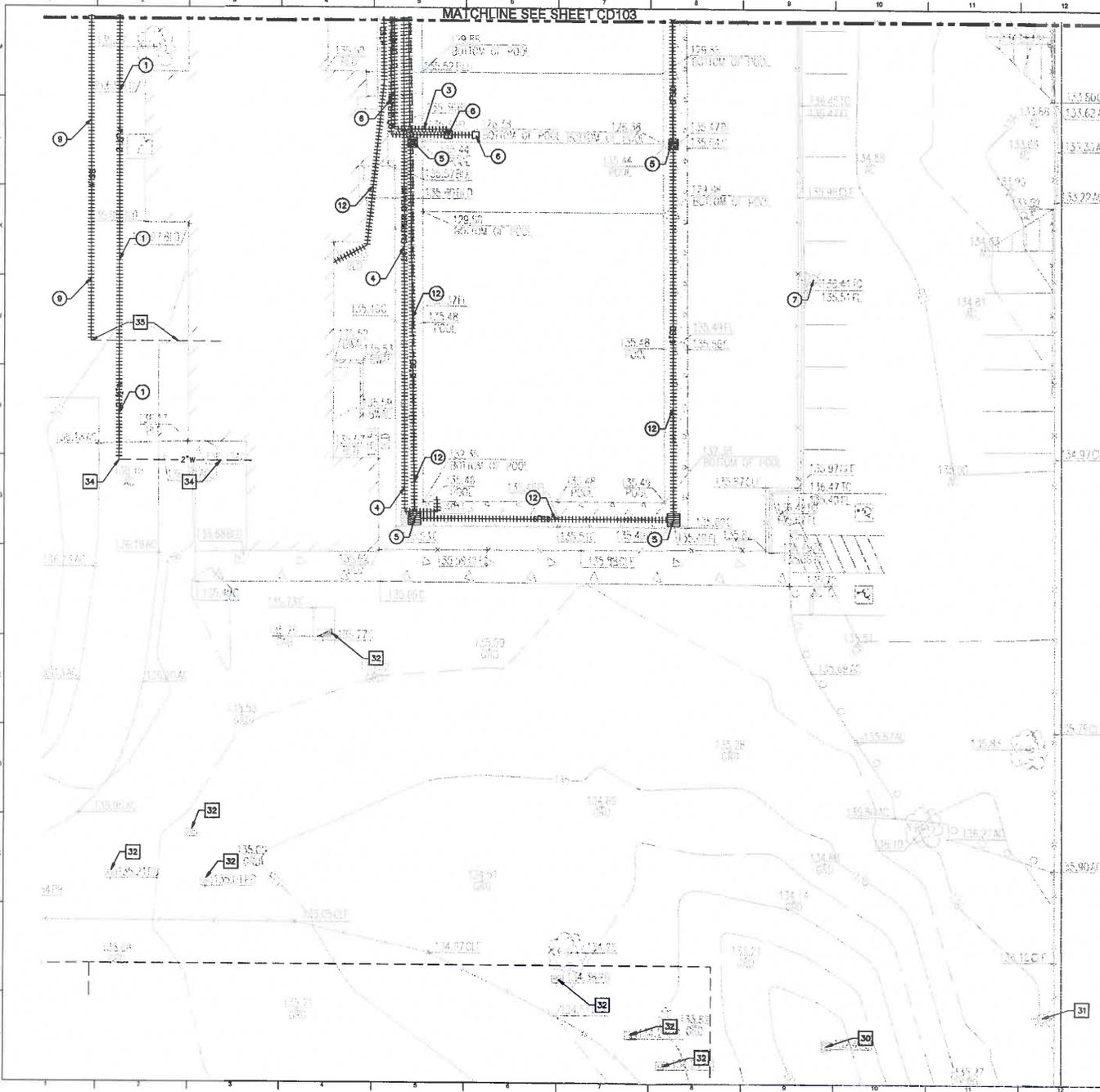


DEPARTMENT OF PUBLIC WORKS		DATE	CITY ENGINEER
ARCHITECT	MICHAEL B. LEHRER, P.E.	10/03/17	GARY LEE MOORE, P.E.
DESIGNED BY	MM	10/03/17	
CHECKED BY	YCA	10/03/17	
APPROVED BY	MAMMOOD KARIMZADEH, AIA	10/03/17	

**CITY OF LOS ANGELES**  
 CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 GENERAL MANAGER: MICHAEL A. SHILL  
 SHEET TITLE: **UTILITY DEMOLITION PLAN**  
 PROJECT: Align Sultan Pool Replacement Project  
 ADDRESS: 8800 S HOOVER ST, LOS ANGELES, CA 90044

PROJECT ISSUE DATE:  
 WORK ORDER NO: 1603  
 PLAN FILE NO:  
 DRAWING NO:  
**CD103**  
 SHEET F OF SHEETS





**REMOVAL NOTES:**

- ① REMOVE EXISTING DOMESTIC WATER LINE IN ITS ENTIRETY. COORDINATE SHUT DOWN OF SYSTEM WITH CITY REPRESENTATIVE PRIOR TO START OF REMOVAL.
- ② REMOVE EXISTING POOL RETURN LINES IN ITS ENTIRETY.
- ③ REMOVE EXISTING UTILITY POOL DRAIN LINE IN ITS ENTIRETY.
- ④ REMOVE EXISTING AREA DECK DRAINS.
- ⑤ REMOVE EXISTING CATCH BASIN IN ITS ENTIRETY.
- ⑥ REMOVE EXISTING POOL DRAIN IN ITS ENTIRETY.
- ⑦ REMOVE EXISTING LIGHT POLE AND FOOTING IN ITS ENTIRETY.
- ⑧ REMOVE EXISTING YARD BOX/UTILITY BOX/WATER VALVE.
- ⑨ REMOVE EXISTING SANITARY SEWER LINE IN ITS ENTIRETY.
- ⑩ REMOVE EXISTING FIRE WATER LINE IN ITS ENTIRETY. COORDINATE SHUT DOWN OF SYSTEM WITH CITY REPRESENTATIVE PRIOR TO START OF REMOVAL.
- ⑪ REMOVE EXISTING IRRIGATION LINE IN ITS ENTIRETY. COORDINATE WITH DEMOLITION DRAWINGS.
- ⑫ REMOVE EXISTING STORM DRAIN LINE IN ITS ENTIRETY.
- ⑬ REMOVE EXISTING FIRE DEPARTMENT CONNECTION IN ITS ENTIRETY.
- ⑭ REMOVE EXISTING THRUST BLOCK IN ITS ENTIRETY.
- ⑮ REMOVE EXISTING CLEANOUT IN ITS ENTIRETY.

**PROTECT-IN-PLACE NOTES:**

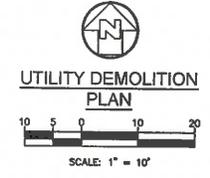
- 30 PROTECT IN PLACE EXISTING CATCH BASIN.
- 31 PROTECT IN PLACE EXISTING LIGHT POLE.
- 32 PROTECT IN PLACE EXISTING PULL BOX/VALVE BOX/CLEAN-OUT BOX.
- 33 PROTECT IN PLACE EXISTING WATER METER/BACKFLOW PREVENTER.
- 34 PROTECT IN PLACE EXISTING DOMESTIC WATER LINE.
- 35 PROTECT IN PLACE EXISTING SEWER LINE.

**REMOVAL LEGEND:**

REMOVE EXISTING UTILITY LINE. CAP AND PLUG WHERE IT OCCURS. #####

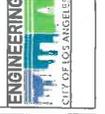
**SHEET NOTES:**

1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEETS CD001, CD002, AND CD003.
2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS AND PAVING PATTERN NOT SHOWN ON THIS DRAWING.
3. ENTIRE SITE TO BE CLEARED AND GRUBBED. ALL EXISTING TREES WITHIN LIMIT OF WORK TO BE REMOVED.
4. EROSION CONTROL AREA TO BE REMOVED AND RELOCATED AS THE CONSTRUCTION PROGRESSES.
5. CONTRACTOR SHALL POT HOLE AT HIS/HER EXPENSE TO VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITY TO REMAIN OR TO BE REMOVED.



**LEHRER ARCHITECTS LA**  
 11440 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90024  
 (310) 204-1144  
 www.lehrerarchitects.com

**BUREAU OF ENGINEERING**



NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_



NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 GARY LEE MOORE, P.E., BAV SP  
 ARCHITECTURAL DIVISION  
 ARCHITECT: MICHAEL B. LEHRER, P.E. LIC. NO. 62115  
 DESIGNED BY: MC  
 DRAWN BY: VJ  
 CHECKED BY: VCA  
 APPROVED BY: MAHMOUD MAROUZOUH, P.E. PRINCIPAL ARCHITECT (620317)

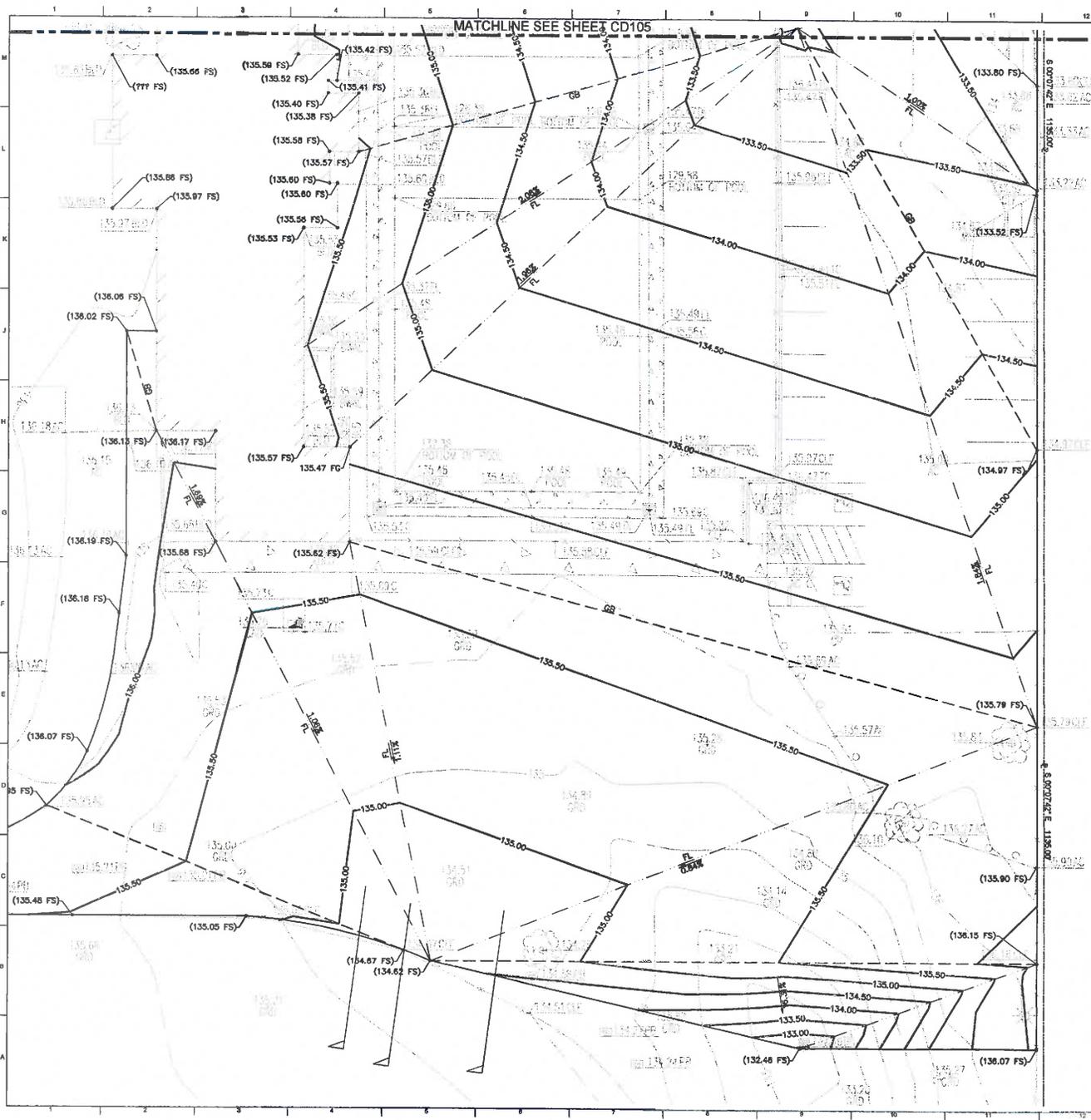
CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 GENERAL MANAGER: WENDY A. SHILL  
 SHEET TITLE: UTILITY DEMOLITION PLAN  
 PROJECT: Allyn Sutton Pool Replacement Project  
 ADDRESS: 8800 S HOOPER ST., LOS ANGELES, CA 90044  
 WORK ORDER NO.: 1803  
 PLAN FILE NO.:  
 DRAWING NO.: CD104  
 SHEET 1 OF 1 SHEETS





TITLE SHEET REVISION DATE: 09/20/2016  
 SHEET ISSUE DATE: 09/20/2016  
 FILE NAME: R19.rvt

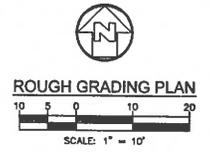
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**ESTIMATED EARTHWORK QUANTITY**  
 ESTIMATED CUT = 3990.5 CYDS.  
 ESTIMATED FILL = 1628.8 CYDS.

**NOTES:**

- ESTIMATED FILL INCLUDES THE FILL VOLUME REQUIRED TO FILL THE EXISTING POOL AREA.
- THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE FOR REFERENCE ONLY TO BE USED ONLY FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES.
- ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN ROUGH GRADES TO EXISTING GRADES IN SURVEY, WHERE THE ESTIMATED EARTHWORK VALUES CONSIDER A 10% SHRINKAGE AND SWELL FACTOR.
- THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK.
- ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ON-SITE MATERIALS ARE SUITABLE FOR BACKFILLING; HOWEVER, ACTUAL EXISTING ON-SITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL OR REPLACEMENT.
- UNLESS OTHERWISE NOTED BY THE GEOTECHNICAL ENGINEER DURING ROUGH GRADING OPERATIONS, ANY EXCESS OR ESTIMATED CUT MATERIALS SHALL BE STOCKPILED ON SITE.



- GRADING NOTES:**
- ALL GRADING SLOPES SHALL BE PLANTED AND SPRINKLERED. (7012.1)
  - STANDARD 12 INCH HIGH BERM IS REQUIRED AT TOP OF ALL GRADED SLOPES. (7013.3)
  - NO FILL TO BE PLACED, UNTIL THE CITY GRADING INSPECTOR HAS INSPECTED AND APPROVED THE BOTTOM OF EXCAVATION.
  - MAN-MADE FILL SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 90% MAX DRY DENSITY WITHIN 40 FEET BELOW FINISH GRADE AND 80% OF MAX DRY DENSITY DEEPER THAN 40 FEET BELOW FINISH GRADE, UNLESS A LOWER RELATIVE COMPACTION (NOT LESS THAN 90% OF MAX DRY DENSITY) IS JUSTIFIED BY THE SOILS ENGINEER.
  - TEMPORARY EROSION CONTROL TO BE INSTALLED BETWEEN OCTOBER 1 AND APRIL 15. OBTAIN GRADING INSPECTOR'S AND DEPARTMENT OF PUBLIC WORKS APPROVAL OF PROPOSED PROCEDURES.
  - ALL CUT OR FILL SLOPES SHALL BE NO STEEPER THAN 2:1 (26 DEGREES).
  - STAKE AND FLAG THE PROPERTY LINES IN ACCORDANCE WITH A LICENSED SURVEY MAP.

**SHEET NOTE:**

- THE SOILS ENGINEER IS TO APPROVE THE KEY OR BOTTOM AND LEAVE A CERTIFICATE ON THE SITE FOR THE GRADING INSPECTOR. THE GRADING INSPECTOR IS TO BE NOTIFIED BEFORE ANY GRADING BEGINS AND, FOR BOTTOM INSPECTION, BEFORE FILL IS PLACED. FILL MAY NOT BE PLACED WITHOUT APPROVAL OF THE GRADING INSPECTOR.

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO RECOMMENDATIONS OF GEOTECHNICAL ENGINEERING EXPLORATION REPORT DATED AUGUST, 25 2016

SIGNATURE AND DATE: \_\_\_\_\_

**FEHRER ARCHITECTS LA**  
 Michael Fehrer, Licensed Professional Engineer No. 61171  
 10000 Wilshire Blvd., Suite 1000  
 Beverly Hills, CA 90210  
 Tel: 310.454.4547 Fax: 310.454.4548 www.fehrer.com

**DEPARTMENT OF PUBLIC WORKS**

**CITY OF LOS ANGELES**

**SCHEMATIC DESIGN**

**PROJECT ISSUE DATE:** \_\_\_\_\_

**PROJECT:** Allyn South Pool Replacement Project

**ADDRESS:** 8800 S HOOVER ST, LOS ANGELES, CA 90044

**WORK ORDER NO.:** 1503

**PLAN FILE NO.:** \_\_\_\_\_

**DRAWING NO.:** CD106

**SHEET:** 10 OF 5 SHEETS

**DATE:** 09/20/16

**DESIGNED BY:** MICHAEL B. LEHNER, P.E., LIC. NO. C215

**DRAWN BY:** VV

**CHECKED BY:** VCA

**APPROVED BY:** MAHMOUD MARAZIGHI, P.E., PRINCIPAL ARCHITECT (020817)

**CITY ENGINEER:** GARY LEE MOORE, P.E., ENV. IMP. ARCHITECTURAL DIVISION

**DATE:** 09/20/16

**NO. SCHEMATIC DESIGN:** 020817

**NO. CHECKED SUBMITTAL:** 020817

**NO. PERMIT SET:** 020817

**NO. TITLE:** 020817

**INDEX NO.:** BP-30002

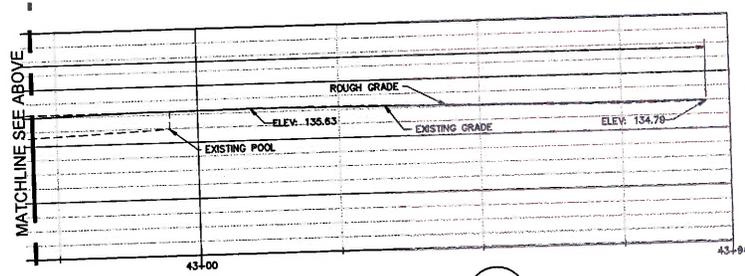
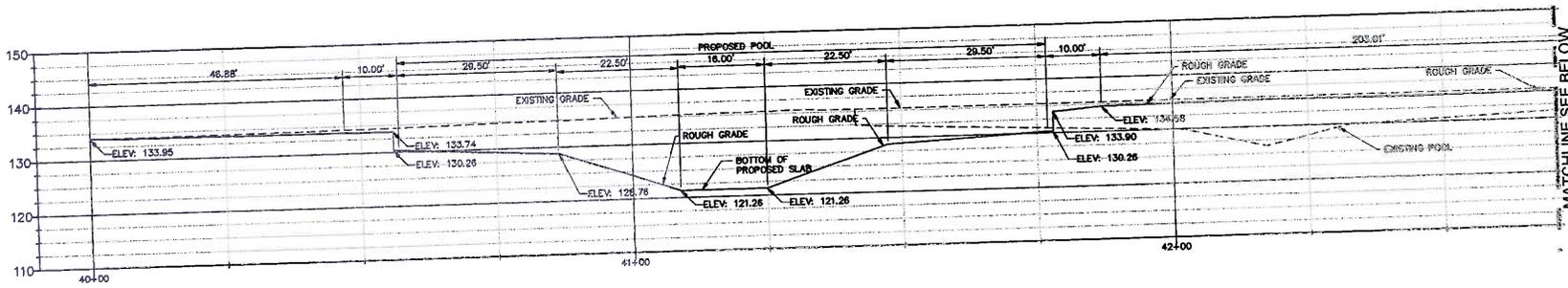
**BUILDING NO.:** \_\_\_\_\_

**ENGINEERING:** CITY OF LOS ANGELES





THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**GRADING SECTION-3**  
 SCALE HOR 1"=10' VER 1"=4'

6  
 CD105

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO  
 RECOMMENDATIONS OF GEOTECHNICAL ENGINEERING  
 EXPLORATION REPORT DATED AUGUST, 25 2018  
 SIGNATURE AND DATE: \_\_\_\_\_



**LEHRER ARCHITECT'S LA**  
 10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024-1700  
 Tel: 310.464.4247 Fax: 310.464.1246 [www.lehrerarchitect.com](http://www.lehrerarchitect.com)

<b>SCHEMATIC DESIGN</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>	
PROJECT ISSUE DATE	WORK ORDER NO.	CITY ENGINEER	
	1603	GARY LEE MOORE, P.E., ENV SP	
PROJECT	PLAN FILE NO.	DATE	DESIGNED BY
Align Suban Pool Replacement Project		08/02/18	MC
	DRAWING NO.	DESIGNED BY	DESIGNED BY
	CD109	MC	MC
	SHEET NO.	DRAWN BY	CHECKED BY
	10	VV	VVA
	SHEETS	APPROVED BY	APPROVED BY
	10	MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST	MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST
PROJECT NUMBER		PROJECT NUMBER	
1603		1603	
PROJECT NAME		PROJECT NAME	
Align Suban Pool Replacement Project		Align Suban Pool Replacement Project	
PROJECT ADDRESS		PROJECT ADDRESS	
8800 S HOOPER ST, LOS ANGELES, CA 90044		8800 S HOOPER ST, LOS ANGELES, CA 90044	
PROJECT CONTACT		PROJECT CONTACT	
MICHAEL A. SHAL		MICHAEL A. SHAL	
PROJECT PHONE		PROJECT PHONE	
310.552.8800		310.552.8800	
PROJECT FAX		PROJECT FAX	
310.552.8801		310.552.8801	
PROJECT WEBSITE		PROJECT WEBSITE	
www.mca-engineers.com		www.mca-engineers.com	
PROJECT EMAIL		PROJECT EMAIL	
mca@ca.mca-engineers.com		mca@ca.mca-engineers.com	
PROJECT STATE		PROJECT STATE	
CA		CA	
PROJECT COUNTY		PROJECT COUNTY	
LOS ANGELES		LOS ANGELES	
PROJECT CITY		PROJECT CITY	
LOS ANGELES		LOS ANGELES	
PROJECT ZIP		PROJECT ZIP	
90044		90044	
PROJECT CLIENT		PROJECT CLIENT	
CITY OF LOS ANGELES		CITY OF LOS ANGELES	
PROJECT MANAGER		PROJECT MANAGER	
MICHAEL A. SHAL		MICHAEL A. SHAL	
PROJECT ARCHITECT		PROJECT ARCHITECT	
LEHRER ARCHITECT'S LA		LEHRER ARCHITECT'S LA	
PROJECT ENGINEER		PROJECT ENGINEER	
GARY LEE MOORE, P.E., ENV SP		GARY LEE MOORE, P.E., ENV SP	
PROJECT LICENSE NUMBER		PROJECT LICENSE NUMBER	
1603		1603	
PROJECT PLAN FILE NO.		PROJECT PLAN FILE NO.	
CD109		CD109	
PROJECT SHEET NO.		PROJECT SHEET NO.	
10		10	
PROJECT SHEETS		PROJECT SHEETS	
10		10	
PROJECT DATE		PROJECT DATE	
08/02/18		08/02/18	
PROJECT SCALE		PROJECT SCALE	
1"=10'		1"=10'	
PROJECT DRAWN BY		PROJECT DRAWN BY	
VV		VV	
PROJECT CHECKED BY		PROJECT CHECKED BY	
VVA		VVA	
PROJECT APPROVED BY		PROJECT APPROVED BY	
MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST		MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST	
PROJECT INDEX NO.		PROJECT INDEX NO.	
1603		1603	
PROJECT INDEX SHEET		PROJECT INDEX SHEET	
CD109		CD109	
PROJECT INDEX SHEETS		PROJECT INDEX SHEETS	
10		10	
PROJECT INDEX DATE		PROJECT INDEX DATE	
08/02/18		08/02/18	
PROJECT INDEX SCALE		PROJECT INDEX SCALE	
1"=10'		1"=10'	
PROJECT INDEX DRAWN BY		PROJECT INDEX DRAWN BY	
VV		VV	
PROJECT INDEX CHECKED BY		PROJECT INDEX CHECKED BY	
VVA		VVA	
PROJECT INDEX APPROVED BY		PROJECT INDEX APPROVED BY	
MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST		MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST	
PROJECT INDEX INDEX NO.		PROJECT INDEX INDEX NO.	
1603		1603	
PROJECT INDEX PLAN FILE NO.		PROJECT INDEX PLAN FILE NO.	
CD109		CD109	
PROJECT INDEX SHEET NO.		PROJECT INDEX SHEET NO.	
10		10	
PROJECT INDEX SHEETS		PROJECT INDEX SHEETS	
10		10	
PROJECT INDEX DATE		PROJECT INDEX DATE	
08/02/18		08/02/18	
PROJECT INDEX SCALE		PROJECT INDEX SCALE	
1"=10'		1"=10'	
PROJECT INDEX DRAWN BY		PROJECT INDEX DRAWN BY	
VV		VV	
PROJECT INDEX CHECKED BY		PROJECT INDEX CHECKED BY	
VVA		VVA	
PROJECT INDEX APPROVED BY		PROJECT INDEX APPROVED BY	
MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST		MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST	
PROJECT INDEX INDEX NO.		PROJECT INDEX INDEX NO.	
1603		1603	
PROJECT INDEX PLAN FILE NO.		PROJECT INDEX PLAN FILE NO.	
CD109		CD109	
PROJECT INDEX SHEET NO.		PROJECT INDEX SHEET NO.	
10		10	
PROJECT INDEX SHEETS		PROJECT INDEX SHEETS	
10		10	
PROJECT INDEX DATE		PROJECT INDEX DATE	
08/02/18		08/02/18	
PROJECT INDEX SCALE		PROJECT INDEX SCALE	
1"=10'		1"=10'	
PROJECT INDEX DRAWN BY		PROJECT INDEX DRAWN BY	
VV		VV	
PROJECT INDEX CHECKED BY		PROJECT INDEX CHECKED BY	
VVA		VVA	
PROJECT INDEX APPROVED BY		PROJECT INDEX APPROVED BY	
MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST		MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST	

**LEHRER ARCHITECT'S LA**  
 10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024-1700  
 Tel: 310.464.4247 Fax: 310.464.1246 [www.lehrerarchitect.com](http://www.lehrerarchitect.com)

NO.	DATE	REVISION/DESCRIPTION
1	08/02/18	ISSUE FOR PERMIT
2	08/02/18	ISSUE FOR PERMIT
3	08/02/18	ISSUE FOR PERMIT
4	08/02/18	ISSUE FOR PERMIT
5	08/02/18	ISSUE FOR PERMIT
6	08/02/18	ISSUE FOR PERMIT
7	08/02/18	ISSUE FOR PERMIT
8	08/02/18	ISSUE FOR PERMIT
9	08/02/18	ISSUE FOR PERMIT
10	08/02/18	ISSUE FOR PERMIT
11	08/02/18	ISSUE FOR PERMIT
12	08/02/18	ISSUE FOR PERMIT
13	08/02/18	ISSUE FOR PERMIT
14	08/02/18	ISSUE FOR PERMIT
15	08/02/18	ISSUE FOR PERMIT
16	08/02/18	ISSUE FOR PERMIT

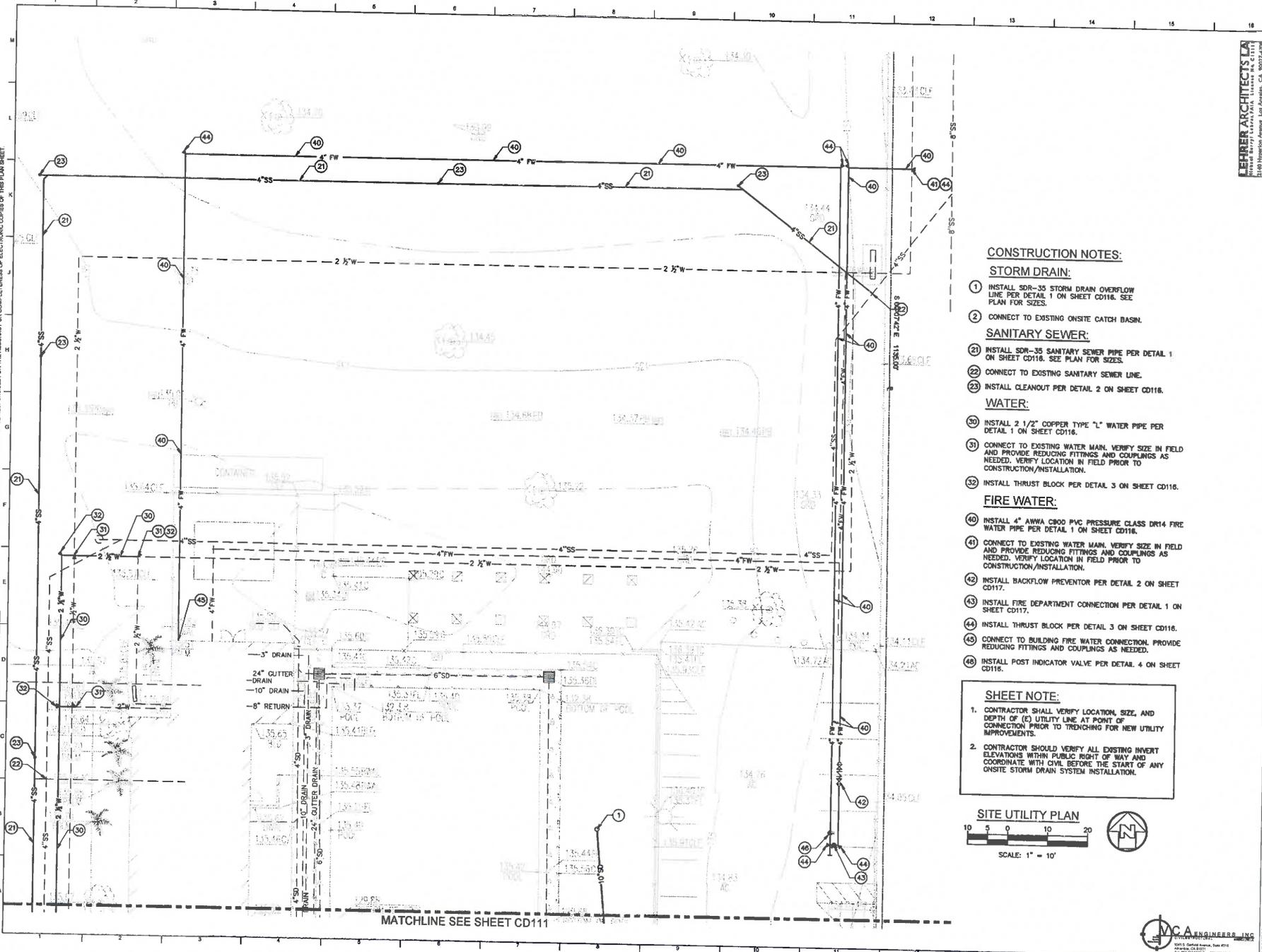


DATE	08/02/18
DESIGNED BY	MC
CHECKED BY	VVA
APPROVED BY	MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST

DATE	08/02/18
DESIGNED BY	MC
CHECKED BY	VVA
APPROVED BY	MAHMOOD KARIMZADEH, AA, PRINCIPAL ARCHITECT/CELEST

TLD TEMPLATE REVISION DATE: 06/02/2018  
 SHEET ISSUE DATE: 06/02/2018  
 FILE PATH: R:\04\04

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

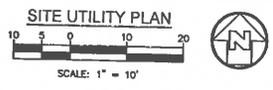


**CONSTRUCTION NOTES:**

- STORM DRAIN:**
- 1 INSTALL SDR-35 STORM DRAIN OVERFLOW LINE PER DETAIL 1 ON SHEET CD116. SEE PLAN FOR SIZES.
  - 2 CONNECT TO EXISTING ONSITE CATCH BASIN.
- SANITARY SEWER:**
- 21 INSTALL SDR-35 SANITARY SEWER PIPE PER DETAIL 1 ON SHEET CD116. SEE PLAN FOR SIZES.
  - 22 CONNECT TO EXISTING SANITARY SEWER LINE.
  - 23 INSTALL CLEANOUT PER DETAIL 2 ON SHEET CD116.
- WATER:**
- 30 INSTALL 2 1/2" COPPER TYPE "L" WATER PIPE PER DETAIL 1 ON SHEET CD116.
  - 31 CONNECT TO EXISTING WATER MAIN. VERIFY SIZE IN FIELD AND PROVIDE REDUCING FITTINGS AND COUPLINGS AS NEEDED. VERIFY LOCATION IN FIELD PRIOR TO CONSTRUCTION/INSTALLATION.
  - 32 INSTALL THRUST BLOCK PER DETAIL 3 ON SHEET CD116.
- FIRE WATER:**
- 40 INSTALL 4" ANWVA C900 PVC PRESSURE CLASS DR14 FIRE WATER PIPE PER DETAIL 1 ON SHEET CD116.
  - 41 CONNECT TO EXISTING WATER MAIN. VERIFY SIZE IN FIELD AND PROVIDE REDUCING FITTINGS AND COUPLINGS AS NEEDED. VERIFY LOCATION IN FIELD PRIOR TO CONSTRUCTION/INSTALLATION.
  - 42 INSTALL BACKFLOW PREVENTOR PER DETAIL 2 ON SHEET CD117.
  - 43 INSTALL FIRE DEPARTMENT CONNECTION PER DETAIL 1 ON SHEET CD117.
  - 44 INSTALL THRUST BLOCK PER DETAIL 3 ON SHEET CD116.
  - 45 CONNECT TO BUILDING FIRE WATER CONNECTION. PROVIDE REDUCING FITTINGS AND COUPLINGS AS NEEDED.
  - 46 INSTALL POST INDICATOR VALVE PER DETAIL 4 ON SHEET CD116.

**SHEET NOTE:**

1. CONTRACTOR SHALL VERIFY LOCATION, SIZE, AND DEPTH OF (E) UTILITY LINE AT POINT OF CONNECTION PRIOR TO TRENCHING FOR NEW UTILITY IMPROVEMENTS.
2. CONTRACTOR SHOULD VERIFY ALL EXISTING INVERT ELEVATIONS WITHIN PUBLIC RIGHT OF WAY AND COORDINATE WITH CIVIL BEFORE THE START OF ANY ONSITE STORM DRAIN SYSTEM INSTALLATION.



**LEHRER ARCHITECTS LA**  
 1140 S. GARDEN STREET, SUITE 200  
 LOS ANGELES, CA 90044  
 TEL: 213.467.6277 FAX: 213.467.6284  
 WWW.LEHRERARCHITECTS.COM

**BUREAU OF ENGINEERING**

NO.	DATE	DESCRIPTION
1	10/01/2018	100% SCHEMATIC DESIGN
2	02/02/19	PLAN CHECK SUBMITTAL
3	02/02/19	ISSUE FOR BIDDING
4	02/02/19	BID SET

INDEX NO. RP-200002

**DEPARTMENT OF PUBLIC WORKS**

CITY ENGINEER	DATE
GARY LEE MOORE, P.E., ENV. ENR. <td>02/03/17</td>	02/03/17
ARCHITECTURAL DIVISION	DATE
ARCHITECT: MICHAEL B. LEHRER, P.E., LIC. NO. 01115	02/03/17
DESIGNED BY: MC	02/03/17
DRAWN BY: W	02/03/17
CHECKED BY: VCA	02/03/17
APPROVED BY: MAHMOUD KAMARABDELA, AIA, PRINCIPAL, ARCHITECT	02/03/17

**CITY OF LOS ANGELES**

CLIENT: DEPARTMENT OF RECREATION AND PARKS	WORK ORDER NO.:
GENERAL MANAGER: MICHAEL S. SHULL	1600
SHEET TITLE:	PLAN FILE NO.:
UTILITY PLAN	
PROJECT:	DRAWINGS NO.:
Align Station Pool Replacement Project	CD110
ADDRESS:	SHEET
8600 S HOOVER ST, LOS ANGELES, CA 90044	0 OF 0 SHEETS

**MCA ENGINEERS INC.**  
 3015 S. GARDEN STREET, SUITE 200  
 LOS ANGELES, CA 90044  
 TEL: 213.467.6277 FAX: 213.467.6284  
 WWW.MCAENGINEERS.COM

PL0700-09/0014





THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

**CONSTRUCTION NOTES:**

1. INSTALL GRAVEL BAGS UNTIL THE COMPLETION OF THE SITE CONSTRUCTION. REFER TO DETAIL 2 ON SHEET CD113.
2. CATCH BASIN / INLET PROTECTION PER DETAIL 12 ON SHEET CD114.
3. STABILIZED CONSTRUCTION ENTRANCE/EXIT PER DETAIL 4 ON SHEET CD111 AND DETAIL 11 ON SHEET CD112.
4. SILT FENCE PER DETAIL 5 ON SHEET CD113. INSTALL SILT FENCE ON TEMPORARY CONSTRUCTION FENCE.
5. PROPOSED AREA FOR EQUIPMENT STAGING. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CPM.
6. PROPOSED AREA FOR FUELING/OILING. CONTRACTOR TO VERIFY ACTUAL AREA NEEDED AND COORDINATE WITH THE CPM. (NS-9), (NS-10) AND DETAIL 9 ON SHEET CD114.
7. PROPOSED AREA FOR LOADING. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CPM.
8. TRUCK TRAVEL ROUTE.
9. PROPOSED AREA FOR TEMPORARY TOILETS. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CPM.
10. TIRE WASH PER DETAIL 8 ON SHEET CD114.
11. TEMPORARY FENCING. FENCING SHALL BE MINIMUM 8 FEET TALL AND SHALL HAVE A DUST/VISION BARRIER ALONG THE FULL LENGTH. THE DUST/VISION BARRIER SHALL EXTEND THE LENGTH OF THE CONSTRUCTION SITE. THE FENCING SHALL BE ANCHORED TO THE SURFACE AND SHALL BE ABLE TO WITHSTAND A 200-POUND HORIZONTAL POINT LOAD IN ANY DIRECTION. TEMPORARY FENCING POLES AND GATES POST SHALL BE DRIVEN INTO THE GROUND. FENCE STANDS WILL NOT BE ALLOWED. WORK AREA AND STAGING AREA SHALL BE SECURE AT ALL TIMES. THE FENCE SHALL BE LEFT IN PLACE FOR FUTURE USE BY THE GENERAL CONTRACTOR THAT WILL BUILD THE REPLACEMENT POOL.

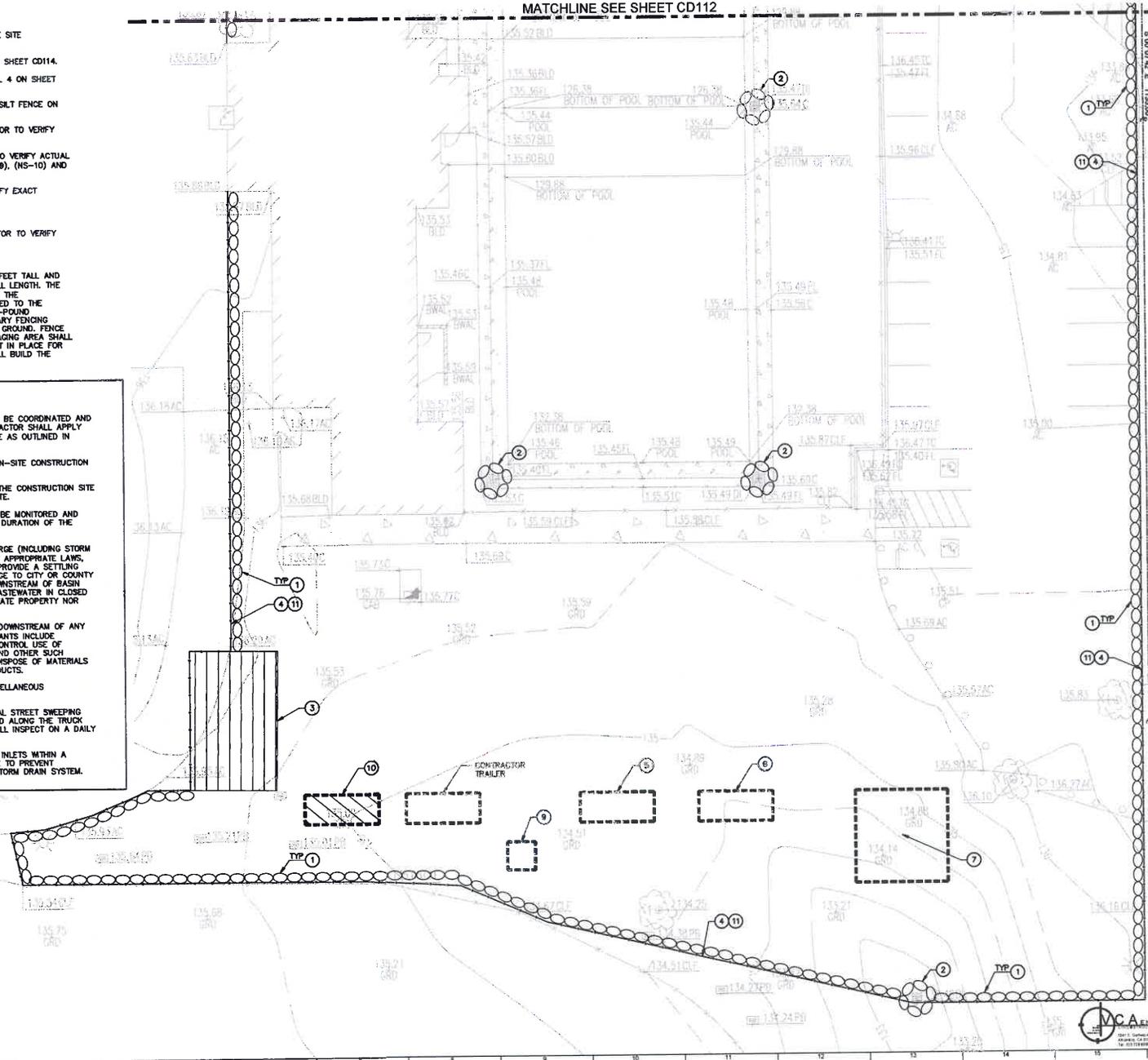
**SHEET NOTES:**

1. LOCATION FOR ANY DESIGNATED STOCKPILES SHALL BE COORDINATED AND DETERMINED BY THE CONTRACTOR ON-SITE. CONTRACTOR SHALL APPLY ALL APPLICABLE BMP'S TO PROTECT THE STOCKPILE AS OUTLINED IN DETAIL 7 ON SHEET CD113.
2. INSTALL 2" OF TEMPORARY CAB GRAVEL ON ALL ON-SITE CONSTRUCTION ROADWAYS TO STABILIZED AND CONTROL EROSION.
3. CONTRACTOR SHALL FROM TIME TO TIME MONITOR THE CONSTRUCTION SITE TO CLEAN AND SWEEP MATERIALS TRACKED OFF SITE.
4. ALL BMP'S, SAND BAGS, SILT FENCES ETC., SHALL BE MONITORED AND MAINTAINED BY THE CONTRACTOR FOR THE ENTIRE DURATION OF THE CONTRACT.
5. CONTRACTOR SHALL MONITOR WASTEWATER DISCHARGE (INCLUDING STORM RUNOFF) TO ENSURE IT MEETS STANDARDS SET BY APPROPRIATE LAWS, CODES, REGULATIONS, ORDINANCES AND PERMITS. PROVIDE A SETTLING BASIN AND OIL SEPARATOR PRIOR TO ITS DISCHARGE TO CITY OR COUNTY SEWERS. PROVIDE A WATER SAMPLING STATION DOWNSTREAM OF BASIN FOR MONITORING OF WASTE WATER. DISPOSE OF WASTEWATER IN CLOSED CONDUITS SO AS NOT TO DAMAGE PUBLIC OR PRIVATE PROPERTY NOR CREATE A NUISANCE OR HEALTH HAZARD.
6. CONTRACTOR SHALL NOT DISCHARGE POLLUTANTS DOWNSTREAM OF ANY SETTLING BASIN/OIL SEPARATOR(S). THESE POLLUTANTS INCLUDE LUBRICANTS, FUELS, CHEMICALS, AND BITUMENS. CONTROL USE OF LUBRICATING OILS, HYDRAULIC FLUIDS, GREASES, AND OTHER SUCH PRODUCTS. PROMPTLY CLEAN UP AND PROPERLY DISPOSE OF MATERIALS CONTAMINATED BY SPILLAGE OR LEAKAGE OF PRODUCTS.
7. FOR EROSION CONTROL, GENERAL NOTES, AND MISCELLANEOUS REQUIREMENTS. SEE DETAIL 1 ON SHEET CD113.
8. CONTRACTOR SHALL PROVIDE WEEKLY PROFESSIONAL STREET SWEEPING SERVICES ON LINDBROOK DRIVE, HILGARD AVE., AND ALONG THE TRUCK ROUTE TO THE NEAREST BLOCK. CONTRACTOR SHALL INSPECT ON A DAILY BASIS IMMEDIATE ACCESS ROADS.
9. CONTRACTOR SHALL PROTECT ALL EXISTING DRAIN INLETS WITHIN A 500-FOOT RADIUS FROM THE CENTER OF THE SITE TO PREVENT NON-STORMWATER RUNOFF FROM ENTERING THE STORM DRAIN SYSTEM.

**EROSION CONTROL PLAN**



MATCHLINE SEE SHEET CD112



**BEHRER ARCHITECTS LA**  
 1100 Newport Avenue, Los Angeles, CA 90045  
 Tel: 213.697.1100 Fax: 213.697.1101  
 www.bheer.com

REVISION		DATE	BY
1	TOTAL SCHEMATIC DESIGN		
2	CONTRACTOR SUBMITTAL		
3	PERMITS		
4	BID SET		

INDEX NO. RP\_00002



**GARY LEE MOORE, P.E., ENV. 288**  
 ARCHITECTURAL DIVISION  
 ARCHITECT: MICHAEL S. LEMBER, P.A.  
 DESIGNED BY: MC  
 DRAWN BY: W  
 CHECKED BY: VCA  
 APPROVED BY: MAHMOUD MARINZAKHER, AIA, PRINCIPAL ARCHITECT

**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 SCHEMATIC DESIGN  
 PROJECT ISSUE DATE: 06/06/2018  
 WORK ORDER NO: 1803  
 PLAN FILE NO:  
 DRAWING NO: **CD113**  
 SHEET 10 OF 10 SHEETS



**GENERAL NOTES:**

- IN CASE OF EMERGENCY, CALL 911.
- A STAND-BY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (NOVEMBER 1 TO APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EMERGENCY DEVICES WHEN RAIN IS IMMINENT.
- EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE BUILDING OFFICIAL IF THE GRADING OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
- GRADED AREAS ADJACENT TO FILL SLOPES LOCATED AT THE SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY. ALL LOOSE SOILS AND DEBRIS THAT MAY CREATE A POTENTIAL HAZARD TO OFF-SITE PROPERTY SHALL BE STABILIZED OR REMOVED FROM THE SITE ON A DAILY BASIS.
- ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINSTORM AND BE DISPOSED OF PROPERLY.
- A GUARD SHALL BE POSTED ON SITE WHEREVER THE DEPTH OF WATER IN ANY DEVICE EXCEEDS TWO FEET. THE DEVICE SHALL BE DRAINED OR PUMPED DRY WITHIN 24 HOURS AFTER EACH RAINSTORM. PUMPING AND DRAINING OF ALL BASINS AND DRAINAGE DEVICES MUST COMPLY WITH THE APPROPRIATE BMP FOR Dewatering OPERATIONS.
- THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE OSP. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
- DESILTING BASINS MAY NOT BE REMOVED OR MADE INOPERABLE BETWEEN NOVEMBER 1 AND APRIL 15 OF THE FOLLOWING YEAR WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL.
- STORM WATER POLLUTION AND EROSION CONTROL DEVICES ARE TO BE MODIFIED, AS NEEDED, AS THE PROJECT PROGRESSES. THE DESIGN AND PLACEMENT OF THESE DEVICES IS THE RESPONSIBILITY OF THE FIELD ENGINEER. PLANS REPRESENTING CHANGES MUST BE SUBMITTED FOR APPROVAL IF REQUESTED BY THE BUILDING OFFICIAL.
- EVERY EFFORT MUST BE MADE TO ELIMINATE THE DISCHARGE OF NONSTORM WATER FROM THE PROJECT SITE AT ALL TIMES.
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTINGS AND ARE NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASTED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- DEVELOPERS/CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES AND BMPs ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE BUILDING OFFICIAL (COPIES OF SELF-INSPECTION CHECKLIST AND INSPECTION LOGS ARE AVAILABLE UPON REQUEST). AT HIS/HER EXPENSE, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A QUALIFIED SWPPP PRACTITIONER FOR THE DURATION OF THE PROJECT.
- TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENuded OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- AS THE ENGINEER OF RECORD, I HAVE SELECTED APPROPRIATE BMPs TO EFFECTIVELY MINIMIZE THE NEGATIVE IMPACTS OF THIS PROJECT'S CONSTRUCTION ACTIVITIES ON STORM WATER QUALITY. THE PROJECT OWNER AND CONTRACTOR ARE AWARE THAT THE SELECTED BMPs MUST BE INSTALLED, MONITORED, AND MAINTAINED TO ENSURE THEIR EFFECTIVENESS. CONSTRUCTION NOT SELECTED FOR IMPLEMENTATION ARE REDUNDANT OR DEEMED NOT APPLICABLE TO THE PROPOSED CONSTRUCTION QUALITY.
- THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE "CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK" JANUARY 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY THE PROJECT ENGINEER OR THE BUILDING OFFICIAL).

**EROSION CONTROL**

- EC1 - SCHEDULING
- EC2 - PRESERVATION OF EXISTING VEGETATION
- EC3 - HYDRAULIC MULCH
- EC4 - HYDROSEEDING
- EC5 - SOIL BINDERS
- EC6 - STRAW MULCH
- EC7 - GEOTEXTILES AND MATS
- EC8 - WOOD MULCHING
- EC9 - EARTH DIKES AND DRAINAGE SWALES
- EC10 - VELOCITY DISSIPATION DEVICES
- EC11 - SLOPE DRAINS
- EC12 - STREAMBANK STABILIZATION
- EC13 - POLYACRYLAMIDE

**NON-STORMWATER MANAGEMENT**

- NS1 - WATER CONSERVATION PRACTICES
- NS2 - DEWATERING OPERATIONS
- NS3 - PAVING AND GRINDING OPERATIONS
- NS4 - TEMPORARY STREAM CROSSING
- NS5 - CLEARWATER DIVERSION
- NS6 - ILLICIT CONNECTION/DISCHARGE
- NS7 - POTABLE WATER IRRIGATION
- NS8 - VEHICLE AND EQUIPMENT CLEANING
- NS9 - VEHICLE AND EQUIPMENT FUELING
- NS10 - VEHICLE AND EQUIPMENT MAINTENANCE
- NS11 - PILE DRIVING OPERATIONS
- NS12 - CONCRETE CURING
- NS13 - CONCRETE FINISHING
- NS14 - MATERIAL AND EQUIPMENT USE
- NS15 - DEMOLITION ADJACENT TO WATER
- NS16 - TEMPORARY BATCH PLANTS

**WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL**

- WM1 - MATERIAL DELIVERY AND STORAGE
- WM2 - MATERIAL USE
- WM3 - STOCKPILE MANAGEMENT
- WM4 - SPILL PREVENTION AND CONTROL
- WM5 - SOLID WASTE MANAGEMENT
- WM6 - HAZARDOUS WASTE MANAGEMENT
- WM7 - CONTAMINATION SOIL MANAGEMENT
- WM8 - CONCRETE WASTE MANAGEMENT
- WM9 - SANITARY/SEPTIC WASTE MANAGEMENT
- WM10 - LIQUID WASTE MANAGEMENT

**TEMPORARY SEDIMENT CONTROL**

- SE1 - SILT FENCE
- SE2 - SEDIMENT BASIN
- SE3 - SEDIMENT TRAP
- SE4 - CHECK DAM
- SE5 - FIBER ROLLS
- SE6 - GRAVEL BAG BERM
- SE7 - STREET SWEEPING AND VACUUMING
- SE8 - GRAVEL BAG BARRIER
- SE9 - STRAW BALE BARRIER
- SE10 - STORM DRAIN INLET PROTECTION

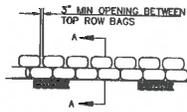
**WIND EROSION CONTROL**

- WE1 - WIND EROSION CONTROL

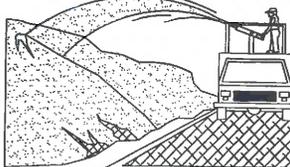
**EQUIPMENT TRACKING CONTROL**

- TC1 - STABILIZED CONSTRUCTION ENTRANCE EXIT
- TC2 - STABILIZED CONSTRUCTION ROADWAY
- TC3 - ENTRANCE/OUTLET TIRE WASH

**1 GENERAL NOTES**



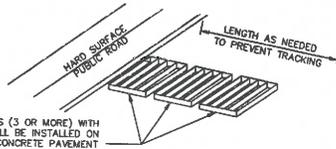
**2 GRAVEL BAG DETAIL NOT TO SCALE**



**NOTES:**

- SOL/SLOPE STABILIZATION PRACTICES SHALL BE DESIGNED TO PRESERVE EXISTING VEGETATION WHERE FEASIBLE AND TO REVEGETATE OPEN AREAS AS SOON AS FEASIBLE AFTER GRADING. THESE CONTROL PRACTICES SHALL INCLUDE TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, SOIL STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, OR OTHER SOLI STABILIZATION PRACTICES.
- SOL STABILIZATION SHALL BE IMPLEMENTED ON ALL INACTIVE DISTURBED AREAS FROM NOVEMBER 1 THRU APRIL 15 AND ON ALL DISTURBED AREAS DURING A RAIN EVENT OR POTENTIAL RAIN.
- STABILIZATION PRACTICES SHALL CONTROL/PREVENT EROSION FROM THE FORCES OF WIND AND WATER.
- STABILIZATION PRACTICES SHALL BE IMPLEMENTED IN CONJUNCTION WITH SEDIMENT TRAPPING/FILTERING PRACTICES AND PRACTICES TO REDUCE THE TRACKING OF SEDIMENT ONTO PAVED ROADS.
- WHEN USING STRAW MULCHING, THE MINIMUM APPLICATION SHALL BE 2 TONS/ACRE. MULCH MUST BE ANCHORED IMMEDIATELY TO MINIMIZE LOSS BY WIND OR WATER.
- WHEN USING HYDROSEEDING/MULCHING, THE MINIMUM APPLICATION OF WOOD FIBER SHALL BE 1,500 LBS/ACRE, THAT DOES NOT CONTAIN MORE THAN 50 PERCENT NEWSPRINT.
- FOR SEEDING RECOMMENDATIONS, USDA, NATURAL RESOURCES CONSERVATION SERVICE.

**3 EROSION CONTROL**



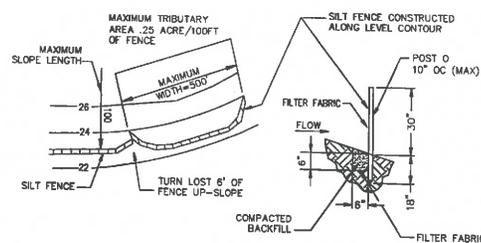
**NOTES:**

- SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
- STABILIZED CONSTRUCTION ENTRANCE SHALL BE:
  - A. LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
  - B. A SERIES OF STEEL PLATES WITH "RUMBLE STRIPS" AND/OR MIN. 4" COARSE AGGREGATE WITH LENGTH, WIDTH & THICKNESS AS NEEDED TO ADEQUATELY PREVENT ANY TRACKING ONTO PAVED SURFACES.
- ADDING A WASH RACK WITH A SEDIMENT TRAP LARGE ENOUGH TO COLLECT ALL WASH WATER CAN GREATLY IMPROVE EFFICIENCY.
- ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE SITES.

**STREET MAINTENANCE**

- REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
- SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
- PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM.

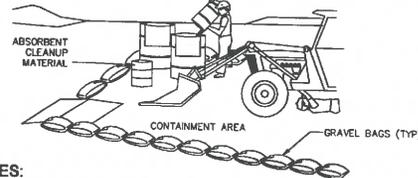
**4 STABILIZED CONSTRUCTION ENTRANCE / EXIT**



**NOTES:**

- CONSTRUCT THE SILT FENCE ALONG A LEVEL CONTOUR.
- SILT FENCES SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
- PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOE OF SLOPE OR OTHER OBSTRUCTIONS. ABOUT 1200 SQ. FT. OF PONDING AREA SHALL BE PROVIDED FOR EVERY ACRE DRAINING TO THE FENCE.
- TURN THE ENDS OF THE FILTER FENCE UPHILL TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.
- LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWNSLOPE FROM THE FENCE.
- DO NOT PLACE IN LIVE STREAM OR INTERMITTENTLY FLOWING CHANNELS.
- WHEN STANDARD FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG. THE WIRES OR HOG RINGS.

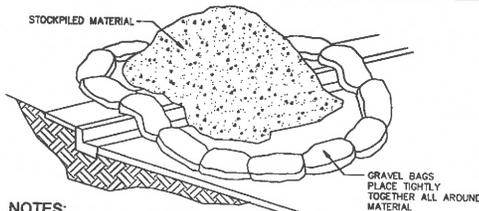
**5 SILT FENCE**



**NOTES:**

- LEAKING VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON-SITE. EQUIPMENT AND VEHICLES SHALL BE INSPECTED FREQUENTLY FOR LEAKS AND SHALL BE REPAIRED IMMEDIATELY. CLEAN UP SPILLS AND LEAKS PROMPTLY WITH ABSORBENT; DO NOT FLUSH WITH WATER.
- VEHICLES AND EQUIPMENT SHALL BE MAINTAINED AND REPAIRED ON-SITE ONLY IN DESIGNATED AREAS. PREVENT RUN-ON AND RUN-OFF FROM DESIGNATED AREAS. CONSTRUCTION DEVICES SHALL BE PROVIDED AND AREAS SHALL BE COVERED IF NECESSARY.
- DESIGNATE ON-SITE VEHICLE AND EQUIPMENT MAINTENANCE AREAS, AWAY FROM STORM DRAIN INLETS AND WATERCOURSES.
- ALWAYS USE SECONDARY CONTAINMENT, SUCH AS A DRAIN PAN OR DROP CLOTH, TO CATCH SPILLS AND LEAKS WHEN REMOVING OR CHANGING FLUIDS.
- LEGALLY DISPOSE OF USED OILS, FLUIDS, AND LUBRICANTS.
- PROVIDE SPILL CONTAINMENT DIKES OR SECONDARY CONTAINMENT AROUND STORED OIL, FUEL, AND CHEMICAL DRUMS.
- MAINTAIN AN ADEQUATE SUPPLY OF ABSORBENT SPILL CLEANUP MATERIALS IN DESIGNATED AREA.

**6 EQUIPMENT REPAIR/MAINTENANCE**



**NOTES:**

- DIRT AND OTHER CONSTRUCTION RELATED MATERIALS PLACED IN THE STREET OR ON OTHER IMPERVIOUS SURFACES MUST BE CONTAINED WITH SANDBAGS OR OTHER MEASURES TO PREVENT TRANSPORT TO THE STORMDRAIN SYSTEM.
- ANY CONSTRUCTION MATERIAL STORED OR STOCKPILED ON-SITE SHALL BE PROTECTED FROM BEING TRANSPORTED BY THE FORCE OF WIND OR WATER.

**7 MATERIAL STORAGE NOT TO SCALE**

**LEHRER ARCHITECTS, L.A.**  
 2140 Hyperion Avenue, Los Angeles, CA 90027-1208  
 PH: 323.866.0700 FAX: 323.866.1556 www.lehrerarch.com

**BUREAU OF ENGINEERING**

NO.	DATE	REVISION DESCRIPTION
1	02/03/17	ISSUE FOR PERMIT
2	02/03/17	PERMIT SET
3	02/03/17	ISSUE SET
4	02/03/17	ISSUE SET

NO.	DATE	REVISION DESCRIPTION
1	02/03/17	ISSUE FOR PERMIT
2	02/03/17	PERMIT SET
3	02/03/17	ISSUE SET
4	02/03/17	ISSUE SET



**DEPARTMENT OF PUBLIC WORKS**  
**CITY ENGINEER**  
 GARY LEE MOORE, P.E., ENV. MP  
 ARCHITECT: MICHAEL LEHRER, F.A.S.  
 DESIGNED BY: NC  
 DRAWN BY: VY  
 CHECKED BY: VCA  
 APPROVED BY: MAHMOUD KHAMZANEN, VAA, PRINCIPAL ARCHITECT

**EROSION CONTROL DETAILS**  
 Project: Algin Station Post Replacement Project  
 ADDRESS: 8600 S HOOPER ST., LOS ANGELES, CA 90044

**CITY OF LOS ANGELES**  
 CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 PROJECT: STATION REPLACEMENT PROJECT  
 SHEET NO. 1903  
 SHEETS 0 SHEETS

NO.	DATE	REVISION DESCRIPTION
1	02/03/17	ISSUE FOR PERMIT
2	02/03/17	PERMIT SET
3	02/03/17	ISSUE SET
4	02/03/17	ISSUE SET

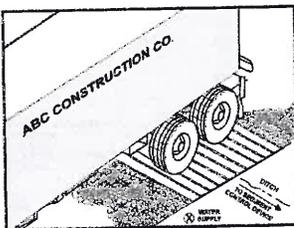


**CD114**  
 SHEET 0 SHEETS

THIS TEMPLATE REVISION DATE: 02/03/2016  
 SHEET ISSUE DATE: 04/02/2014  
 FILE PATH: P:\01\PH

THIS TEMPLATE REVISION DATE: 06/09/04  
 SHEET ISSUE DATE: 06/09/04  
 FILE PATH: RW 04B

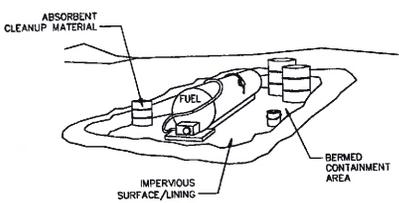
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**NOTES:**

1. THE TIRE WASH REQUIRES A SUPPLY OF WASH WATER.
2. A TURNOUT OR DOUBLEWIDE EXIT IS REQUIRED TO AVOID HAVING ENTERING VEHICLES DRIVE THROUGH THE WASH AREA.
3. DO NOT USE WHERE WET TIRE TRUCKS LEAVING THE SITE LEAVE THE ROAD DANGEROUSLY SLICK.
4. INCORPORATE WITH A STABILIZED CONSTRUCTION ENTRANCE/EXIT.
5. CONSTRUCT ON LEVEL GROUND WHEN POSSIBLE. ON A PAD OF COARSE AGGREGATE GREATER THAN 3 IN. BUT SMALLER THAN 6 IN. A GEOTEXTILE FABRIC SHOULD BE PLACED BELOW THE AGGREGATE.
6. WASH RACK SHOULD BE DESIGNED AND CONSTRUCTED/MANUFACTURED FOR ANTICIPATED TRAFFIC LOADS.

**8 ENTRANCE/OUTLET TIRE WASH**

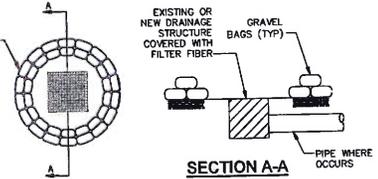


**NOTE:**

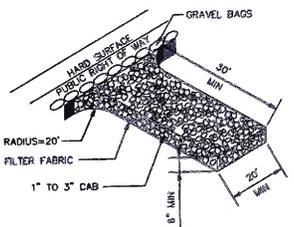
FUELING SHALL BE PERFORMED IN A DESIGNATED AREA AWAY FROM COURSES. ABSORBENT CLEANUP MATERIAL SHALL BE ON SITE AND USED IMMEDIATELY IN THE EVENT OF A SPILL.

**9 VEHICLE / EQUIPMENT FUELING**

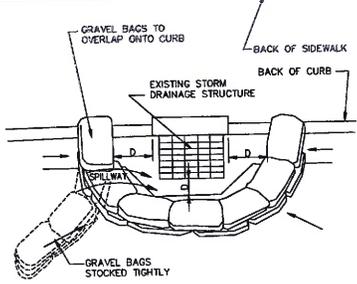
BAGS SHALL BE BUTTED FIRMLY AGAINST CURB & ADJUSTED AS ORDER OF WORK DICTATES



**10 GRAVEL BAG CHECKDAM**  
 NOT TO SCALE



**11 STABILIZED CONSTRUCTION ENTRANCE/EXIT**  
 OPTIONAL BMP



**NOTES:**

1. INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS: EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
2. MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
3. INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V-DITCHES AND MISCELLANEOUS DRAINAGE SWALES.
4. INLET PROTECTION SHALL BE PROTECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERLY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE STORM DRAIN SYSTEM.
5. DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.
6. ADDITIONAL SANDBAG SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLAN.

**12 CATCH BASIN/INLET PROTECTION**

**OWNER STATEMENT OF UNDERSTANDING:**

AS THE PROJECT OWNER OR AUTHORIZED AGENT OF THE OWNER, I HAVE READ AND UNDERSTAND THE REQUIREMENTS TO CONTROL STORM WATER POLLUTION FROM SEDIMENTS, EROSION, AND CONSTRUCTION MATERIALS, AND I CERTIFY THAT I WILL COMPLY WITH THESE REQUIREMENTS. I, OR REPRESENTATIVE, CONTRACTOR, DEVELOPER, OR ENGINEER, WILL MAKE CERTAIN THAT ALL BMP NOT SHOWN ON THIS PLAN WILL BE FULLY IMPLEMENTED, AND ALL EROSION CONTROL DEVICES WILL BE KEPT CLEAN AND FUNCTIONING. PERIODIC INSPECTIONS OF THE BMPs WILL BE CONDUCTED AND A CURRENT LOG, SPECIFYING THE EXACT NATURE OF THE INSPECTION AND ANY REMEDIAL MEASURES, WILL BE KEPT AT THE CONSTRUCTION SITE AT ALL TIMES AND WILL BE AVAILABLE FOR THE REVIEW BY THE BUILDING OFFICIAL.

AS THE PROJECT OWNER OR AUTHORIZED AGENT OF THE OWNER, I CERTIFY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT SUBMITTING FALSE AND/OR INACCURATE INFORMATION, FAILING TO UPDATE THE LOCAL SWPPP TO REFLECT CURRENT CONDITIONS, OR FAILING TO PROPERLY AND/OR ADEQUATELY IMPLEMENT THE LOCAL SWPPP MAY RESULT IN REVOCATION OF GRADING AND/OR OTHER PERMITS OR OTHER SANCTIONS PROVIDED BY THE LAW.

OWNER OR AUTHORIZED REPRESENTATIVE (PERMITEE) \_\_\_\_\_ DATE \_\_\_\_\_

**13 STATEMENT OF UNDERSTANDING**

**LEHRER ARCHITECTS LA**  
 2140 Exposition Avenue, Los Angeles, CA 90008-1008  
 PH: 323-644-4477 FAX: 323-644-1566 <http://www.lehrer.com>

**BUREAU OF ENGINEERING**

**DEPARTMENT OF PUBLIC WORKS**

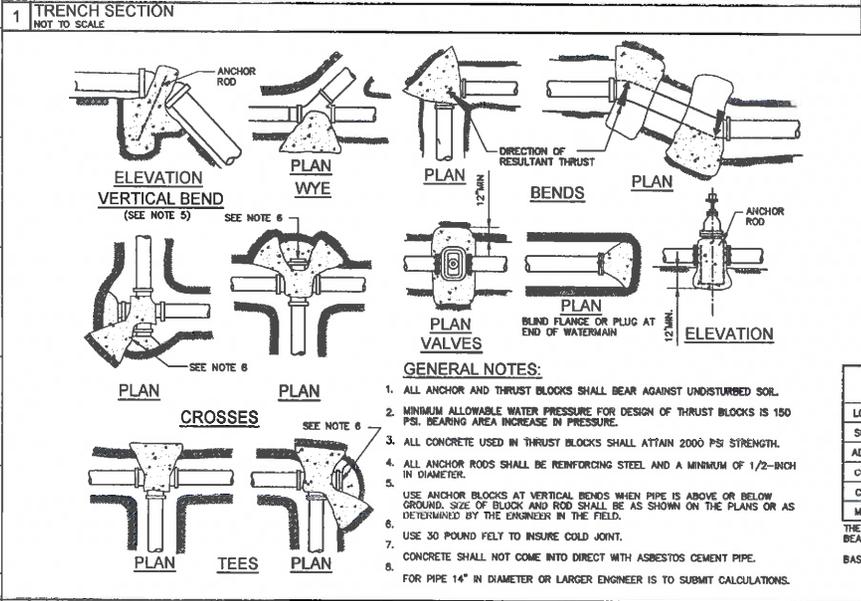
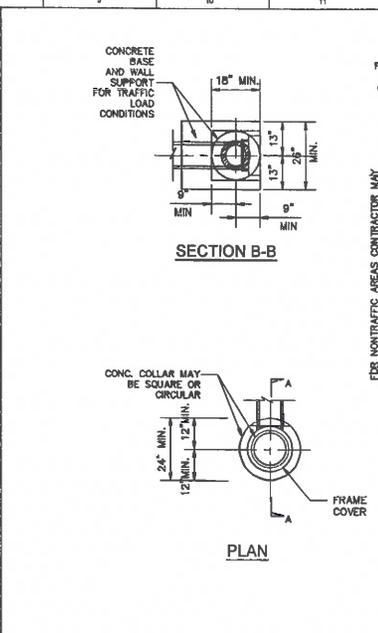
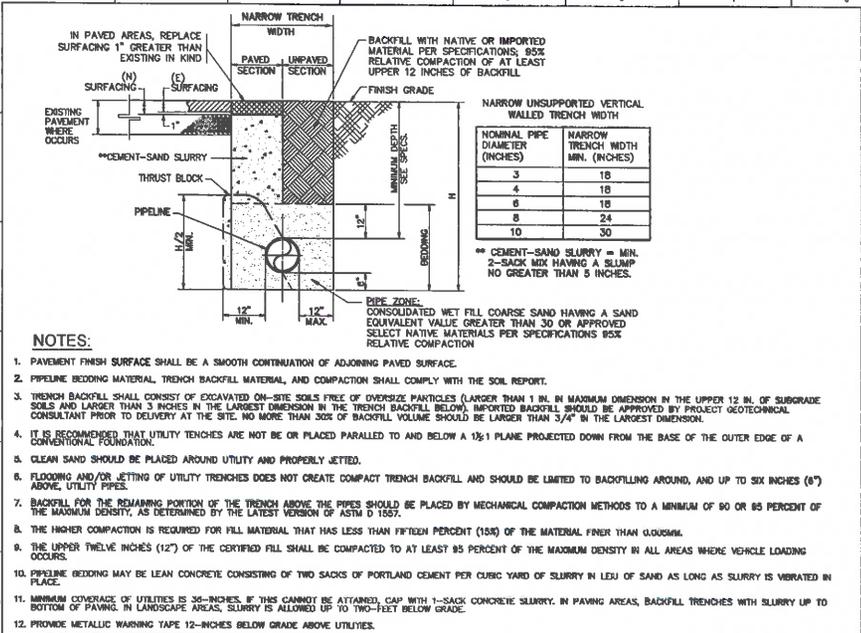
**GARY LEE MOORE, P.E., R.W. SP**  
 ARCHITECTURAL DIVISION  
 ARCHITECT: MICHAEL LEHRER, P.A.  
 DESIGNER BY: MC  
 DRAWN BY: VY  
 CHECKED BY: VCA  
 APPROVED BY: HANMOCO SUBRAMANIAN, P.E., PRINCIPAL ARCHITECT

**EROSION CONTROL DETAILS**  
 PROJECT: Align Station Road Replacement Project  
 ADDRESS: 8800 S HOOVER ST., LOS ANGELES, CA 90044

**SCHEMATIC DESIGN**  
 PROJECT ISSUE DATE: 10/03/04  
 DRAWING NO: CD115  
 SHEET: 0 OF SHEETS

TLS TEMPLATE REVISION DATE: 06/02/2015  
 SHEET ISSUE DATE: 06/02/2014  
 FILE PATH: File Rev

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**TABLE I**

MAIN SIZE	MINIMUM BEARING AREAS IN SQ. FT.			
	TEE	90° BEND	45° BEND	1/2" BEND
6"	4	4	4	3
8"	5	7	4	3
10"	9	12	6	4
12"	12	16	9	6

BASED ON 150 PSI W.W.R. PRESSURE & SOIL BEARING LOADS OF 2000 PSF THE RATIO OF WIDTH TO HEIGHT SHALL NOT EXCEED 1 1/2 TO 1

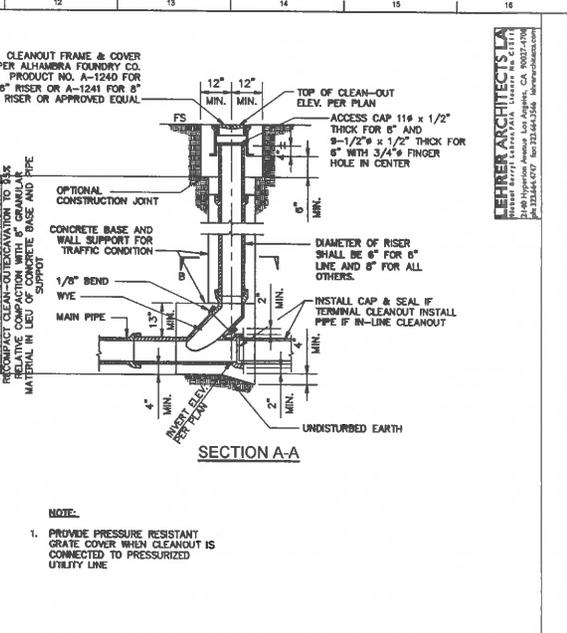
TEES, PLUGS, CAPS & HYDRANTS.

**TABLE II**

SOIL TYPE	MAX. ALLOWABLE SOIL BEARING VALUES	FACTORS FOR INCREASING AREAS IN TABLE I
LOOSE SAND	500 PSF	4
SOFT SANDY CLAY	1000 PSF	2
ADOBE	1000 PSF	2
COMPACT FINE SAND	2000 PSF	1
COMPACT COARSE SAND	2000 PSF	1
MEDIUM STIFF CLAY	2000 PSF	1

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SAFE SOIL BEARING VALUES AND SIZE OF BEARING AREAS.

BASED ON 2 FEET MINIMUM DEPTH OF COVER OVER THE PIPE.



**3 THRUST BLOCK DETAILS**  
 NOT TO SCALE

**4 POST INDICATOR VALVE DETAIL**  
 NOT TO SCALE

**1 TRENCH SECTION**  
 NOT TO SCALE

**2 CLEANOUT DETAIL**  
 NOT TO SCALE



**LEHRER ARCHITECTS LA**  
 10000 Wilshire Blvd., Suite 1000  
 Beverly Hills, CA 90210  
 Tel: 310.274.4477 Fax: 310.274.4478

**BUREAU OF ENGINEERING**

NO.	DATE	REVISION DESCRIPTION
1	02/26/17	ISSUE FOR PERMITS
2	02/26/17	PLAN CHECK SUBMITTAL
3	02/26/17	PERMITS SET
4	02/26/17	ISSUE

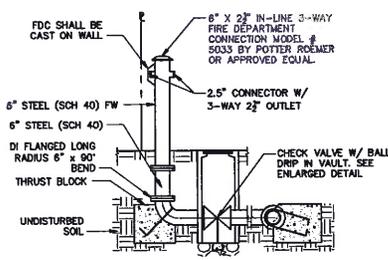
**DEPARTMENT OF PUBLIC WORKS**

**GARY LEE MOORE, P.E., ENV. ENGR.**  
 ARCHITECTURAL DIVISION  
 ARCHITECT: MICHAEL B. LEHRER, F.A.S.  
 DESIGNED BY: MC  
 DRAWN BY: YCA  
 APPROVED BY: MAHMOUD MAHMOUD, P.E., PRINCIPAL ARCHITECT

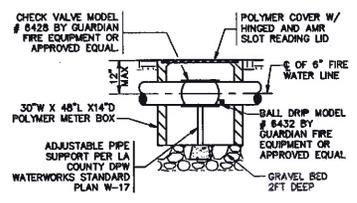
**MISCELLANEOUS DETAILS**  
 Project: Allyn Station Pool Replacement Project  
 ADDRESS: 8600 S HOOPER ST., LOS ANGELES, CA 90044

WORK ORDER NO: 1503  
 PLAN FILE NO:  
 DRAWINGS NO: CD116  
 SHEET 5 OF 5 SHEETS

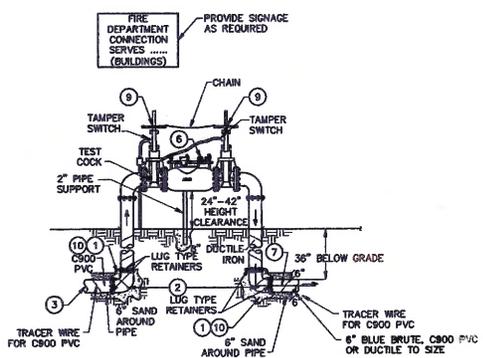
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**FIRE DEPARTMENT CONNECTION  
 (PRIVATE) 6" x 4" x 2.5"**



**ENLARGED DETAIL**



**CONSTRUCTION NOTES:**

- 1 CONCRETE THRUST BLOCK PER DETAIL 3 ON SHEET CD116.
- 2 DUCTILE IRON MECHANICAL FITTING
- 3 UNDERGROUND FIRE MAIN
- 4 NOT USED
- 5 NOT USED
- 6 DOUBLE CHECK DETECTOR ASSEMBLIES W/ OS & Y VALVES
- 7 PROVIDE MEGALUG RETAINER W/ FLANGE 90° FITTING FOR DUCTILE IRON/PVC PIPE
- 8 NOTE USED.
- 9 OUTSIDE SCREW AND YOKE FLANGED GATE VALVE. RW/ TAMPER SWITCH
- 10 ALL APPLICABLE UNDERGROUND JOINTS SHALL BE THRUST BLOCKED WITH RESTRAINED PER NFPA 24 AND LOCAL CODES.

**NOTES:**

1. BACKFLOW ASSEMBLY REQUIRED FOR ALL FIRE WATER MAINS FOR METER SERVICE PROTECTION (MSP).
2. 4" DOUBLE CHECK ASSEMBLY—AMES 3000 SS OS&Y, OR APPROVED EQUAL, WITH TAMPER SWITCHES CONNECTED TO FIRE ALARM.
3. BACKFLOW ASSEMBLY REQUIRED FOR ALL FIRE WATER MAINS FOR METER SERVICE PROTECTION (MSP).
4. BACKFLOW ASSEMBLY AS REQUIRED BY WATER COMPANY OR BY CALIFORNIA OR LOCAL PLUMBING CODE.
5. THE WATER DEPARTMENT SHALL DETERMINE IF WATER METER, SIZE, AND LOCATION IS REQUIRED FOR THIS PROJECT.
6. THE FDC SHALL BE VISIBLE, ACCESSIBLE (THREE FEET CLEAR ABOVE AND ON BOTH SIDES) AND INSTALLED WITH THE INLETS NOT LESS THAN 24 INCHES AND NOT MORE THAN 42 INCHES ABOVE THE LEVEL OF GRADE, WITH THE FDC FACING THE STREET. WHEN A FENCE OR OTHER OBSTRUCTION IS PROVIDED, THE FDC SHALL BE ACCESSIBLE FROM THE PUBLIC SIDE OF THE OBSTRUCTION.
7. BACKFLOW ASSEMBLY SHOULD HAVE THREE FEET CLEARANCE ALL AROUND FROM ANY OBSTRUCTION.

3 FIRE DEPARTMENT CONNECTION  
 NOT TO SCALE

2 DOUBLE CHECK DETECTOR ASSEMBLY  
 NOT TO SCALE



**SCHMATIC DESIGN**  
**PROJECT ISSUE DATE:**  
**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 CLIENT: DEPARTMENT OF RECREATION AND PARKS  
 GENERAL MANAGER: MICHAEL A. SHILL  
 SHEET TITLE: MISCELLANEOUS DETAILS  
 PROJECT: Align Station Post Replacement Project  
 ADDRESS: 8800 S HOOVER ST, LOS ANGELES, CA 90044  
 WORK ORDER NO: 1603  
 PLAN FILE NO:  
 DRAWINGS NO: CD117  
 SHEET: F OF SHEETS

**DEPARTMENT OF PUBLIC WORKS**  
**GARY LEE MOORE, P.E., ENV RP**  
 ARCHITECT: MICHAEL B. LEHRER, P.A. LIC. NO. C215  
 ARCHITECTURAL DIVISION  
 DESIGNED BY: MC  
 DRAWN BY: VV  
 CHECKED BY: VCA  
 APPROVED BY: MAMMODOC LAMAZOCHIEN, AIA, PRINCIPAL ARCHITECT (02.03.17)

NO.		DATE	BY	REVISION DESCRIPTION
1	1	02/03/17	MM	ISSUE FOR PERMITS
2	2	02/03/17	MM	PLAN CHECK SUBMITTAL
3	3	02/03/17	MM	ISSUE FOR PERMITS
4	4	02/03/17	MM	ISSUE FOR PERMITS

INDEX NO. RP\_200002  
 BUILDING NO.

**LEHRER ARCHITECTS LA**  
 1400 Hollywood Avenue, Los Angeles, CA 90027-2008  
 PH: 313.464.4777 FAX: 313.464.3556 www.lehrerarchitect.com



**BOARD REPORT**

NO. 17-128

DATE May 17, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: APPROPRIATION FROM UNRESERVED AND UNDESIGNATED FUND BALANCE IN FUND 302 TO VARIOUS ACCOUNTS IN THE DEPARTMENT OF RECREATION AND PARKS

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

V. Israel \_\_\_\_\_  
for N. Williams EC

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Subject to approval by the Mayor, authorize the appropriation of Two Million, Five Hundred Seventy-Five Thousand Dollars (\$2,575,000.00) from Fund 302, Department 88, to various accounts as follows:

FROM:

Unreserved and Undesignated Fund Balance \$2,575,000.00

TO:

Fund 302/88/1070 – Salaries, As Needed	\$1,325,000.00
Fund 302/88 Account 3040 – Contractual Services	\$ 750,000.00
Fund 302/89 Account 704H-FL – Reg 4, Fire, Life Safety Expenses	\$ 500,000.00
Total	\$2,575,000.00

- 2. Authorize the General Manager or his designee, or the Chief Accounting Employee to make technical or clerical corrections as necessary, consistent with the intent of this Report.

SUMMARY

Budgeted funds appropriated to the Department of Recreation and Parks (RAP) that are uncommitted or unencumbered at the end of the Fiscal Year (FY) revert to RAP's Unreserved and Undesignated Fund Balance (UUFb). UUFb funds are also made available due to disencumbered items from prior years, residuals due to discounts later received, items not delivered, closing of inactive accounts, etc. Currently as part of City's transitioning from the old Supply Management System (SMS) to the Financial Management System (FMS), RAP Finance Division staff is working with the Department of General Services to clean up obsolete accounts/balances and convert thousands of items from SMS to FMS.

## BOARD REPORT

PG. 2 NO. 17-128

UUFB funds are generally used to meet RAP's urgent and/or unforeseen funding needs, or are re-appropriated in the current Fiscal Year for uses that were authorized in a prior year. The Board authorizes appropriations from the UUFB for a variety of purposes, subject to approval of the Mayor, and in accordance with Charter Section 343(b). The following transfers are being recommended to meet currently urgent and/or unfunded needs in FY 2016-17.

### Salaries, As-Needed – \$1,325,000.00

RAP anticipates additional appropriations needed in Salaries, As-Needed (Account 1070) due to shortage of full-time employees, fire watches, extreme weather, as well as other unexpected program and event needs. Although RAP has been working hard and aggressively to hire critically needed full-time employees, the shortage in full-time personnel persists as a result of retirements, transfers, promotions, etc. Additionally for employees covered under Memorandum of Understanding No. 7, there are unbudgeted retroactive salary adjustments and \$0.50 increase per hour for employees working at a recreation facility that is identified as a part of the Gang Reduction and Youth Development (GRYD) program.

### Brush Clearance Contract – \$750,000.00

RAP owns, possesses, manages and controls park property for the City of Los Angeles. As such, RAP has a mandatory duty to remove "any hazardous refuse or hazardous weeds, trees or other vegetation which by reason of proximity to a building or structure constitutes a fire hazard" (Los Angeles Municipal Code, Section 57.322.1). The demand and costs have significantly increased in recent years due to expanded park land, environmental compliances, increases in dead trees and vegetation due to drought, infestation and other environmental factors. RAP expects even higher demands in coming months due to the extraordinary growth of brush and debris resulting from the recent and record rains sustained throughout the City this year. The work will be performed by RAP's pre-qualified brush clearance contractors.

### Fire Life Safety Program – \$500,000.00

RAP is required to conduct annual fire alarm and sprinkler inspections, and to make repairs in order to be in compliance with the State of California (State) and City of Los Angeles (City) regulations and requirements related to public facilities. Specifically, State Fire Code Sections 7-1.1.4, 7-1.2. and 7-1.2.2, National Fire Protection Association 71 (1999 edition), and the City Chief Regulation 4 (Reg 4) governing Fire Life Safety requirements in the City. Out of the 439 parks that RAP currently maintains, more than 200 facilities are subject to these requirements. RAP plans to use a combination of City staff (electricians and plumbers) to perform some or all of the Reg 4 inspections and minor repairs, subject to the availability of City personnel. Existing Citywide Fire Life Safety contractors may be needed to assist in complicated repairs and supplement City staff to perform additional Reg 4 inspections.

BOARD REPORT

PG. 3 NO. 17-128

FISCAL IMPACT STATEMENT

The appropriation of Two Million, Five Hundred Seventy-Five Thousand Dollars (\$2,575,000.00) is needed in Fiscal Year 2016-17 for RAP operations.

This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.



**BOARD REPORT**

NO. 17-129

DATE May 17, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SUMMER NIGHT LIGHTS – TRANSFER OF APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS FOR BUDGETARY ADJUSTMENTS

AP Díaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
for N. Williams EC

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Subject to approval by the Mayor, authorize the transfer of appropriations within Recreation and Parks Fund 302, as follows:

FROM: Fund 302/88, Account 3040 – Contractual Services \$528,500.00

TO: Fund 302/88, Account 1070 – Salaries, As-Needed \$528,500.00

2. Authorize the General Manager or his designee, or the Chief Accounting Employee to make technical or clerical corrections as necessary, consistent with the actions of the City Council and intent of this Report.

SUMMARY

The Department of Recreation and Parks (RAP) manages the Summer Night Lights Program (SNL) as directed by the Mayor's Office, with funding provided by the City. In anticipation of a funding shortfall for the 2017 SNL program in Fiscal Year 2016-17, the Mayor's Office allocated Five Hundred Twenty-Eight Thousand, Five Hundred Dollars (\$528,500.00) to the RAP Fund 302/88, Contractual Services Account 3040 pursuant to Council File No. 17-0294 (Attachment 1). This Report will allow a technical correction transferring the funds to the As-Needed Salaries Account 1070, where the funding is needed to pay the Gang Reduction and Youth Development (GRYD) workers.

FISCAL IMPACT STATEMENT

This transfer between accounts within a fund is for budgetary adjustments and has a net zero impact on RAP's General Fund.

This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

LIST OF ATTACHMENT(S)

1) Council File No. 17-0294

HOLLY L. WOLCOTT  
CITY CLERK

SHANNON D. HOPPE  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
CITY CLERK

Council and Public Services Division

200 N. SPRING STREET, ROOM 395  
LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213) 978-1040

BRIAN E. WALTERS  
DIVISION CHIEF

CLERK.LACITY.ORG

When making inquiries relative to  
this matter, please refer to the  
Council File No.: 17-0294

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

March 29, 2017

**Council File No.:** 17-0294  
**Council Meeting Date:** March 28, 2017  
**Agenda Item No.:** 24  
**Agenda Description:** MOTION (BUSCAINO - HARRIS-DAWSON) relative to funding for the Summer Night Lights (SNL) Program from June 28 through August 5, 2017.

**Council Action:** MOTION (BUSCAINO - HARRIS-DAWSON) - ADOPTED

**Council Vote:**

YES	BLUMENFIELD	YES	HARRIS-DAWSON	YES	O'FARRELL
YES	BONIN	YES	HUIZAR	YES	PRICE
YES	BUSCAINO	YES	KORETZ	YES	RYU
YES	CEDILLO	YES	KREKORIAN	YES	WESSON
ABSENT	ENGLANDER	YES	MARTINEZ		

*Holly L. Wolcott*

HOLLY L. WOLCOTT  
CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 341

FILE SENT TO MAYOR:	<input type="text" value="03/29/2017"/>
LAST DAY FOR MAYOR TO ACT:	<input type="text" value="04/10/2017"/>

x	_____	_____
APPROVED	*DISAPPROVED	*VETO

*E. Garcetti*

MAYOR

4/5/2017

DATE SIGNED

TO CITY CLERK FOR FILING ON NEXT  
REGULAR BUSINESS DAY TO BE POSTED

#55

## MOTION

In response to studies that have consistently shown that youth are most likely to commit violent gang-related crimes between the hours of 4 p.m. and midnight during the summer months, the City established the "Summer Night Lights Program" (SNL). SNL is a partnership among the Department of Recreation and Parks, the Los Angeles Police Department, and non-profit agencies. SNL provides safe and productive environments by engaging youth and their families in positive recreational, athletic, artistic, and educational activities. These sites are characterized by high levels of gang related violence, poverty, unemployment, and a concentration of youth. In 2016, the SNL program served 690,523 youth and families in 32 locations, including 28 recreational centers and four housing development sites.

In 2017, SNL will be held in the same 32 locations: Lou Costello, Delano, Highland Park, Normandale, Van Ness, Slauson, South Park, Valley Plaza, Jim Gilliam, Ramon Garcia, Mount Carmel, Lemon Grove, Ross Snyder, Cypress Park, Glassell Park, Hubert Humphrey, Sepulveda, Ramona Gardens, Martin Luther King Jr., Nickerson Gardens, Jordan Downs, Imperial Courts, Jackie Tatum Harvard, Algin Sutton, Green Meadows, Wilmington, El Sereno, Montecito Heights, Toberman, Normandie, Lanark, and Sun Valley.

SNL will operate for 9 weeks beginning on Wednesday, June 28th and ending on Friday, August 25th. From June 28th through August 5th, SNL will take place Wednesdays through Saturdays, from 7:00 p.m. to 11:00 p.m. To accommodate the school calendar, from August 11th through August 25th, SNL will take place on Fridays and Saturdays only.

Programming includes sports, arts, family, educational and other recreational activities. Free meals will also be served nightly for the duration of the Program. The Mayor's Office seeks to reallocate a total of \$528,500 from its contractual services accounts to fund the SNL Program.

**I THEREFORE MOVE** that the Council, subject to the approval of the Mayor:

- AUTHORIZE** the Controller to transfer \$341,187.19 in uncommitted 2015-16 funds, as set forth below, from the Mayor's Office Fund 100/46, Account 003040, to the FY 2016-17 Recreation and Parks Fund 302/88, Contractual Services Account 003040, to finance SNL Program costs:

Contractor Name	Fiscal Year	Contract Number	Amount
Asian American Drug Abuse Program	15/16	126273	\$ 36,710.65
Brotherhood Crusade	15/16	126276	\$ 50,035.52
New Directions for Youth	15/16	126263	\$ 17,635.02
Barrio Action	15/16	126260	\$ 81,208.60
Youth Policy Institute	15/16	126261	\$ 61,424.04
Alliance for Community Empowerment	15/16	126267	\$ 387.71
Going Beyond Boundaries	15/16	126272	\$ 93,780.20

DATE: 7/1/17

Harder + Company	15/16	121352	\$ 5.45
			\$341,187.19

2. **AUTHORIZE** the Controller to transfer funds in the amount of \$187,312.81 from Mayor General Fund 100, Department 46, Appropriation Account 003040 to the Department of Recreation and Parks Fund 302, Department 88, Contractual Services 003040.
3. **AUTHORIZE** the City Administrative Officer, or designee, to prepare Controller instructions and/or make technical adjustments that may be required to implement the actions set forth above.

PRESENTED BY:



**JOE BUSCAINO**  
Councilmember, 15th District

SECONDED BY:



Original

**BOARD REPORT**

NO. 17-130

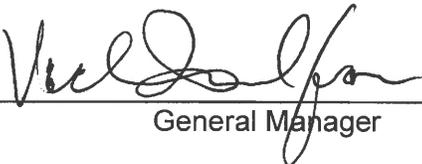
DATE May 17, 2017

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LUMMIS HOUSE GENERAL IMPROVEMENTS PROJECT – PROPOSITION A EXCESS FUNDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) OF THE CITY CEQA GUIDELINES (EXTERIOR AND INTERIOR ALTERATIONS OF EXISTING PUBLIC FACILITIES)

AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_  
R. Barajas \_\_\_\_\_ *for* N. Williams *EC* \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

RECOMMENDATIONS

- 1) Find that the proposed Lummis House General Improvements Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption; and,
- 2) Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk with the amount of \$75.00 for the purpose of filing a Notice of Exemption.

SUMMARY

The Lummis House General Improvements Project, located in the northeast Los Angeles area at 200 East Avenue 43, Los Angeles, CA 90031, was approved by the Board of Recreation and Park Commissioners at its Regular Meeting of April, 5 2017 through Report No. 17-089 (Attachment 1), which is pending a review and determination of CEQA.

The First Supervisorial District of the Los Angeles County allocated Proposition A Excess Funds in the amount of One Hundred Thousand Dollars (\$100,000.00) for the proposed Lummis House General Improvements Project (Project).

The Project includes, but is not limited to, refurbishing the interior and exterior of the free standing restroom building. The Project is expected to be completed in early 2019 through a City-approved contracted vendor managed by RAP’s Planning, Maintenance, and Construction Branch.

## BOARD REPORT

PG. 2 NO. 17-130

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of interior and exterior alterations of existing public facilities with negligible or no expansion of use. Therefore, RAP staff recommends that the Board determine that the Project is exempt from the CEQA provisions pursuant to Article III, Section 1, Class 1 (1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

The Project is funded through Proposition A Excess Funds. The filing fees of the CEQA documentation is \$75.00, and is covered by the Proposition A Excess Funds.

This Report was prepared by Bill Jones, Senior Management Analyst II, Finance Division.

### LIST OF ATTACHMENT(S)

1. Board Report No. 17-089: Lummi House General Improvements – Proposition A Excess Funds; Authorization to Submit Grant Application; Acceptance of Grant Funds; City Council Resolution and Youth Employment Plan

# APPROVED

ATTACHMENT 1

4 - 05 - 2017

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-089

DATE April 05, 2016

C.D. 1

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LUMMIS HOUSE GENERAL IMPROVEMENTS – PROPOSITION A EXCESS FUNDS; AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS; CITY COUNCIL RESOLUTION AND YOUTH EMPLOYMENT PLAN

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

V. Israel \_\_\_\_\_  
for N. Williams bc

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

Approved  \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the Department of Recreation and Parks' (RAP) submission of a Proposition A Excess Funds grant application for the Lummis House General Improvements Project, which consists of general improvements to the Lummis Home and Gardens, including, but not limited to refurbishing interior and exterior of the free standing restroom building;
2. Designate RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Lummis House General Improvements Project;
3. Recommend to the City Council the adoption of the accompanying Resolution (Attachment No. 1), which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of One Hundred Thousand Dollars (\$100,000.00) from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Lummis House General Improvements Project;
4. Recommend to the City Council the adoption of the accompanying Proposition A Youth Employment Plan (YEP) (Attachment No. 2), relative to the Lummis House General Improvements Project;
5. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of One Hundred Thousand Dollars (\$100,000.00), if awarded, for Lummis House General Improvements Project; and

## BOARD REPORT

PG. 2      NO. 17-089

6. Direct RAP staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and the Los Angeles Administrative Code Section 14.6.

### SUMMARY

The First Supervisorial District of the Los Angeles County has allocated Proposition A Excess Funds in the amount of One Hundred Thousand Dollars (\$100,000.00) for the proposed Lummis House General improvements Project (Project). The funding request was initiated by Councilmember Gilbert Cedillo's Office, First Council District. RAP is required to submit a grant application in order to secure this funding.

The Lummis House is located in northeast Los Angeles at 200 East Avenue 43, Los Angeles, CA 90031. The Project includes, but is not limited to, refurbishing the interior and exterior of the free standing restroom building. The estimated Project cost, including design and construction, is approximately One Hundred Thousand Dollars (\$100,000.00). If awarded, the Project is expected to be completed in early 2019 through a City-approved contract vendor and managed by RAP's Planning, Maintenance, and Construction Branch.

### FISCAL IMPACT STATEMENT

The Project will be funded using Proposition A Excess Funds, if awarded. There is no immediate fiscal impact to RAP's General Fund. However, operations and maintenance costs will be evaluated and included in future RAP budget requests. As the Project will make general improvements to an existing facility, operation and maintenance costs are anticipated to be similar to, or less than, that of the existing facility.

This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Proposition A Youth Employment Plan

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES  
APPROVING THE APPLICATION FOR GRANT FUNDS FROM  
THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
FOR THE FIRST SUPERVISORIAL DISTRICT EXCESS FUNDS AND APPROVING THE  
ADOPTION OF A YOUTH EMPLOYMENT PLAN FOR THE  
LUMMIS HOUSE GENERAL IMPROVEMENTS PROJECT**

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation;

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds;

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions;

WHEREAS, the District's procedures require the City of Los Angeles to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the City of Los Angeles must comply with;

WHEREAS, the City of Los Angeles will enter into an Agreement with the District to provide funds for acquisition and development projects; and,

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for First Supervisorial District Excess Funds for the above project;
2. Certifies that the City of Los Angeles understands both the assurances and certification requirements in the application form;
3. Certifies that the City of Los Angeles has, or will have, sufficient funds to operate and maintain the project in perpetuity;

**ATTACHMENT 1**

4. Certifies that the City of Los Angeles will sign and return within 30 (thirty) days, both copies of the project agreement sent by the District for authorizing signature; and
5. Approves the adoption of a Youth Employment Plan for the project (see attached); and
6. Appoints the General Manager, Executive Officer, or Assistant General Manager, Department of Recreation and Parks, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a Resolution of the City Council of the City of Los Angeles adopted at a duly convened meeting on the aforementioned date, which has not been altered, amended or repealed.

HOLLY L. WOLCOTT, City Clerk

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

**City of Los Angeles**

**Lummis House General Improvements  
Grant No. TBD**

**YOUTH EMPLOYMENT PLAN**

**Background:**

The City of Los Angeles (City) is using \$100,000.00 in Proposition A Excess Funds from completed Prop A projects from the Safe Neighborhood Parks Proposition of 1996 (A-II) provided to the City of Los Angeles for the project.

The proposed project will consist of general improvements to Lummis Home and Gardens, including refurbishing the interior and exterior of the free standing restroom building.

**Tasks that may be performed by at-risk youth:**

If sufficient funding is available, and if the nature of the project will allow it, the City will endeavor to employ at-risk youth to perform tasks that may include but are not limited to general site clean-up, landscaping, project management assistance, administrative assistance, etc.

**Estimated Cost of Youth Employment:**

Total estimated hours of youth employment on the project: **None**

Estimated cost per hour: **None**

Total estimated cost of youth employment: **None**

**Method of Youth Employment:**

Due to the nature of the project and requirement of skilled labor, the City of Los Angeles will not employ local at-risk-youth (Ages 14-24) on the project.

**Youth Employment Goal:**

Under the provisions of the Los Angeles County Regional Park and Open Space District policy on employment of at-risk youth, the Proposition A Youth Employment Goal (YEG) of the City of Los Angeles is Twelve Million, One Hundred Eighty-Eight Thousand, Four Hundred Eighty-Six Thousand Dollars (\$12,188,486.00) [equal to fifty percent of the City's M&S funds allocations from the 1992 (A-I) and 1996 (A-II) Propositions]. To date, the City has received credit of employing at-risk youth totaling Fifteen Million, Six Hundred Twenty-Eight Thousand, Eight Hundred Thirty-Eight Dollars (\$15,628,838.00) in youth labor wages paid and has satisfied its Proposition A At-Risk YEG obligation. However, the City will endeavor to hire at-risk youth on this Project if the nature of work and sufficient funding permit.



**BOARD REPORT**

**NO.** 17-131

**DATE** May 17, 2017

**C.D.** 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** ROSE HILLS/EL SERENO RECREATION CENTER REHABILITATION PROJECT – PROPOSITION A EXCESS FUNDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(32) OF THE CITY CEQA GUIDELINES (INSTALLATION OF MECHANICAL EQUIPMENT ACCESSORY TO THE USE OF EXISTING STRUCTURES)

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

V. Israel \_\_\_\_\_  
for N. Williams EC

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1) Find that the proposed Rose Hills/El Sereno Recreation Center Rehabilitation Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption; and,
- 2) Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk with the amount of \$75.00 for the purpose of filing a Notice of Exemption.

SUMMARY

The Rose Hills/El Sereno Recreation Center Rehabilitation Project, located in in the El Sereno area at 4530 Mercury Avenue, Los Angeles, California 90032, was approved by the Board of Recreation and Park Commissioners (Board) at its Regular Meeting of April 5, 2017 through Report No. 17-090 (Attachment 1).

The First Supervisorial District of the Los Angeles County allocated Proposition A Excess Funds in the amount of Fifty Thousand Dollars (\$50,000.00) for the proposed Rose Hills/El Sereno Recreation Center Rehabilitation Project (Project).

The Project consists of the purchase and installation of HVAC equipment and related improvements, and is expected to be completed by December 2017 through a City-approved contracted vendor and managed by RAP’s Planning, Maintenance and Construction Branch.

## BOARD REPORT

PG. 2 NO. 17-131

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of installation of mechanical equipment and public convenience devices which are accessory to the use of existing facilities and involve negligible or no expansion of use. Therefore, RAP staff recommends that the Board determine that the Project is exempt from the CEQA provisions pursuant to Article III, Section 1, Class 1 (32) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

The Project is funded through Proposition A Excess Funds. The filing fees of the CEQA documentation is \$75.00, and is covered by the Proposition A Excess Funds.

This Report was prepared by Bill Jones, Senior Management Analyst II, Finance Division.

### LIST OF ATTACHMENT(S)

1. Board Report No. 17-090: Rose Hills/El Sereno Recreation Center Rehabilitation Project – Proposition A Excess Funds; Authorization to Submit Grant Application; Acceptance of Grant Funds; City Council Resolution and Youth Employment Plan

APPROVED

4 - 05 - 2017

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERSNO. 17-090DATE April 05, 2017C.D. 14

## BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROSE HILLS/EL SERENO RECREATION CENTER REHABILITATION PROJECT - PROPOSITION A EXCESS FUNDS; AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS; CITY COUNCIL RESOLUTION AND YOUTH EMPLOYMENT PLAN

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

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

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

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the Department of Recreation and Parks' (RAP) submission of a Proposition A Excess Funds grant application for the Rose Hills/El Sereno Recreation Center Rehabilitation Project, which consists of the purchase and installation of HVAC equipment, and related improvements;
2. Designate RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Rose Hills/El Sereno Recreation Center Rehabilitation Project;
3. Recommend to the City Council the adoption of the accompanying Resolution (Attachment No. 1), which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of Fifty Thousand Dollars (\$50,000.00) from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Rose Hills/El Sereno Recreation Center Rehabilitation Project;
4. Recommend to the City Council the adoption of the accompanying Proposition A Youth Employment Plan (YEP) (Attachment No. 2), relative to the Rose Hills/El Sereno Recreation Center Rehabilitation Project;
5. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of Fifty Thousand Dollars (\$50,000.00) for Rose Hills/El Sereno Recreation Center Rehabilitation Project; and

## BOARD REPORT

PG. 2 NO. 17-090

6. Direct RAP staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and the Los Angeles Administrative Code Section 14.6.

### SUMMARY

The First Supervisorial District of the Los Angeles County has allocated Proposition A Excess Funds in the amount of Fifty Thousand Dollars (\$50,000.00) for the proposed Rose Hills/El Sereno Recreation Center Rehabilitation Project (Project). The funding request was initiated by Councilmember Gilbert Cedillo's Office, First Council District. RAP is required to submit a grant application in order to secure this funding.

The Project is located in East Los Angeles in El Sereno at 4530 Mercury Avenue, Los Angeles, California 90032. The Project consists of the purchase and installation of HVAC equipment, and related improvements. If awarded, the Project is expected to be completed by December 2017 through a City-approved contract vendor and managed by RAP's Planning, Construction, and Maintenance Branch.

### FISCAL IMPACT STATEMENT

The Project will be funded using Proposition A Excess Funds, if awarded. There is no immediate fiscal impact to the RAP's General Fund. However, operations and maintenance costs will be evaluated and included in future RAP budget requests if needed. As the Project will make general improvements to an existing facility, operation and maintenance costs are anticipated to be similar to, or less than, that of the existing facility.

This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Proposition A Youth Employment Plan

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES  
APPROVING THE APPLICATION FOR GRANT FUNDS FROM  
THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
FOR THE FIRST SUPERVISORIAL DISTRICT EXCESS FUNDS AND APPROVING THE  
ADOPTION OF A YOUTH EMPLOYMENT PLAN FOR THE  
ROSE HILLS/EL SERENO RECREATION CENTER REHABILITATION PROJECT**

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation;

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds;

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions;

WHEREAS, the District's procedures require the City of Los Angeles to certify, by resolution, the approval of the application before submission of said application(s) to the District;

WHEREAS, said application contains assurances that the City of Los Angeles must comply with;

WHEREAS, the City of Los Angeles will enter into an Agreement with the District to provide funds for acquisition and development projects; and,

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for First Supervisorial District Excess Funds for the above project;
2. Certifies that the City of Los Angeles understands both the assurances and certification requirements in the application form;
3. Certifies that the City of Los Angeles has, or will have, sufficient funds to operate and maintain the project in perpetuity;
4. Certifies that the City of Los Angeles will sign and return within thirty (30) days, both copies of the project agreement sent by the District for authorizing signature;

**ATTACHMENT 1**

5. Approves the adoption of a Youth Employment Plan for the project (see attached);  
and
6. Appoints the General Manager, Executive Officer, or Assistant General Manager, Department of Recreation and Parks, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a Resolution of the City Council of the City of Los Angeles adopted at a duly convened meeting on the aforementioned date, which has not been altered, amended or repealed.

HOLLY L. WOLCOTT, City Clerk

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

City of Los Angeles

Rose Hills/EI Sereno Recreation Center Rehabilitation  
Grant No. TBD

YOUTH EMPLOYMENT PLAN

**Background:**

The City of Los Angeles (City) is using \$50,000.00 in Proposition A Excess Funds from completed Prop A projects from the Safe Neighborhood Parks Proposition of 1996 (A-II) provided to the City of Los Angeles for the project.

The proposed project will consist of the purchase and installation of HVAC equipment, and related improvements to the Rose Hills/EI Sereno Recreation Center.

**Tasks that may be performed by at-risk youth:**

If sufficient funding is available, and if the nature of the project will allow it, the City will endeavor to employ at-risk youth to perform tasks that may include but are not limited to general site clean-up, landscaping, project management assistance, administrative assistance, etc.

**Estimated Cost of Youth Employment:**

Total estimated hours of youth employment on the project: **None**

Estimated cost per hour: **None**

Total estimated cost of youth employment: **None**

**Method of Youth Employment:**

Due to the nature of the project and requirement of skilled labor, the City of Los Angeles will not employ local at-risk-youth (Ages 14-24) on the project.

**Youth Employment Goal:**

Under the provisions of the Los Angeles County Regional Park and Open Space District policy on employment of at-risk youth, the Proposition A Youth Employment Goal (YEG) of the City of Los Angeles is Twelve Million, One Hundred Eighty-Eight Thousand, Four Hundred Eighty-Six Thousand Dollars (\$12,188,486.00) [equal to fifty percent of the City of LA's M&S funds allocations from the 1992 (A-I) and 1996 (A-II) Propositions]. To date, the City has received credit of employing at-risk youth totaling Fifteen Million, Six Hundred Twenty-Eight Thousand, Eight Hundred Thirty-Eight Dollars (\$15,628,838.00) in youth labor wages paid and has satisfied its Proposition A At-Risk YEG obligation. However, the City will endeavor to hire at-risk youth on this Project, if the nature of work and sufficient funding permit.



**BOARD REPORT**

NO. 17-132

DATE: MAY 17, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AS-NEEDED ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – AWARD OF CONTRACT

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	<i>for</i> 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 all of the park facilities' roofing construction, retrofit, maintenance and/or repair projects in a timely manner, and it is more feasible, economical and in RAP 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 upon contractors to perform this 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 roofing repairs, maintenance, retrofit and/or construction projects;

## BOARD REPORT

PG. 2 NO. 17-132

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;
5. Approve the proposed contract (Contract), herein included as Attachment 1, between RAP and the contractor listed below for as-needed roofing construction, retrofit, maintenance and/or repair services for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year, specifying the terms and conditions, subject to approval of the Mayor and the City Attorney as to form;

Contractor:

Chapman Coast Roof Co., Inc.  
2301 E. Orangethorpe Avenue  
Fullerton, CA 92834

6. Direct the Board Secretary to transmit the proposed Contract to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review and approval as to form; and,
7. Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals.
8. Approve the re-release of the Request for Qualifications (RFQ) for As-Needed Roofing Construction, Retrofit, Maintenance and/or Repairs, , for a three-year contract in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year per contract awarded, subject to the review and approval of the City Attorney as to form; and,
9. Authorize RAP staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

### SUMMARY

RAP is in need of roofing construction, retrofit, maintenance and/or repair services, which current staffing can only provide on a limited basis because RAP does not have available in its employ, personnel with sufficient time or the necessary expertise. Therefore, one or more roofing construction, retrofit, maintenance and/or repair contracts are required. With over 420 park locations under the jurisdiction of RAP, roofing construction, retrofit, maintenance and/or repair services contracts are critical to maintaining and expanding our current park facility infrastructures.

## BOARD REPORT

PG. 3 NO. 17-132

This Contract will provide RAP with an additional resource to perform roofing construction, retrofit, maintenance and/or repair services to help supplement current City forces. In addition, these as-needed contracts will provide RAP a tool to meet current and future roofing construction projects.

The various roofing construction, retrofit, maintenance and/or repair services will include, but are not limited to, the design, engineering and construction of all new roofing systems, skylights, roof access hatch covers, roof drains and gutter systems for all municipal building structures. The type of roofing systems that may be used includes but is not limited to metal (metal roof systems, standing seam, structural and architectural), torch down, self-adhered, hot mopped, tile (ceramic, concrete, clay), asphalt composition roofing shingle systems and tapered roof insulation systems. Roofing maintenance and/or repairs may include minor or major repairs to existing roof systems throughout the City. Roofing construction, retrofit, maintenance and/or repair services may also include performing a hazardous materials surveys and abatement, re-design and engineering of existing roofing systems and/or repairs to existing trust and/or roofing systems.

On November 16, 2016, the Board approved a Request for Qualifications (RFQ) for Roofing Construction, Retrofit, Maintenance and/or Repairs (Board Report No. 16-230), which was released on November 30, 2016. On December 15, 2016, a Mandatory Pre-Qualifications Conference was held; and on January 17, 2017, a Non-Mandatory Technical Review Conference was held. On February 1, 2017, RAP received four proposals in response to the RFQ. The responders were:

- 1) Best Contracting Services, Inc.
- 2) Bravo Roofing Inc.
- 3) Chapman Coast Roof Co., Inc.
- 4) Exbon Development Inc.

The responders were required to provide evidence of their qualifications by meeting the following requirements:

Qualified Responders must have been in good standing with the California Contractor's License Board under a C-39 Roofing Contractors License for the last ten (10) years and must provide the following qualifications to meet the minimum requirement for this RFQ:

Provide a minimum of ten (10) new and/or retrofit roofing projects with a minimum of 10,000 square feet each. All projects must have been performed from May 2008 to present. All projects must have been performed in Los Angeles County.

Only one of the four responders, Chapman Coast Roof Co., Inc., submitted a responsive submittal to this RFQ. Three responders namely Best Contracting Services, Inc., Bravo Roofing Inc., and Exbon Development Inc., submitted a completed RFQ but failed to complete the Business Inclusion Program (BIP) outreach process. The following responders were disqualified because of the non-completion of the BIP process and/or non-submittal of the RFQ

BOARD REPORT

PG. 4 NO. 17-132

response (see Exhibit A).

- 1) Best Contracting Services, Inc.
- 2) Bravo Roofing Inc.
- 3) Exbon Development Inc.

The following responder met the minimum requirements for the RFQ for roofing construction, retrofit, maintenance and/or repairs as specified above.

Chapman Coast Roof Co., Inc.  
2301 E. Orangethorpe Avenue  
Fullerton, CA 92834

RFQ responses were evaluated for the minimum qualifications (as stated in RFQ Document). The minimum qualifications as set forth determined the responder's knowledge and experience to perform the terms and specifications of this Contract. It was found through review and verification by RAP staff that the aforementioned responder met and/or exceeded the minimum qualifications as set forth in the RFQ.

Once it was determined that the respondent had met all of the minimum qualifications, RAP staff verified with the references provided by the respondent. Questions were posed regarding respondent's ability to produce a quality product that met all necessary standards, in a timely manner. The business references were also asked whether the respondent was timely and effective in their correspondence with governing agencies. All of the references for the respondent who met our minimum qualifications responded favorably to these questions and highly recommended the respective respondent. It was then determined that the aforementioned respondent should be selected as a pre-qualified roofing repairs, maintenance, retrofit and/or construction contractor and eligible to bid on future RAP projects.

RAP is seeking authorization for Board President and Secretary to execute a contract with the qualified respondent, subject to City Attorney's and Mayor's approval. The selected pre-qualified contractor is recommended to the Board for a three-year contract, in an amount not-to-exceed an annual expenditure of Four Million Dollars (\$4,000,000.00) per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction 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. The contract awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 03/09). Funding for projects will be provided from various funding sources.

Although RAP staff is currently pleased with the qualifications of the respondent to whom we are recommending the award of this Contract, it was anticipated and desired to have multiple As-Needed Roofing Construction, Retrofit, Maintenance and/or Repair contractors on the pre-qualified list. In order to obtain more competitive bids for RAP projects, it will be beneficial to have additional contractors added to our pre-qualified list of Roofing Construction, Retrofit,

## BOARD REPORT

PG. 5 NO. 17-132

Maintenance and/or Repair contractors. Having more roofing contractors on a qualified list would allow RAP obtain competitive pricing on projects and efficient time management of maintaining and expanding the park system infrastructure at over 420 park locations and allow for more projects to be done simultaneously. Having a limited number of contractors on the qualified list will not create a competitive pricing environment and the contractors will likely reach their contract ceiling amount limit quickly and may be disqualified from all future work.

RAP staff has developed and is now ready to re-release, at the direction of the Board, a RFQ for Roofing Construction, Retrofit, Maintenance and/or Repairs substantially identical to the aforementioned RFQ approved by the Board in November 2016 (Report No. 16-230 – Exhibit B) In addition to outreach conducted via the Los Angeles Business Assistance Virtual Network, a robust outreach to the business community inviting bids will take place to increase the potential for participation in the RFQ process and heighten the potential for competitive bids on future work required by RAP. The Finance Division, which oversees RAP's roofing repairs, maintenance, retrofit and/or construction, has reviewed and provided input on the RFQ.

A Mandatory Pre-Qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the BIP as required by Executive Directive No. 14. Additionally, a Non-Mandatory Technical Review Meeting will be scheduled. Responses will be evaluated in two levels. The selected respondent/s will be recommended to the Board for contract/s with the contract term expiration date coinciding with the Roofing Construction, Retrofit, Maintenance and/or Repair contract proposed herein.

### FISCAL IMPACT STATEMENT

Executing this as-needed Contract has no impact to RAP's General Fund as funding will be identified on a per-project basis.

This Report was prepared by Gino Ogtong, Management Analyst II, reviewed by Robert Feld, Sr. Management Analyst I, Finance Division.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Contract with Chapman Coast Roof Co., Inc.
- 2) Exhibit A - RFQ Submittal Verification List
- 3) Exhibit B - Board Report No. 16-230

**CONTRACT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CHAPMAN COAST ROOF CO, INC.  
FOR AS-NEEDED ROOFING REPAIRS, MAINTENANCE, RETROFIT AND/OR  
CONSTRUCTION**

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 CHAPMAN COAST ROOF CO, INC., (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter collectively as "the PARTIES".

**RECITALS**

WHEREAS, The Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as "DEPARTMENT" owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for roofing repairs, maintenance, retrofit and construction services at various park facilities; and

WHEREAS, DEPARTMENT requires the services of an experienced and responsible contractor to perform roofing construction services at various park facilities; and

WHEREAS, on November 16, 2016, the Board of Recreation and Park Commissioners (referred to hereinafter as "BOARD") approved the release a Request for Qualifications ("RFQ") for roofing repairs, maintenance, retrofit and/or construction (Board Report No. 16-230); and

WHEREAS, the RFQ was released on November, 30 2016, and

WHEREAS, the contractor's submittals met the minimum requirements for the roofing repairs, maintenance, retrofit and/or construction services as specified on the RFQ; and

WHEREAS, DEPARTMENT requires the services of CONTRACTOR to provide as-needed roofing construction services; and

WHEREAS, CONTRACTOR has the necessary equipment and staff, possesses sufficient knowledge, expertise, and experience and is willing and able to provide the services requested by DEPARTMENT; and,

WHEREAS, the BOARD, as the contract awarding authority finds pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are professional and special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous

as it is necessary for the DEPARTMENT to be able to call on contractors to perform this 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, the BOARD, as the contract awarding authority finds pursuant to 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 DEPARTMENT to provide as-needed roofing construction services; and,

WHEREAS, the BOARD, as the contract awarding authority finds pursuant to 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 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 services; and,

WHEREAS, the BOARD, as the contract awarding authority finds pursuant to Charter Section 1022, that the work can be performed more economically or feasibly by independent contractors than by DEPARTMENT employees because the DEPARTMENT does not have available in its employ, personnel with sufficient time or the necessary expertise to undertake roofing repairs, maintenance, retrofit, and/or construction and related work in a timely manner, and therefore it is more feasible and economical and in the DEPARTMENT's best interest to secure these services by contract with CONTRACTOR 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

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:

CITY - The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the

Department of Recreation and Parks, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – Chapman Coast Roof Co., Inc., having its principal office located at 2301 E. Orangethorpe Avenue, Fullerton, CA 92834

## 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 are as follows:

CITY's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 North Figueroa Street, Executive Office, Suite 350  
Los Angeles, California 90012

With copies to:

Ramon Barajas, Assistant General Manager  
Planning, Construction and Maintenance Branch  
221 North Figueroa Street, Executive Office, Suite 350  
Los Angeles, California 90012

Telephone Number: (213) 202-2661  
Fax Number: (213) 202-2612

And

Jim Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91405

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

CONTRACTOR'S representative will be:

Dave Chapman  
Chapman Coast Roof Co., Inc.

2301 E. Orangethorpe Avenue,  
Fullerton CA 92834

Telephone Number: (714) 738-6611  
Fax Number: (714) 738-0143

### 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 if the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five (5) working days of the change.

## SECTION 2 - TERM OF CONTRACT

The term of this Contract shall be three (3) years, subject however to earlier termination by CITY as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## 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 Building Codes which may include but is not limited to the California "Green Book" Building Codes, Universal Building Codes, and the Los Angeles City Building Codes.
- B. The 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 CITY 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 Project Manager (Construction and Maintenance Supervisor or his/her designee) at all times during normal working hours. Avoiding contact with the Project Manager (Construction and Maintenance Supervisor or his/her designee) may result in suspension of work without extension of this Contract.
- D. CONTRACTOR's working hours must coincide with those of the

Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). The DEPARTMENT must first approve any deviation from these hours and/or work on weekends and/or holidays.

- E. The 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 Project Manager (Construction and Maintenance Supervisor or his/her designee) 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 shall be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be 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 shall be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Project Manager (Construction and Maintenance Supervisor or his/her designee) 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 reason, CONTRACTOR shall first notify the Project Manager (Construction and Maintenance Supervisor or his/her designee) in writing of CONTRACTOR's intent to do so, and shall further notify the Project Manager (Construction and Maintenance Supervisor or his/her designee) in writing of the date of re-starting operations.

- K. All work shall be completed to the satisfaction of the Project Manager (Construction and Maintenance Supervisor or his/her designee). Work will be considered complete only when signed off by the Project Manager (Construction and Maintenance Supervisor or his/her designee). Work shall be performed to the specifications as determined by the CITY.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension of the Contract.
- M. The Project Manager (Construction and Maintenance Supervisor or his/her designee) must approve any request for sub-contracting 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:

Roofing repairs, maintenance, retrofit and construction includes but is not limited to:

The design, engineering and construction of all new roofing systems, skylights, roof access hatch covers, roof drains and gutter systems for all municipal building structures. The type of roofing systems that may be used includes but is not limited to metal (Metal roof systems, standing seam, structural and architectural), torch down, self-adhered, hot mopped, tile (ceramic, concrete, clay), asphalt composition roofing shingle systems and tapered roof insulation systems. Roofing Maintenance and/or repairs may include minor or major repairs to existing roof systems throughout the City. Such retrofit may include the hazardous materials surveys and abatement, re-design and engineering of existing roofing systems and/or repairs to existing trust and/or roofing systems.

### SECTION 4 - SERVICES TO BE PROVIDED BY THE CITY

- 4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this Contract.
- 4.2 CITY 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 CITY representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Construction and Maintenance Supervisor 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 what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by the CITY until corrections are made.
- 5.4 If unacceptable service continues, or if the supplier receives three (3) or more such notices, the CITY 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 Four Million Dollars (\$4,000,000.00) 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 CITY 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 CITY before payment is made to CONTRACTOR.

### 6.3 Invoicing

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

CONTRACTOR shall submit invoices to:

Jim Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave  
Van Nuys, CA 91405

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. The City will not compensate CONTRACTOR for costs incurred in invoice preparation. The City may request changes to the content and format of the invoice and supporting documentation at any time. The City 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)

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

Executed this \_\_\_ day of \_\_\_\_\_

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 \_\_\_\_\_

CHAPMAN COAST ROOFING, CO.

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

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

Approved as to Form:

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

\_\_\_\_\_  
MICHAEL N. FEUER  
City Attorney

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

\_\_\_\_\_  
Deputy City Attorney

**RFQ SUBMITTAL VERIFICATION**

<b>CONTRACTOR</b>	<b>ADDRESS</b>	<b>COMPLETED BIP</b>	<b>SUBMITTED RFQ</b>
BEST CONTRACTING SERVICES, INC.	19027 S. HAMILTON AVENUE, GARDENA, CA 90248	NO	YES
BRAVO ROOFING INC.	126 VIKING AVENUE, BREA, CA 92821	NO	YES
CHAPMAN COAST ROOF CO. INC.	2301 E. ORANGETHORPE AVENUE, FULLERTON, CA 92834	YES	YES
EXBON DEVELOPMENT INC.	13831 NEWHOPE STREET, GARDEN GROVE, CA 92843	NO	YES

**APPROVED**  
**11-16-2016**  
**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

NO. 16-230

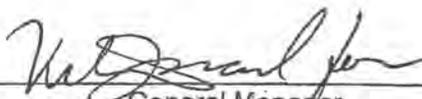
DATE November 16, 2016

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS -  
REQUEST FOR QUALIFICATIONS**

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>

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

Approved ✓                      Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_  
As Amended

RECOMMENDATIONS

1. Approve a proposed Request for Qualifications (RFQ) for ~~Fence Installation~~ <sup>Roofing Construction, Retrofit, Maintenance and/or Repairs</sup>, herein included as Attachment 1, for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year per awarded contract, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form;
3. Authorize Department of Recreation and Parks (RAP) staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Department of Recreation and Parks (RAP) is in need of roofing construction, retrofit, maintenance and/or repair service contracts, which current staffing provides on a limited basis; therefore, one or more roofing construction, retrofit, maintenance and/or repair contracts are required. There is a Citywide roofing contract with Best Roofing (Contract No. 59303), which RAP staff is currently using for various roofing projects. Historically, RAP roofing staff has had major challenges with the use of the Citywide contract. Such challenges include but are not limited to:

- 1) Contractor cannot specify a "turnkey" roofing system to be installed,
- 2) Contractor does not have a design and/or engineering option, and
- 3) There is no competitive bidding for RAP's roofing projects.

## BOARD REPORT

PG. 2

NO. 16-230

Since the specification on the Citywide roofing contract doesn't meet RAP needs, RAP staff has issued a Request for Qualification (RFQ) for As-Needed Roofing Repairs, Maintenance, Retrofit and/or Construction on November 20, 2013 (Report No. 13-288). There were two responses from Best Contracting Services, Inc. and Bravo Roofing, Inc. in which Bravo Roofing, Inc. (Contract 3503) was awarded for completing the RFQ and meeting the specification requirements (Report No. 14-164, June 26, 2014).

On February 17, 2016, RAP was granted permission to enter into a cooperative purchasing contract with Garland/Design Building Solution, Inc. for roofing construction, retrofit, maintenance and/or repair services (Report No. 16-057). With two roofing contractors, RAP would be able to obtain competitive pricing and efficient time management of maintaining and expanding the park system infrastructure at over 420 park locations under the jurisdiction of RAP.

All three contracts will be expiring within the next 12 months. RAP staff is requesting to issue a RFQ for Roofing Construction, Retrofit, Maintenance and/or Repair Services in order to establish a new list of roofing contracts before the current three (3) roofing contracts expire.

Staff is ready to release, at the direction of the Board, a RFQ to be advertised pursuant to Mayor's Executive Directive No. 14, which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's..." In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by RAP. The Planning, Construction and Maintenance Branch, which oversees the RAP's construction and maintenance projects, has reviewed and provided input on the RFQ.

A pre-qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14.

### Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualifications cannot be verified by RAP staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all compliance and submittal documents as required per City Ordinance. The responder must successfully pass Level I before staff can proceed to Level II.

If any responders are determined to be successful in meeting the City's minimum qualifications requirements pursuant to the Level I evaluation and submitted all required documents for Level II evaluation, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Branch, within the terms of this

## BOARD REPORT

PG. 3

NO. 16-230

contract. Projects will be awarded solely on the prices submitted by the vendors.

The selected responders will be recommended to the Board for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year, per contract. The contract amount is an estimate, and RAP guarantees no minimum amount of business or compensation and does not guarantee that the contract maximum amount will be reached. It is RAP's intent to allow other City Departments to piggyback on the contract. 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. Funding for projects will be provided from various funding sources.

### FISCAL IMPACT STATEMENT

Releasing the RFQ has no fiscal impact on RAP's General Fund as funding will be identified on a per-project basis.

This Report was prepared by Kai Wong, Management Analyst II.

### LIST OF ATTACHMENT(S)

- 1) Proposed Request for Qualifications

# REQUEST FOR QUALIFICATIONS



## City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

### ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS

**Mandatory Pre-Qualification Conference: TBD**  
**Non-Mandatory Technical Review Meeting: TBD**  
**Submission Deadline: TBD**

#### RESPONDENT'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed*

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

**TABLE OF CONTENTS**  
**CITY OF LOS ANGELES**  
**ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR**  
**REPAIRS**  
**REQUEST FOR QUALIFICATIONS**

- 1. Important Dates / License Requirements .....3
- 2. Respondents Check List.....4-5
- 3. Respondent Contact Information & Signature.....6
- 4. Introduction, General Instructions, Information, and Submittals for Respondents .....7-20
  - 1. Respondent Qualifications/ Evaluation.....12
  - 2. Required Documentation .....13
- 5. List of Forms.....21
  - A. Contractor Governmental Reference Sheet .....22
  - B. Contractor Key Employee Reference Sheet.....23
  - C. Project Qualification Form.....24
  - D. Information Release Form .....25
  - E. Certificate of Liability Insurance Form .....26-27
  - F. Applicants Declaration of Self-Insurance .....28
  - G. Out-Of-State Bidders .....29
  - H. Slavery Disclosure Ordinance Exemption Application .....30
- 6. List of Exhibits .....31-144
  - A. Specifications and Proposed As-Needed Contract Language
  - B. Insurance Information and Coverage Requirements
  - C. Compliance Document Package

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**REQUEST FOR QUALIFICATIONS FOR  
ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS  
VARIOUS WORK ORDER NUMBERS**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
FOUR MILLION DOLLAR (\$4,000,000.00) AMOUNT OF CONTRACT  
PER YEAR, PER CONTRACTOR, PER CONTRACT

**IMPORTANT DATES / LICENSE REQUIREMENTS**

**MINIMUM LICENSE REQUIREMENTS:**

California Contractor's License "C-39"(Roofing Contractor)

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on TBD, 2016 at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than **1:00 p.m. on TBD, 2016.**

Two (2) complete RFQ documents (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a third, unbound copy and a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for **ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS**  
– RESPONSE ENCLOSED

Name and Address of Firm

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

## RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p><b>COMPLETED, SIGNED ORIGINALS</b> The Response consists of <b>two (2) originals</b>, each set containing original initials and signatures, the complete RFQ document, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>A <u>scanned PDF electronic copy</u> have been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<hr/> <hr/> <hr/> <hr/>
<p><b>LICENSE INFORMATION</b> Professional license information is included.</p>	<hr/>
<p><b>RIGHT TO REJECT RESPONSES</b> In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<hr/>
<p><b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b> Respondent acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<hr/>
<p><b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b> Respondent has completed all requests for information and answered all questions.</p>	<hr/>
<p><b>NON-COLLUSION AFFIDAVIT</b> Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see Exhibit C)</p>	<hr/>
<p><b>MUNICIPAL LOBBYING ORDINANCE</b> Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See Exhibit C)</p>	<hr/>
<p><b>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS</b> Respondent has fully read and understood the "Introduction, Respondent's Instruction and Submittal" section of this RFQ.</p>	<hr/>
<p><b>COMPLIANCE DOCUMENT PACKET</b> Respondent has completed the checklist and all required items in the Compliance Document Packet attached in Exhibit C. <b>VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</b></p>	<hr/>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

ITEM DESCRIPTION	INITIALS
<b>FORM A – H INDEX</b>	
<b>FORM A: CONTRACTOR GOVERNMENTAL REFERENCE SHEET(S)</b> Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.	_____
<b>FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S)</b> Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.	_____
<b>FORM C: PROJECT QUALIFICATION FORM(S)</b> Respondent read, signed and submitted one completed form for each qualifying project.	_____
<b>FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED)</b> Respondent has read, signed, and submitted the Information Release Form.	_____
<b>FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED)</b> Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."	_____
<b>FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE</b> Complete and sign form or mark "Not Applicable."	_____
<b>FORM G: OUT-OF-STATE BIDDERS</b> Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."	_____
<b>FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION</b> Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."	_____
<b>EXHIBIT A-C INDEX</b>	
<b>EXHIBIT A: SPECIFICATIONS &amp; PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS</b> Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A).	_____
<b>EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS</b> Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.	_____
<b>EXHIBIT C: COMPLIANCE DOCUMENT PACKET</b> See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. <b>ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</b>	_____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

NAME OF RESPONDENT \_\_\_\_\_

RESPONDENT'S ADDRESS \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

➤ RESPONDENT'S TELEPHONE NUMBER \_\_\_\_\_

➤ RESPONDENT'S FAX NUMBER \_\_\_\_\_

➤ RESPONDENT'S EMAIL ADDRESS \_\_\_\_\_

➤ BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # \_\_\_\_\_

➤ RESPONDENT'S CHECK LIST

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

\_\_\_\_\_  
Initial

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

TITLE OR POSITION: \_\_\_\_\_

## INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, Internet service, or plan room distributor other than the Department of Recreation and Parks, Planning, Construction and Maintenance Branch to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months or one hundred eighty (180) days after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

**The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.**

### DESCRIPTION OF REQUESTED SERVICES

Roofing Construction, Retrofit, Maintenance and/or Repairs

### EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

**RAP CONTACT FOR INFORMATION AND ASSISTANCE**

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the Contract Administrator:

Jim Newsom  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 200  
Los Angeles, California, 90012

Phone: 213-202-2678  
Fax # 213-202-2612 (Cover sheet required)  
E-mail: jimmy.newsom@lacity.org

**MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend a pre-qualification meeting scheduled for TBD, 2016, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

**NON-MANDATORY TECHNICAL REVIEW MEETING**

The non-mandatory technical review meeting is scheduled for 9:30 a.m., TBD , 2016 at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefits.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

**SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than 1:00 p.m. on, TBD 2016 of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

## **REVIEW OF RESPONSES**

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

## **REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ**

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

## **RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES**

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

## **RFQ SUBMITTAL ITEMS**

Respondents must submit the following:

- **Two (2) complete original** RFQ Responses, AND
- A **scanned PDF electronic copy** of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Each original Response must include the RFQ document with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012**. All envelopes must show the contract title and the Responder's name and address, with **"RESPONSE ENCLOSED"** indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates/License Requirements". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED**. City staff will then review the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses plus the extra unbound copy and electronic copy as required may result in your Response being deemed non-responsive.**

### **USE OF CITY-ISSUED FORMS**

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

### **SIGNATORIES AND SIGNATURE BLOCKS**

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with the Response may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures; One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **LICENSE INFORMATION**

Respondent shall provide on page 1 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

## **PROTEST PROCEDURES**

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests are received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

## **RESPONDENT QUALIFICATIONS/EVALUATION**

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

## **DEFINITIONS:**

The design, engineering and construction of all new roofing systems, skylights, roof access hatch covers, roof drains and gutter systems for all municipal building structures. The type of roofing systems that may be used includes but is not limited to metal (Metal roof systems, standing seam, structural and architectural), torch down, self adhered, hot mopped, tile (ceramic, concrete, clay), asphalt composition roofing shingle systems and tapered roof insulation systems. Roofing Maintenance and/or repairs may include minor or major repairs to existing roof systems throughout the City. Such retrofit may include the hazardous materials surveys and abatement, re-design and engineering of existing roofing systems and/or repairs to existing trust and/or roofing systems.

## **MINIMUM QUALIFICATIONS:**

**General Requirements all Respondents MUST meet:**

**Years in Business:** Unless otherwise stated, qualified Responders must have been in good standing with the California Contractor's License Board under a "C-39" Roofing Contractors License for the last ten (10) years. Projects must have been performed in the State of California with valid California Contractors Licenses. Respondents must have directly managed and/or performed 85% of the work. The work must have been performed under a California Contractor's License "C-39" (Roofing Contractor) and in good standing at the time of work. Respondents must provide the following qualifications to meet the minimum requirement for this RFQ:

- \* Provide a minimum of ten (10) new and/or retrofit roofing projects with a minimum of 10,000 square feet (SF) each. All projects must have been performed from May 2008 to present. All projects must have been performed in Los Angeles County.**

**All Qualification projects must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.**

**IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**Office Locations:** Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

**Compliance History:** All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

- 1) Respondents must have current licenses and be in good standing with The California State License Board as follows:
  - a) California Contractor's License "C-39" (Roofing Contractor)
- 2) Must meet all current bonding requirements with the City of Los Angeles.

**REQUIRED DOCUMENTATION:**

a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)

- (1) Provide a brief narrative on the firm's history, organizational structure and years in business;
- (2) Discuss the firm's ability to provide the scope of work or range of services identified in this RFQ;
- (3) Identify the locations and sizes of the corporate headquarters and branch offices;
- (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).

b. Professional Experience and Qualifications

- A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
- B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).
- C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.

3. Performance Bond

A Performance Bond may be required once a project is awarded to CONTRACTOR: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Jim Newsom, 202 North Figueroa Street, Suite 200, Los Angeles, CA 90012.

**NOTE:** Bonds must also be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

4. Relevant Project Experience

**All qualifications MUST be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.**

**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS**

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

**COMPLIANCE DOCUMENTS**

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder’s Signature Declaration and Affidavit (Section IA of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section LB of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section LC of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section LD of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section LE of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section LF of Exhibit C)

Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

- **Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	8%
DVBE Participation:	3%

- **Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)**  
Please read the instructions in Exhibit C, Section H.
- **Los Angeles Residence Information (Section I.I of Exhibit C)**
- **Reporting Requirements After Award of Contract (Section I.J of Exhibit C)**
- **Equal Employment Practices Certification (Section I.K of Exhibit C)**
- **Child Care Policies (Section I.L of Exhibit C)**
- **Iran Contracting Act of 2010 (Section I.M of Exhibit C)**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within 10 calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- Equal Benefits Ordinance Statement
- City-approved Proof of Insurance
- City-approved Performance Deposit
- First Source Hiring Ordinance
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit

Failure of the successful Respondent to submit all the required documents in section 'n' through 'v' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

**LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS**

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

**AFFIRMATIVE ACTION PLAN**

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

**PREVAILING WAGES**

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please

**IMPORTANT -- RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

**CONTRACTOR RESPONSIBILITY ORDINANCE**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **INSURANCE REQUIREMENTS**

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

## **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

**CONTRACTOR PARTICIPATION**

The awarded Contractor shall perform 85% of the total portion of all projects awarded to its own organization. Contractor may subcontract up to 15% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

**COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

**SAFETY ORDERS**

The 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, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

**SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C. Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

# FORMS A – H INDEX

<b>A. Forms.....</b>	<b>22</b>
1. Contractor Governmental Reference Sheet .....	23
2. Contractor Key Employee Reference Sheet.....	24
3. Project Qualification Form.....	25
4. Information Release Form .....	26
5. Certificate of Liability Insurance Form .....	27-28
6. Applicants Declaration of Self-Insurance.....	29
7. Out-Of-State Bidders .....	30
8. Slavery Disclosure Ordinance Exemption Application .....	31

**FORM A**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**

**CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (include Area Code) \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM B**

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**

**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM D**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**DEPARTMENT OF RECREATION AND PARKS**

**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Firm's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

# FORM E

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSURED / LTR / BOARD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex 200/1000) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/DP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex 200/500k) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: Agg \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS DTR-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

<b>CERTIFICATE HOLDER</b> City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

**IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FORM F**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

City of Los Angeles

**Applicant's Declaration of Self-Insurance**

It is hereby **RESOLVED** that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

- To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
- During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
- To notify the cognate City Agency/Bureau immediately of any claim, judgment, settlement award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

The Undersigned hereby declares that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear herein are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 208 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012 for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_ (Print name and title)

Telephone \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
--------------------	---

**IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM G**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: \_\_\_\_\_

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

**FORM H**

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

**SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION**

**SDO EXEMPTION**

**CITY OF LOS ANGELES**

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:	
Company Address:		
City:	State:	Zip:
Purpose:	BAYN Contract ID:	
Start Date:	End Date:	Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

- The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.
- The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved:	Not Approved. (See attached memorandum.)
OCC Analyst:	Date:

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States, and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

Form OCC/SDO-2 (08/11)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBITS A – C INDEX

B.	<b>Exhibits</b> .....	32
A.	Specifications and Proposed As-Needed Contract Language.....	33-46
B.	Insurance Information and Coverage Requirements.....	47-49
C.	Compliance Document Package .....	50-145

## EXHIBIT A

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

### ***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS.***

These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFO.

#### **ARTICLE 1**

##### **SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

#### **ARTICLE 2**

##### **SPECIFICATIONS**

##### **PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

#### **ARTICLE 3**

##### **LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

#### **ARTICLE 4**

##### **MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

## **EXHIBIT A**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

### **ARTICLE 5**

#### **NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

### **ARTICLE 6**

#### **ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

### **ARTICLE 7**

#### **DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

### **ARTICLE 8**

#### **LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License:  
a) "C-39" (Roofing Contractor)

### **ARTICLE 9**

#### **TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

### **ARTICLE 10**

#### **CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Four Million Dollars (\$4,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction 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.

### **ARTICLE 11**

#### **TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

### **ARTICLE 12**

#### **SUBCONTRACT APPROVAL**

## EXHIBIT A

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

### 12.1 SUBLETTING AND SUBCONTRACTORS

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
    - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
  3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
  4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
  5. All requests for approval of Subcontractors must contain the following information:
    - A. Project Name
    - B. Project Work Order Number
    - C. Subcontractor's Name
    - D. Subcontractor's Business Address
    - E. Subcontractor's Business Phone Number
    - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)

## EXHIBIT A

### Request for Qualifications:

#### Roofing Construction, Retrofit, Maintenance and/or Repairs

- G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
  7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
  8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
  9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
  10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
  11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

## 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.

## EXHIBIT A

### Request for Qualifications: Roofing Construction, Retrofit, Maintenance and/or Repairs

- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

### 12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.

## EXHIBIT A

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

## ARTICLE 13

### PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

## ARTICLE 14

### PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

---

### 14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right

**EXHIBIT A**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15  
WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

**ARTICLE 16  
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17  
REPRESENTATIVES FOR THE PARTIES  
CONTRACTOR'S REPRESENTATIVE**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**PERSON TO CONTACT FOR CONSTRUCTION SERVICES:**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**

**Jim Newsom**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
**6335 WOODLEY AVE**  
**VAN NUYS, CA 91406**  
**Phone: (818) 756-9294**  
**Fax # (818) 980-9786 (Coversheet Required)**

**E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)**

## **EXHIBIT A**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

### **ARTICLE 18 CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

### **ARTICLE 19 INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

### **ARTICLE 20 OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

### **ARTICLE 21 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

### **ARTICLE 22 SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

### **ARTICLE 23 FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

### **ARTICLE 24 SEVERABILITY**

## EXHIBIT A

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

### **ARTICLE 25** **GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

### **ARTICLE 26** **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

### **ARTICLE 27** **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 1461R Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

#### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

#### **27.2 Insurance**

##### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 1461R\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable

## **EXHIBIT A**

### **Request for Qualifications:**

#### **Roofing Construction, Retrofit, Maintenance and/or Repairs**

to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

## **ARTICLE 28**

### **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

## **ARTICLE 29**

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

## **ARTICLE 30**

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

#### **"General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
  - a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;

## EXHIBIT A

### Request for Qualifications:

#### Roofing Construction, Retrofit, Maintenance and/or Repairs

- b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
  3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account

## **EXHIBIT A**

### **Request for Qualifications:**

#### **Roofing Construction, Retrofit, Maintenance and/or Repairs**

referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **4. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

#### **ARTICLE 31**

##### **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

#### **ARTICLE 32**

##### **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

#### **ARTICLE 33**

##### **CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

#### **ARTICLE 34**

##### **CLEAN AIR/CLEAN WATER**

## **EXHIBIT A**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### **ARTICLE 35**

#### **ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

### **ARTICLE 36**

#### **SAFETY REQUIREMENTS**

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 construction activities as well as safety requirements thereof, for each as-need project awarded.

### **ARTICLE 37**

#### **ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBIT B**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Form Gen 146 (Rev. 1/04)

**Required Insurance and Minimum Limits**

Name: \_\_\_\_\_ Date: 10/05/2016

Agreement/Reference: RFQ - Roofing Construction, Retrofit, Maintenance and/or Repairs

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

	Limits									
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 10%; text-align: right;">WC</td> <td style="width: 20%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td style="padding-left: 20px;"><input checked="" type="checkbox"/> Waiver of Subrogation in favor of City</td> <td style="padding-left: 20px;">EL</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Longshore &amp; Harbor Workers Jones Act</td> <td colspan="2"></td> </tr> </table>		WC	<u>Statutory</u>	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	EL	\$1,000,000	<input type="checkbox"/> Longshore & Harbor Workers Jones Act		
	WC	<u>Statutory</u>								
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	EL	\$1,000,000								
<input type="checkbox"/> Longshore & Harbor Workers Jones Act										
<input checked="" type="checkbox"/> <b>General Liability</b>	\$1,000,000									
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	<input type="checkbox"/> Sexual Misconduct									
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, unless then consuming to/from work)	\$1,000,000									
<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	\$1,000,000									
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>										
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)										
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk									
<input type="checkbox"/> <b>Pollution Liability</b>										
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price									
<input type="checkbox"/> <b>Crime Insurance</b>										

Other: General Notes:

1) If a contractor has no employees and decides to not cover themselves for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://aacity.org/cao/risk/insuranceForms.htm>.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT C

# COMPLIANCE DOCUMENTS

## REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 200  
Los Angeles, CA 90012  
Telephone: (213) 202-2678  
Fax: (213) 202-3214  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2016



**DEPARTMENT OF RECREATION AND PARKS**

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR QUALIFICATIONS**  
**TABLE OF CONTENTS**

<b><u>SECTION I – Compliance Documents to be submitted by All Respondents</u></b>		<b>Initial</b>
A.	Respondent’s Signature Declaration and Affidavit	_____
B.	Disposition of Proposals	_____
C.	Certification of Compliance with Child Support Obligations	_____
D.	Contractor Responsibility Ordinance Statement	_____
E.	Contractor Responsibility Ordinance – Pledge of Compliance	_____
F.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	_____
G.	Business Inclusion Program	_____
H.	Municipal Lobbying Ordinance/Bidder Certification – CEC Form	_____
I.	Los Angeles Residence Information	_____
J.	Reporting Requirements after Award of Contract	_____
K.	Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)	_____
L.	Equal Employment Practices Certification	_____
M.	Child Care Policies	_____
N.	Iran Contracting Act of 2010	_____
O.	Americans with Disabilities Act Certification	_____
<b><u>SECTION II – Compliance Documents to be submitted by Potential Awardees</u></b>		
P.	Business Tax Registration Certificate	_____
Q.	Affirmative Action Plan	_____
R.	Slavery Disclosure Affidavit	_____
S.	City-Approved Proof of Insurance	_____
T.	City-Approved Performance Bond	_____
U.	Form W-9, Request for Taxpayer Identification Number (TIN) and Certification	_____
V.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms	_____
W.	Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit	_____



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

**Individual:**(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

**Partnership:**At least ONE General Partner must sign the affidavit.

**Corporation:** It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_  
being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_ (Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of \_\_\_\_\_  
(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED,  
INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.

**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposerDate

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Office or Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Telephone Number

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

**CITY OF LOS ANGELES**

**CONTRACTOR RESPONSIBILITY ORDINANCE**

**(Los Angeles Administrative Code Section 10.40 et seq.)**

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarding a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

**3. Who is responsible for the administration and enforcement of the Ordinance?**

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Struzella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

**18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

**(1) Agreements exempt from all the CRO requirements:**

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

**(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.**

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY  
QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of incorporation: \_\_\_\_\_  
List the corporation's current officers.  
President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.  
List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes  No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes  No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes  No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

The responses in this Questionnaire will not be made available to the public for review. This is not a public document.  
[CPCC §20101(a)]

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect

Legally Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1; \_\_\_ YR 2: \_\_\_ EMR-2; \_\_\_ YR. 3: \_\_\_ EMR-3:

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.  
 Check the box if you have not had any similar contracts in the last five years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?  
 Yes  No
- (b) Work performance on a contract?  
 Yes  No
- (c) Employment-related litigation brought by an employee?  Yes  No

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check Yes to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

**ATTACHMENT B FOR SECTIONS D THROUGH I**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs  
RFQ EXHIBIT C  
CONSTRUCTION**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice LOCAL**

**ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**SECTION E**

**CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:  
<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs**

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty ( 30 ) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**SECTION F**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soc&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soc&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

**CITY OF LOS ANGELES****LIVING WAGE ORDINANCE****(Los Angeles Administrative Code Section 10.37 et seq.)****1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

**11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

**12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
    - a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
    - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
    - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
    - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
    - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
      - (1) The assistance given in a 12-month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
      - (2) The assistance is not for economic development or job growth.
    - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
  2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
    - a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to

Child Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children twelve (12) years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).  
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO –DEPARTMENTAL EXEMPTION APPLICATION EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessors, licensees, sublessors and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If YES, state the name of your Prime Contractor:</i> _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>• A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>• The exemption is valid for all employees except Child Care Workers.</li> <li>• Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>• Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>• This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:                             <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ _____</li> </ol> </li> <li>3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.
I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Date _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

**LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION**  
OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

**EXEMPTION INFORMATION:**

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Date _____
Phone # _____	

**ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDING DEPARTMENT USE ONLY:**

Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
-------------	---------------------	----------------------	-------------------

**OCC USE ONLY:**

Approved / Not Approved – Reason: \_\_\_\_\_

By OCC Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least t w e l v e ( 12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES**  
**BUSINESS INCLUSION PROGRAM (BIP) FOR A**  
**REQUEST FOR QUALIFICATIONS (RFQ)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFQ
WBE Participation:	See RFQ
SBE Participation:	See RFQ
EBE Participation:	See RFQ
DVBE Participation:	See RFQ

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least 10% or more, and the veteran must reside in California.
8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600      FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960      FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. **Business Inclusion Program Outreach documentation:** The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. **Subcontract:** For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. **Subconsultant:** An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. **Vendor and/or supplier:** A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

**C. BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

***Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.***

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
---	---

The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
---	--------------------------------

The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

***Required Documentation:*** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
---	---

The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

<b>4</b>	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
----------	--

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person’s name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ

submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
---	--

The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

6	NEGOTIATED IN GOOD FAITH
---	--------------------------

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
---	---

Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

**1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)**

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

**2. Task Work Order List of Subconsultants (Schedule B)**

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

**3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)**

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

**SECTION H**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



City Council Commission  
300 01 Spring Street  
City Hall — 34th Floor  
Los Angeles, CA 90012  
Mail Stop 139  
(213) 874-1950

## **Bidder Certification CEC Form 50**

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
- (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
- (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
- (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
- (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
- (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
- (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
- (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
- (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
- (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within

The City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT** ▲

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (BCWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date

**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.



	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90042 (213) 875-1668 ethics@city.org	<h2 style="margin:0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin:0;">Form 55</h3>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p>		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable): _____	Date Bid Submitted: _____	
Description of Contract (type of RFP and services to be provided): _____		
City Department Awarding the Contract: _____		
<h3>BIDDER INFORMATION</h3> Name: _____ Address: _____ Email: _____ Phone: _____		
<h3>SCHEDULE SUMMARY</h3> <p><i>Please complete all three of the following:</i></p> <p>1. <b>SCHEDULE A — Bidder's Principals</b> (check one)</p> <p><input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).</p> <p><input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.</p> <p>2. <b>SCHEDULE B — Subcontractors and Their Principals</b> (check one)</p> <p><input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).</p> <p><input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.</p> <p>3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>		
<h3>BIDDER'S CERTIFICATION</h3> <p><i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i></p> Date: _____ Signature: _____ Name: _____ Title: _____		





Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 578-1666  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

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

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

Address: \_\_\_\_\_

SECTION L

NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION 

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

## CITY OF LOS ANGELES

### NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

#### I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification – The Contractor by its signature  
affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

ADDRESS

---

NAME AND TITLE (TYPE OR PRINT)

---

CITY, COUNTY, STATE, ZIP

---

TELEPHONE/E-MAIL

**SECTION M**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

### **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** – Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds,

**Request for Qualifications:**

**Fence and Wall Installation, Maintenance and/or Repairs**

goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS**  
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE**  
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS**  
Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**  
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

- K. START-UP OF A SELF-SUPPORTING CENTER**  
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.
- L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**  
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. FLEXIBLE WORK HOURS**  
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.
- N. FLEXIPLACE/WORK-AT-HOME**  
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. PERMANENT PART-TIME/JOB SHARING**  
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE**  
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. UNPAID PARENTAL LEAVE**  
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**  
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. All bidders and proposers are required to complete the attached **Certification of Compliance with Child Support Obligations**. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.

**CITY OF LOS ANGELES  
VENDOR CHILD CARE POLICY PROGRAM  
CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

**Part One** YES    NO  
**DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?**       
 If YES, please attach a copy

**Part Two**       
**DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?**  
 If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

**I HAVE READ AND COMPLETED:**

(Signed) _____	(Date) _____
----------------	--------------

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: _____	Expiration Date: _____
-------------------	------------------------

50-184 (11/89)

**SECTION N**

**IRAN CONTRACTING ACT OF 2010**

in accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(g)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing ONE (1) of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected Proposer**

**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER										FUND		CLASS			

New Format:

ACCOUNT NUMBER														FUND		CLASS		

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

--	--	--	--	--	--	--	--	--	--

Explanation:

SECTION Q

AFFIRMATIVE ACTION PLAN

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**SECTION R**

**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION 8**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**SECTION T**

**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION U**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE  
ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LW-5

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Awarding Department:	
4. Project Name:	
<p><b>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</b></p>	

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- **At least 12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- **At least 10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- **Making less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacounty.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Type of Service Provided by Subcontractor to Prime:	
4. Amount of Subcontract:	Subcontract Start Date: _____ End Date: _____
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.	
Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

**LWO – EMPLOYEE INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name:
2. **STATE** the number of employees working **ON THIS CITY CONTRACT:**
3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under **THIS CITY CONTRACT.**
4. **INDICATE** (highlight, underline) on the payroll which employees are working **ON THIS CITY CONTRACT.**
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?       Yes     No    If YES:
  - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

**LWO – SUBCONTRACTOR INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

RFQ EXHIBIT C

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution.  
**INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

**SECTION II: SUBCONTRACTOR INFORMATION**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)							
PART A			PART B				
			CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:				
			I 501 (c)(3)	II One- Person Contractor	III CBA <sup>2</sup>	IV Occupational License <sup>2</sup>	V Small Business <sup>2</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>							
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.							
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.							
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED				
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
Occupational license required Collective bargaining agreement w/supersession language			LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
Governmental Entity			NONE REQUIRED.				
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>							
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.							
1) Employee Information Form			LW 6 - <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
2) Subcontractor Information Form			LW 18 - <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - <a href="http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nid=es&amp;nid_body=dlv_occ_lwo_forms.cfm</a>				
<b>SECTION V: SIGNATURE</b>							
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.							
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____				
Title _____		Phone # _____		Date _____			
<b>AWARDING DEPARTMENT USE ONLY:</b>							
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____	

**ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

- Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
  - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.
- One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.
  - (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.
- Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.
- Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

- (i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

- (ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
- (iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

- <sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

# LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

## EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

3. Are you a Subcontractor?    Yes    No    If YES, state the name of your Prime Contractor:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises):

5. STATE the total number of businesses you have inside the City of Los Angeles premises only:

**SECTION I: BUSINESS INFORMATION**

**CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:**

**PART A**

**PART B:**

**SUPPORTING DOCUMENTATION REQUIRED**

I am a lessee or licensee beginning my first year of operation as a business.

None Required.

I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.

ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).

I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.

ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY boxes in PART A, continue to Section II.

**SECTION II: EMPLOYEE INFORMATION**

**CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:**

**PART C**

**PART D:**

**SUPPORTING DOCUMENTATION REQUIRED**

I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises).

Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.

My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.

**OR**  
Payrolls for the nine (9) months you would like to have reviewed.

If you DID NOT check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR**

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

**OCC USE ONLY:**

Approved/Not Approved - Reason: \_\_\_\_\_

By OCC Analyst: \_\_\_\_\_

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



**SECTION V**

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

**SDO COMPLIANCE**

**CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LARAVN ( www.laravn.org ) before a Contract or Contract Amendment can be executed. This Affidavit must only be submitted once on LARAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2600; E-mail: [bca.eeoo@lacity.org](mailto:bca.eeoo@lacity.org)

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS**

1. I, Jon Doe am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>10728</u>			
<u>BAVN Company ID</u>	<u>ADVERT</u>		
<u>Jon Y Lee - HIA TEST COMPANY</u>			
<u>Company Name</u>			
<u>1234 N Main St</u>	<u>Los Angeles</u>	<u>AL</u>	<u>70012</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>2135551888</u>	<u>test@bca0.lima</u>		
<u>Phone</u>	<u>Email</u>		

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profits is required and should be sent to [bca.eeoo@lacity.org](mailto:bca.eeoo@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Excluded Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoo@lacity.org](mailto:bca.eeoo@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requester for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

<u>Jon Doe</u>	<u>23 July, 2016</u>
Signature	Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION W

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/FIRST SOURCE HIRING  
ORDINANCE**

**Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (!) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

**EBO/TSHO COMPLIANCE**

**City of Los Angeles**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (310) 847-2623 E-mail: [hca.ebo@cityofla.org](mailto:hca.ebo@cityofla.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LADC) Section 10.8.2.1 or any other to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAYN Company ID:	10786	EDM/TEN:	
Company Name:	J and Y Inc - JTA TEST COMPANY		
Company Address:	1224 N Main St		
City:	Los Angeles	State:	AL
		Zip:	90012
Contact Person:	Tom Doe	Phone:	2135551888
		E-mail:	tom@jandyt.com
Approximate Number of Employees in the United States:	10		
Approximate Number of Employees in the City of Los Angeles:	3		

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry administered by the employer or at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business accessible to employees and applicants for employment:

**"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."**

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understood the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose as the affected unions that they incorporate the requirements of the EBO into their CBA upon negotiation, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs  
RFQ EXHIBIT C**

Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EEO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://lca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://lca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; initiate due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EEO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:**

Jon Doe  
Signature

26 July, 2016  
Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

EA-VN-EEO/FSHO (05/2016)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**BOARD REPORT**

NO: 17-133

DATE May 17, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 – SECTION 1G  
(OTHER SPECIAL FUNDED POSITIONS)**

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

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Amend Personnel Resolution No. 10461 effective immediately as follows:

Section 1G – Other Special Funded Positions

ADD

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
2	1513	Accountant – Planning – Quimby/Park Fees
1	1358	Administrative Clerk – Greek Theatre – Greek Theatre Operations
1	7246-4	Civil Engineering Associate IV – Planning – Quimby/Park Fees
2	9184	Management Analyst – Planning – Quimby/Park Fees
1	2464-1	Principal Recreation Supervisor I – Greek Theatre – Greek Theatre Operations
1	9171-2	Senior Management Analyst II – Planning – Quimby/Park Fees

SUMMARY

On December 14, 2016, the Board approved Board Report No. 16-248 that, in part, established a new Special Funds Account in Department 89, Fund 302, with "Park Fee Program Administration" as the Account Name. This account was established so that three percent (3%) of collected Quimby/Park Fees (hereinafter referred to as "Quimby Fee" or "Quimby Fees") could be deposited in the account and used to fund administrative costs incurred by the Department of Recreation and Parks (RAP) pursuant to Section 12.33.J.1 of the *Park Dedication and Fee Update Ordinance* (Ordinance No. 184,505). Management of the Planning Division has identified the need to establish the following six (6) positions whose salaries can be paid for by the Park Fee Program Administration account:

Two (2) Accountant, Code 1513, positions will carry out the professional accounting work involved in the analysis, preparation, maintenance, control, and reconciliation of financial records and reports related to the collection and expenditure of Quimby Fees.

## BOARD REPORT

PG. 2 NO. 17-133

One (1) Civil Engineering Associate IV, Code 7246-4, position will interface with City staff, consultants, and regulatory and permitting agencies on proposed land dedications, parkland acquisitions, and park capital improvement projects; review developer applications for tentative tract maps and parcel maps to ensure accuracy and compliance with the rules and regulations applicable to Quimby Fee projects; and provide professional and technical support on Quimby Fee projects, RAP special projects, and related hazard mitigation and resource management efforts.

Two (2) Management Analyst, Code 9184, positions will develop, prepare, and track contracts for projects funded by Quimby Fees and other sources; review, process, and approve purchase orders, work orders, and expenditure authorizations for Quimby Fee projects; coordinate with RAP accounting and financial staff on processing the final acceptance of Quimby Fee projects and assist in completing and submitting associated project close-out reports; and, in collaboration with RAP planning, real estate, and environmental staff, prepare reports requesting the allocation of funds to acquire parkland and carry out park capital improvement projects with Quimby Fee funding.

One (1) Senior Management Analyst II, Code 9171-2, position will manage and oversee the Quimby Fee program for RAP; analyze and recommend the establishment and preparation of policies, procedures, and processes for managing and administering the Quimby Fee program; serve as RAP's point-of-contact and liaison with other City departments, offices, and agencies for all Quimby Fee-related issues; and supervise and direct the Quimby Fee program support staff.

Management of the Greek Theatre has requested the following two (2) positions be established whose salaries can be paid for by another Department 89 Special Funds Account (Fund MG01 of Account 57T which is also known as the "Greek Theatre Operations" account):

One (1) Administrative Clerk, Code 1358, position will provide needed clerical support to RAP's administrative operation of the Greek Theatre.

One (1) Principal Recreation Supervisor I, Code 2464-1, position will maintain good relations with stakeholders in the community surrounding the Greek Theatre and with other interested parties; research, analyze, develop, and meet the Greek Theatre's short and long-term facility needs; and develop and coordinate recreational programs to be offered the public prior to and following the Greek Theatre's regular concert season.

This Report has been reviewed by staff of the Office of the City Administrative Officer.

### FISCAL IMPACT STATEMENT

Approval of this Board Report will not have a fiscal impact on RAP's General Fund given the salaries of these positions will not be paid from the General Fund budget but by special funds.

This Report was prepared by Harold T. Fujita, Director, Human Resources Division.

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>
--	--	-----------------------------

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