

APPROVED

FEB 03 2022

BOARD REPORT

NO. 22-020

DATE February 03, 2022

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD OF RECREATION AN

SUBJECT: PROPOSITION 68 ROUND THREE GRANT AWARD FOR EL SERENO ARROYO PLAYGROUND EXPANSION; APPROVAL TO TERMINATE GRANT AGREEMENT AND TRANSFER THE GRANT AWARD TO THE TRUST FOR PUBLIC LAND

AP Diaz \_\_\_\_\_ M. Rudnick \_\_\_\_\_
H. Fujita \_\_\_\_\_ C. Santo Domingo \_\_\_\_\_
J. Kim \_\_\_\_\_ \*N. Williams NDW

M. Slue
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President \_\_\_\_\_ Board Secretary \_\_\_\_\_

RECOMMENDATIONS

- 1. Approve the termination of the Grant Agreement C9801056 between the California Department of Parks and Recreation (State Parks) and the City of Los Angeles, Department of Recreation and Parks (RAP), attached as Attachment 1(Grant Agreement), subject to the final approval of State Parks;
2. Approve the transfer of the State Parks Proposition 68 Round 3 grant award for the El Sereno Arroyo Playground Expansion project (Grant) as awarded under the Grant Agreement from RAP to The Trust for Public Land (TPL), subject to the final approval of State Parks including its approval of the termination of the Grant Agreement and its approval of the submission of any documents (including any lease documents) necessary for such transfer;
3. Rescind the approval of the resolution attached hereto as Attachment 1, which was previously approved by the Board of Recreation and Park Commissioners (Board) through Board Report 19-165, such rescission to be effective upon termination of the Grant Agreement;
4. Approve the Resolution attached as Attachment No. 2 to this Report (Non-Profit Resolution) and recommend City Council adopt such Non-Profit Resolution supporting the transfer of the Grant to TPL;
5. Approve the proposed Donation Agreement with TPL substantially in the form attached as Attachment No. 3, setting forth the roles and responsibilities of TPL and RAP in connection with the development of the Grant project, the funding and construction for which would be undertaken by TPL with the contemplated transfer of the project to RAP for operation and maintenance upon completion of the project, and authorize RAP's General Manager to execute such Donation Agreement subject to Mayor and City Council approval, City Attorney approval as to form, and final approval by State Parks of the transfer of the Grant to TPL;

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6. Direct RAP staff to transmit a copy of the Non-Profit Resolution and Donation Agreement 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, pursuant to the Los Angeles Administrative Code Section 14.6 *et seq.* as may be amended;
7. Authorize the General Manager or Chief Financial Officer to make any technical changes to this report to affect the termination of the Grant Agreement and the transfer of the Grant from RAP to TPL as may be required by State Parks.

### SUMMARY

On June 5, 2018, Proposition 68 (Prop 68) was passed by a majority of California voters to fund a \$4.1 billion “California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor for All Act of 2018”. The purpose of Prop 68 is to fund state and local parks, beaches, environmental protection and restoration, water infrastructure, and flood protection projects. A total of \$650,275,000 of Prop 68 funds have been dedicated to the Statewide Park Development and Community Revitalization Program (SPP).

On January 29, 2019, the State released the initial notice of funding availability for the Prop 68 SPP, which the state calls the “2019 Round”, in the amount of \$254,942,000 to be awarded to communities across the State. This grant program competitively awards grants for the creation of new parks, boundary expansion and improvement of existing parks, or the renovation of recreation features at existing parks. Prop 68 SPP funding is limited to parks located in areas that either lack adequate park space of 3 acres per 1000 persons or have significant poverty with an average annual household level income below \$51,026. Prop 68 SPP 2019 Round applications were due August 5, 2019.

RAP staff sought approval by the Board in Board Report (BR) 19-097 to submit 23 applications to the California State Parks Office of Grants and Local Services (State Parks) \. On August 7, 2019, RAP staff returned to the Board with BR 19-165, to finalize all grant scopes and resolutions required by State Parks. In BR 19-165 staff indicated a correction to the earlier report on the projects. On June 5, 2019, (Report No. 19-097), the Board authorized RAP staff to submit Prop 68 SSP applications for 20 projects on the condition that RAP staff return to the Board with a finalized project scope, an estimated project cost, and a Resolution for each project application. At the time of that Board action, Los Angeles Initiative (LANI), Los Angeles Neighborhood Land Trust (LANLT) and The Trust for Public Land (TPL) were identified as non-profit partnering entities that would each apply for one project each, for a combined total of 23 project applications to be submitted by RAP and its partnering agencies.

Following the Board’s action on June 5, 2019, RAP staff was notified that the TPL project, known as the El Sereno Arroyo Playground Expansion project should be identified as a project RAP would apply for, and not TPL. Instead, TPL indicated it would work directly with RAP to expand and develop the El Sereno Playground Expansion project parcel with RAP as the applicant for Prop 68 SPP funds for the project. TPL has already received other grant funds totaling \$399,000 towards the design and development of the parcel, and TPL did not at the time have additional resources to take on the project. This correction was made in the report (BR 19-165) presented to the Board on August 7, 2019. Recently, TPL received additional funding in the amount of

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\$120,000.00 to be used exclusively towards capital development efforts to integrate the new expansion portion of the park into the existing park El Sereno Arroyo Playground community park. This work includes the grading, irrigation, fence-work, and landscaping.

TPL was instrumental in conducting community engagement, crafting Grant project scope elements, and assisting RAP with the development of the overall Grant application. TPL was the project lead on the initial development of El Sereno Arroyo Playground Expansion project and established a strong working relationship with the community during that project. During the State Park visit to view the project prior to the award, the community met with State officials to express their continued support of the project and to voice strong commitment and support to continue the work TPL proposed in the expansion of the park.

RAP applied for and was awarded the Prop 68 grant for El Sereno Arroyo Playground Expansion on March 20, 2020. The original Grant Contract, C9801056 was executed on April 10, 2020. On September 15, 2020, the Grant Agreement was amended to extend the Grant performance date from the period of July 1, 2018, to June 30, 2022, to the period of July 1, 2018, to June 30, 2024, included as Attachment No. 1 to this Report.

The El Sereno Arroyo Playground is located at 5520 Concord Ave, Los Angeles, CA 90032. The expansion project is located immediately adjacent to and about 450 feet to the northeast along Concord Avenue, from the existing El Sereno Arroyo Playground community park.

RAP with the assistance of TPL and Caltrans has been working to amend the existing lease with Caltrans for the continued use of Caltrans property known as the El Sereno Arroyo Playground and expansion sites. The revisions will address an extended term to address grant funding requirements and to qualify for grant funding. The vacant lot properties in question are former properties obtained by CalTrans for the expansion of State Highway 710 (710 freeway). To address the communities' concerns with regards to the vacant lot's maintenance and lack of park space, Caltrans and RAP, with the full support of the Council District Office 14 (CD14), decided to use the vacant lots as a recreational playground with input and support from the community. Following the dissolution of the 710-freeway expansion project, the parcels are being considered for eventual sale, transfer and or development. The additional vacant lots for the expansion of the El Sereno Arroyo Playground will be added to the revised lease between RAP and CalTrans with an extended term prior to any disposition and or development of the any parcels. CD14, Caltrans, RAP, and State Legislators continue to work diligently to expedite the execution of a new lease with a new extended term and boundary necessary to show site control as required by State Parks and other Grant requirements. The lease for the parcels related to this project will be brought to this Board for consideration under a separate and subsequent Board Report.

RAP staff recognizes the importance of TPL being involved in the expansion project. However, RAP staff has been unable to identify a pathway to completing the project without the potential exclusion of TPL or at a higher cost. There is no assurance that TPL would be selected as a contractor in any competitive procurement scenario, and any work that may involve TPL as a sub-contractor may result in expenses that are higher than the funds available, especially given the recent increases in construction costs tied to higher inflation. In the interest of continuing the involvement of TPL on this project, RAP and TPL recently discussed the alternative of transferring the project from RAP to TPL if such transfer would be approved by State Parks. RAP staff

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consulted with State Parks and following the discussion above, State Parks has indicated that it would be amenable to approving a termination of the Grant Agreement with RAP and transferring the Grant project to TPL. CD14 is aware of this proposed action and supportive. RAP staff therefore recommends that the Board adopt the recommendation of staff to terminate the Grant Agreement and approve the transfer by State Parks of the Prop 68 Grant award for the project from RAP to TPL so that TPL can complete the El Sereno Arroyo Playground Expansion project (Project).

All actions proposed and adopted in this Report are subject to the actions by State Parks to terminate the Grant Agreement and approve the transfer of the Grant from RAP to TPL by issuing a new grant agreement to TPL for the Project. RAP staff has already consulted with State Parks representatives on these proposed actions and State Parks has indicated that they are supportive of moving the Project from RAP to TPL if that is what is best to move the Project forward. RAP has been in contact with TPL staff as well and all parties agree that TPL would be able to perform the tasks required to complete the Project as originally proposed to State Parks in the Prop 68 Grant application.

The conditions State Parks requires from RAP prior to taking any action on the termination of the Grant Agreement and the transfer of the Grant is as follows:

- Letter from RAP outlining its plans on transferring the grant to TPL and formally requesting to withdraw from the contract/project.
- Resolution from TPL accepting the project.
- Copy of the donation agreement between RAP and TPL along with the resolution stating the City will accept the final completed project (Attachments Nos. 2 and 3).
- Finalized lease agreement between CalTrans and the City for the Project site property.

Therefore, it is requested the Board approve the recommendations in this Report.

### TREES AND SHADE

The original grant application allowed for the addition of 29 trees to be planted as part of the project to El Sereno Arroyo Playground. The original grant application will be included into the new agreement between State Parks and TPL to ensure 29 trees are planted and the recommended improvements are completed as part of the Project.

### ENVIRONMENTAL IMPACT STATEMENT

The termination of the Grant Agreement and the transfer of the Grant to TPL do not require a determination pursuant to the California Environmental Quality Act (CEQA) because they do not constitute a "project" as defined by Section 21065 of California Public Resources Code (PRC) because it will not cause either a direct physical change in the environment, or a reasonable foreseeable indirect physical change in the environment, and is not subject to the provisions of CEQA. Furthermore, the Project funded by the Grant was found to be exempt from CEQA on October 2, 2019 (BR 19-200) and has not been changed.

This Board action also includes the approval of a donation agreement from RAP to TPL. Submittal of grant proposals and projects is conditioned by Board's approval. At this time, details of the

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future grant proposals are not available, therefore no CEQA action can be taken. Staff will recommend appropriate CEQA determinations when they will become available.

### FISCAL IMPACT STATEMENT

The actions contained in this Report will have no immediate impact on RAP funds. RAP has, to date, paid TPL \$15,000.00 for services related to community engagement and grant writing for the El Sereno Arroyo Playground Expansion project under Grant Contract No. 9801056. The grant writing portion (\$9,943.00) is not an allowable expenditure under the terms of the Prop 68 program, and those costs were expended by RAP in developing its application for the Grant. The community engagement activities are an allowable portion of the Prop 68 program and as such, RAP would have sought reimbursement from State Parks under the Grant. Upon transfer of the Grant to TPL, TPL shall be required to reimburse RAP the portion for the community engagement (\$5,057.00) and then seek reimbursement from State Parks under its Grant award for the project. TPL is required to reimburse RAP prior to the close of the Project with State Parks. The on-going maintenance and operations of the park expansion will be included in future budget requests and be an extension of the existing maintenance and operations of the property parcels already managed by RAP.

This report was prepared by Bill Jones, Chief Management Analyst, Grants Administration, Finance Division

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Outcome No. 1: Newly developed open space park projects and the redesign of signature City parks

Result: The expansion of the El Sereno Arroyo Playground community park will enhance the park users' experience and create additional active green space in the community.

### LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Original Grant Agreement between State Parks and RAP with Resolution
- 2) Attachment No. 2 – Proposition 68 Statewide Park Resolution - TPL
- 3) Attachment No. 3 – El Sereno Arroyo Playground Project Draft Donation Agreement

State of California - Natural Resources Agency  
 Department of Parks and Recreation  
**GRANT CONTRACT**  
 2018 Parks Bond Act  
 Statewide Park Development and Community Revitalization

GRANTEE City of Los Angeles

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE EL SERENO ARROYO PLAYGROUND EXPANSION PROJECT NUMBER SW-19-060

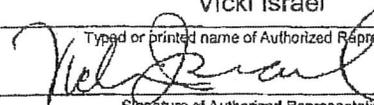
The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

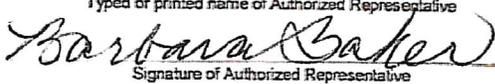
The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed **\$2,184,000.00**

City of Los Angeles

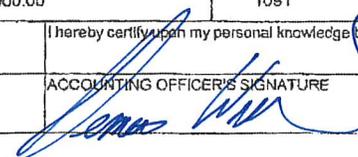
By Vicki Israel  
Typed or printed name of Authorized Representative  
  
Signature of Authorized Representative  
 Address 221 N. Figueroa St., Los Angeles, CA 90012  
 Title General Manager, EO, Assistant GM, Chief Financial Officer  
 Date 4/9/2020

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By Barbara Baker  
Typed or printed name of Authorized Representative  
  
Signature of Authorized Representative

Title Supervisor  
 Date 4/10/2020

**CERTIFICATION OF FUNDING**

CONTRACT NO C9801056	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011753		PROJECT NO. SW-19-060
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,184,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,184,000.00	INDEX. 1081	OBJ. EXPEND 702	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW19060
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.			
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE 	Demetri Williams		DATE 4/10/2020

Approved  
April 8 2020  
 MICHAEL N. FEUER, City Attorney

By 

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Los Angeles (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$2,184,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

#### **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

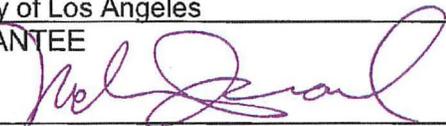
**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Los Angeles  
GRANTEE

By:   
Signature of Authorized Representative

Title: Assistant General Manager

Date: 4-9-2020

DEPARTMENT OF PARKS AND RECREATION

By: Barbara Baker  
Signature of Authorized Representative

Title: Supervisor

Date: 4/10/2020

State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9801056 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Los Angeles

The State and, City of Los Angeles in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE El Sereno Arroyo Playground Expansion APPLICATION NUMBER SW-19-060

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE /Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State grant amount not to exceed \$2,184,000

The General and Special Provisions attached are made a part of and incorporated into this Contract Amendment.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Los Angeles

By M. Shue

Title General Manager

Applicant's Authorized Representative as shown in Resolution

Date 8/31/2020

STATE DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By Jana Clarke

Date 9/15/2020

APPROVED AS TO FORM AND ~~LEGAL~~

9/14, 2020

Office of the City Attorney

By Steven Hong  
DCA

**State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**

**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

CONTRACT NO <b>C9801056</b>	AMENDMENT NO <b>1</b>	Fi\$cal Supplier ID <b>0000011753</b>	PROJECT NO <b>SW-19-060</b>
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0</b>	FUND <b>Drought, Water, Cln Air, Cstl Protc, Outdoor Fund</b>		
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT <b>\$2,184,000</b>	ITEM <b>3790-101-6088</b>	CHAPTER <b>29</b>	STATUTE <b>18</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$2,184,000</b>	Reporting Structure <b>37900091</b>	Account/AltAccount <b>5432000/ 5432000000</b>	Activity <del>69805</del> <i>CV</i> 69800
	PROJECT/WORK PHASE <b>37900000SW19060</b>		
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER <i>Demetri Williams</i>		DATE <b>9/23/2020</b>

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## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Los Angeles (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$2,184,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024 .

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

#### **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Los Angeles  
GRANTEE

By: M. Shure  
Signature of Authorized Representative

Title: GENERAL MANAGER

Date: 8/31/2020

APPROVED AS TO FORM AND LEGALITY

9/14, 2020  
Office of the City Attorney

By [Signature]  
Steven Hong  
DCA

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By: Jana Clarke  
Signature of Authorized Representative

96CAD152004346D

Title: Supervisor

Date: 9/15/2020

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

APPROVES THE FILING OF AN APPLICATION FOR VARIOUS PROJECTS (SEE EXHIBIT A ATTACHED) AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 18 day of September, 2019.

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 date above-mentioned, which has not been altered, amended or repealed.

HOLLY L. WOLCOTT, City Clerk

By: Jain Manty



DEPARTMENT OF RECREATION AND PARKS  
PROPOSED PROPOSITION 68 (ROUND 3) PROJECT LIST

#	PROJECT NAME	LOCATION	CD	TOTAL PROJECT COST	REQUESTED GRANT AMOUNT	PROJECT TYPE	PROJECT DESCRIPTION
1	109th Street Recreation Center	1464 E. 109th Street, Los Angeles, 90059	15	\$5,484,000	\$5,484,000	Renovate an Existing Park	Construct a new synthetic soccer field, basketball court, shade structures, walking paths, picnic/open space area, public art, recreation center renovation and parking lot improvements.
2	1st & Broadway Civic Center Park (future park)	217 W. 1st Street, Los Angeles 90012	14	\$16,146,650	\$8,500,000	New Park	Construct a new 1.96 acre park estimated on the vacant city land located at 1st Street and Broadway in Downtown Los Angeles
3	Brooklyn Heights Park (future park)	318 N. Matthews Street, LA 90033	14	\$5,198,400	\$5,198,400	New Park	Construct a new 0.196 acre park estimated at 318 N. Matthews Street in Boyle Heights
4	Allegheny Park (future park)*	11957 - 11961 Allegheny Street, Los Angeles 91352	6	\$10,373,400	\$7,013,400	New Park	Construct a new 0.585 acre park 11957-19861 Allegheny Street in Sun Valley
5	David M. Gonzales Recreation Center	10943 Herrick Ave, Pacoima 91331	7	\$9,049,852	\$7,910,400	Renovate an Existing Park	Construct a new synthetic soccer field, ballfields refurbishment, basketball court, splash pad, shade structures, playground, fitness zone, picnic area, public art, recreation center renovation, parking lot, exterior restroom, and walking trail
6	Denker Recreation Center	1550 W. 35th Place, Los Angeles 90018	8	\$6,896,400	\$6,896,400	Renovate an Existing Park	Construct a new synthetic soccer field, playground, baseball field refurbishment, splash pad, fitness zone, picnic and open space areas, public art, recreation center improvements, plaza, shade structures, and walking path
7	El Sereno Arroyo Playground (park expansion)	5520 Concord Avenue, Los Angeles, CA 90032	14	\$2,583,000	\$2,184,000	Park Expansion	Expansion of the existing El Sereno Arroyo Playground
8	Elinor & Don Richardson Family Park	2700 S. Budlong Avenue, Los Angeles 90007	8	\$2,652,000	\$2,652,000	Renovate an Existing Park	Construct a new playground, fitness area, community meeting space/picnic area, basketball court refurbishment, shade structures, walking path, and creation of new public art fencing
9	Green Meadows Recreation Center	431 E. 89th Street, Los Angeles 90003	9	\$8,088,000	\$7,638,000	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, exterior restroom, refurbishment of basketball court, fitness area, playground, ballfields, shade structures, walking trail, and picnic area
10	Hazard Park	2230 Norfolk Street, Los Angeles 90033	14	\$8,144,600	\$7,827,600	Renovate an Existing Park	Construct a new synthetic soccer field, plaza, shade structures, playground, exterior restroom, walking paths, fitness area, amphitheater, public art, dog park, and picnic area; reconfigure and expand parking lot, redesign ballfields and recreation renovation
11	Hoover Recreation Center	1010 W. 25th Street, Los Angeles 90007	1	\$6,511,200	\$6,511,200	Renovate an Existing Park	Construct a new synthetic soccer field, splash pad, children's area, open space and picnic area, basketball court, public art, and walking trail; expand playground, fitness areas, shade structures, and recreation center renovation
12	Lincoln Heights Recreation Center	2303 Workman Street, Los Angeles 90031	1	\$4,843,300	\$4,843,300	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area, fitness zone, basketball court, public art, parking lot, recreation center renovation, shade structures, and walking trail; expand existing playground
13	Oakwood Recreation Center	767 California Avenue, Venice 90291	11	\$5,976,000	\$5,976,000	Renovate an Existing Park	Construct a new playground, walking path, public art, exterior restroom; fitness zone, shade structures, refurbish baseball fields and basketball court, picnic area, recreation center renovation
14	Rancho Cienega Sports Complex	5001 Obama Blvd. (formerly Rodeo Rd.), Los Angeles 90016	10	\$9,865,000	\$8,500,000	Renovate an Existing Park	Construct new multipurpose fields, passive park play area, refurbish existing tennis courts and basketball courts, upgraded lighting throughout park, accessible paths, picnic area and tree planting.
15	Reseda Park	18411 Victory Boulevard, Reseda 91335	3	\$8,340,000	\$8,340,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, picnic area, walking trail with fitness circuit, exterior restroom, recreation center renovation; shade structures, refurbish baseball fields expand parking lots
16	Río De Los Angeles State Park	1900 N. San Fernando Road, Los Angeles 90065	1	\$8,186,000	\$8,186,000	Renovate an Existing Park	Construct new synthetic multipurpose (soccer/football) field, synthetic soccer fields, shaded picnic area, resurface parking lot, and walking trail.
17	Sepulveda Recreation Center	8825 Kester Avenue, Panorama City 91402	6	\$7,860,000	\$7,860,000	Renovate an Existing Park	Construct a new synthetic soccer field, picnic area with BBQ, exterior restroom, parking lot, playground, plaza, recreation renovation, tennis courts and walking path improvements, and public art
18	Shatto Recreation Center	3191 W. 4th Street, Los Angeles 90020	13	\$8,412,000	\$8,412,000	Renovate an Existing Park	Construct a new multipurpose field; basketball court; picnic area, playgrounds, fitness zone, shade structures, recreation center improvements, badminton courts, walking paths, and public art; refurbish tennis courts.
19	Studio City Recreation Center	12621 Rye Street, Studio City 91604	2	\$16,775,040	\$8,500,000	New Gym	Construct a new gymnasium with a full-size basketball court, multipurpose room, recreation office, kitchen, restrooms, and support facilities
20	Sylmar Park	13109 Borden Avenue, Sylmar, CA 91342	7	\$8,088,000	\$8,088,000	Renovate an Existing Park	Construct a new exterior restroom, amphitheater, basketball court, parking lot, fitness zone, picnic area, public art, skate park, volleyball court, recreation center renovation; baseball fields refurbishment
21	Wilmington Recreation Center	325 N. Neptune Ave., Wilmington 90744	15	\$8,184,000	\$8,184,000	Renovate an Existing Park	Construct a new synthetic soccer field, playground, parking lot, recreation center renovation, picnic area, fitness zone, exterior restroom, splash pad, public art, and walking trail; refurbish ball fields
<b>Total</b>				<b>\$167,656,842</b>	<b>\$144,704,700</b>		

\*All Projects include security cameras, security lighting, landscaping, tree planting, drinking fountains, and ADA improvements as-needed to comply with current code requirements

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, the Trust for Public Land (TPL) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of the grant application and award for the EL SERENO ARROYO PLAYGROUND EXPANSION to TPL; AND subject to approval by the Board of Recreation and Park Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated project, including all accounting and project close out activities, the TPL will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Certifies that the City has, or will have, sufficient funds to operate and maintain the El Sereno Arroyo Playground Expansion project; and
3. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee upon transfer of the grant contract obligations; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

DRAFT DOCUMENT

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
THE TRUST FOR PUBLIC LAND  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN THE CITY OF LOS ANGELES

This Donation Agreement (“Agreement”) for Development, and/or Construction of New Park Areas in the City of Los Angeles is entered as of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, Department of Recreation and Parks (“RAP”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Board”) and the Trust for Public Land (“TPL”), a California non-profit public benefit corporation, (RAP together with TPL, the “Parties” and each a “Party”).

RECITALS

WHEREAS, TPL desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and,

WHEREAS, RAP supports the development of new parks (each a “Prospective Park”) built by TPL, as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Prospective Parks and Improvements (defined below) for the benefit of the community once built by TPL and transferred to RAP for RAP ownership in accordance with the terms of this Agreement; and,

WHEREAS, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a “Grant Agreement”) to award grant funds to TPL in the Statewide Park Development and Community Revitalization Program (“Proposition 68 Statewide Park Program”) in support of the development and construction of recreational facilities and/or other improvements (“Improvements”) to be built upon the prospective properties which are described in Exhibit A (each a “Prospective Property”), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and,

WHEREAS, if sufficient grant funds in the Proposition 68 Statewide Park Program are successfully awarded to TPL, TPL shall coordinate the development and construction of a Prospective Park on each Prospective Property, and, as indicated on **Exhibit A**, it is anticipated that the Prospective Properties will be owned or leased by RAP; and,

WHEREAS, TPL will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) TPL developing a conceptual plan for the Improvements, using the results of outreach to be performed by TPL in partnership with local community organizations and RAP; (ii) TPL contracting for and overseeing the construction of the Improvements; and (iii) TPL identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property; and,

WHEREAS, RAP intends to become the owner or lessor and long-term steward of each Prospective Park, and RAP shall issue TPL a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, TPL expects that the Proposition 68 Statewide Park Program may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the program (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of TPL and RAP towards the shared goal of getting Prospective Parks built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and TPL and RAP wish to enter into this Agreement to establish the terms whereby TPL and the RAP shall work together on the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that TPL's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Proposition 68 Statewide Park Program funds being awarded for the construction and installation of the Improvements. Accordingly, TPL will initially use its good faith efforts to apply for grant funds under the Proposition 68 Statewide Park Program, and RAP shall use its good faith efforts to cooperate with TPL in such grant application process. TPL's present intention is to apply for those grant funds identified on Exhibit A opposite the respective identified Prospective Properties. If those grant funds are not awarded TPL will determine if other prospective funding sources may be available.
  - (a) Grant Applications. TPL shall be the applicant for grant applications for each of the Prospective Properties and will be responsible for the grant application process for each such properties. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment on such grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements upon completion of the Improvements by TPL. The grant applications shall make clear that RAP

is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by TPL and the Contractor (defined below).

(b) Incorporation by Reference. The terms of TPL's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. In the event RAP agrees to an assignment of a Grant Agreement from LANLT to RAP, the terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP understands that grant funding will be sought from the Proposition 68 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly acknowledges that TPL will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or thirty year land tenure requirement (as the case may be) of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 68\_Statewide Park Program grant funds are awarded for a

Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by TPL or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew such requirement at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 68 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of TPL and RAP are attached hereto as Exhibits D and E, and each will be adopted by their respective governing bodies in substantially that form before the Proposition 68 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or TPL terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the

Improvements must be completed by TPL and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with TPL in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property for which TPL, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to **Exhibit A** by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. TPL or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.
  
4. Grant-writing. TPL will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.

5. Outreach. TPL, working closely with RAP and local community based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding each Prospective Property (“Outreach”). TPL shall use the results of the Outreach to develop a conceptual plan for the Improvements.

6. Development of Plans and Specifications. TPL, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through TPL-sponsored public workshops and other community outreach efforts. Following RAP’S review and TPL’s receipt of RAP’s written approval of the conceptual plan, TPL shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. TPL will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. TPL shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the

Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, as soon as RAP has control of the Prospective Property, RAP shall allow TPL, its employees and agents, access to the Prospective Property at no cost to TPL to install the Improvements pursuant to a Right of Entry agreement executed by TPL in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give TPL authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of any Grant Agreements, and applicable RAP standards and practices.

8. Selection of a Contractor; Installation of the Improvements. TPL will select a contractor ("Contractor"), based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion

of the Improvements. Without limitation, TPL shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
- (b) The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
- (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.
- (d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.

9. Payments. TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, TPL shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by TPL and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of TPL. In the event that TPL shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to TPL, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by TPL to RAP on demand.

10. Construction Management. If no professional construction management firm is hired for the Improvements, TPL and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity,

ensuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.

11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 14.

12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the Improvements, TPL shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

13. Indemnification.

(a) Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, TPL shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 RAP, 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 TPL'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 an act, error, or omission by TPL, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

14. Insurance. During the term of this Agreement and without limiting TPL's obligation to indemnify, hold harmless and defend RAP, TPL shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General

146). The insurance must: (1) conform to RAP's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 10/17) [v.3] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. TPL shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TPL during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the TPL during the Term, including materials, parts or equipment furnished in connection with such work or operations.
- (b) For any claims related to this agreement, TPL's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
- (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(d) TPL shall in all instances require their Contractor to have RAP as additionally insured.

15. Final Acceptance. Upon notice from TPL that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to RAP until TPL has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 10; and (3) submitted to RAP the waivers and releases and assignments required under Sections 15 and 16 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new Punch List for completion by TPL and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon approval by the Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL. Upon receipt of the Acceptance Letter, TPL shall immediately remove all of its property from the Prospective Property and shall repair, at TPL'S cost, any damage to the Prospective Property caused by such removal or caused by TPL's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide TPL with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a "gift-in-place" from TPL. Prior

to delivery by RAP of (1) the Acceptance Letter to TPL, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.

16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), (e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property), extend beyond installation of the Improvements by TPL and acceptance thereof by RAP. Accordingly, RAP'S delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of TPL's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 68 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property. TPL and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to TPL.

17. Delivery of Improvements. Following Final Acceptance by RAP, TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. TPL shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and

subcontractors. TPL shall also assign to RAP the right to any available remedies for latent defects. TPL shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.

18. Signage. RAP agrees that TPL shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of TPL, the grantors under any Grant Agreements, and community-based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by TPL during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.

19. Publicity. RAP and TPL agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP and TPL agree to notify each other in writing of any press release, public announcement, or marketing of the Improvements at the Prospective Parks. Any press release, public announcement, marketing materials or brochures, prepared

by either RAP or TPL regarding the installation of the Improvements shall appropriately acknowledge the contributions of both Parties. To the extent stipulated in any Grant Agreement, RAP and TPL shall duly notify any grantors, and each other, prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. RAP and TPL shall coordinate the scheduling and organization of any public or media event regarding the installation of the Improvements to provide the opportunity for attendance and participation by officials and/or representatives of both Parties; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either Party, in whole or in part pursuant to installation of the Improvements, shall contain any acknowledgements required under any Grant Agreement.

20. Termination. Any failure of TPL to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default (“Event of Default”), provided that TPL shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement. If such default is  not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an

Event of Default by TPL, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

TPL shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite TPL'S good faith efforts, TPL is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If TPL successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements for the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable Proposition 68 Statewide Park Program Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any applicable Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any applicable Grant Agreement. RAP shall make no other use or sale or other disposition of the

Prospective Property, except as authorized by any applicable Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any applicable Grant Agreement to the satisfaction of the grantor provided that such transfer is allowed under applicable City laws and regulations.

22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of any such applicable Grant Agreement. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

23. CEQA Compliance. RAP shall work with TPL to provide a Proposition 68 Statewide Park Program Environmental Compliance Certification Form, in the form of **Exhibit C**, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). TPL shall be responsible for all costs associated with the completion of said process. 

24. Miscellaneous.

- (a) Any amendments to this Agreement must be in writing signed by TPL and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.
- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- (d) Standard Provisions for City Contracts (Rev. 10/21) [v.4] is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

*(Signature Page to Follow)*

DRAFT

DRAFT DOCUMENT

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

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

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

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

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

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

THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation

By \_\_\_\_\_  
Guillermo Rodriguez,  
California State Director

Approved as to Form:  
MICHAEL N. FEUER,  
City Attorney

ATTEST:  
HOLLY L. WOLCOTT,  
City Clerk

By \_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Date \_\_\_\_\_

Council File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

**Exhibit A**

**Description of Prospective Properties  
and**

**Funding Sources to be Pursued by TPL**

(List may be amended by mutual written consent of the parties)

<b>Project Name</b>	<b>Council District</b>	<b>Site Ownership</b>	<b>Funding Sources</b>
El Sereno Arroyo Playground Park Expansion	14	Leased by RAP from the State of California Department of Transportation (CalTrans)	Proposition 68 Statewide Park Program  Urban Greening  Donations to TPL

## Exhibit B – PROPOSITION 68 STATEWIDE PARK PROGRAM LAND TENURE REQUIREMENTS

### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

#### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. Provide #1 below.
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. Provide #2 below.
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). Provide #3 below.
- The land is not owned by the APPLICANT. The APPLICANT will do a "TURN-KEY" where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. Provide #4 below.

---

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. [orea.ca.gov](http://orea.ca.gov) provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See "Lease Agreement and TURN-KEY Agreements" at [parks.ca.gov/spp](http://parks.ca.gov/spp).

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

# Exhibit C – PROPOSITION 68 STATEWIDE PARK PROGRAM CEQA COMPLIANCE CERTIFICATION FORM

## CEQA COMPLIANCE (CHECKLIST #9)



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

### CEQA Compliance Certification

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Is the CEQA analysis complete?  Yes  No

What document was filed, or is expected to be filed for this project's CEQA analysis:

(check one) Date complete/expected to be completed

Notice of Exemption (attach recorded copy if filed) \_\_\_\_\_

Notice of Determination (attach recorded copy if filed) \_\_\_\_\_

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE (Signature) Date AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

DRAFT DOCUMENT

**Exhibit D**  
**THE TRUST FOR PUBLIC LAND BOARD RESOLUTION FOR THE PROPOSITION**  
**68 STATEWIDE PARK PROGRAM**

**Document Pending**

**Exhibit E**  
**DEPARTMENT OF RECREATION AND PARKS – CITY COUNCIL RESOLUTION**  
**FOR THE PROPOSITION 68 STATEWIDE PARK PROGRAM**

**DRAFT**

**Document Pending**

EXHIBIT F: RAP/TPL DONATION AGREEMENT

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## 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 of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. 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, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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 federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. 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**;
- 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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, 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 the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. 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-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **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 effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, 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, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. 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 **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. 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-9(A) Termination for Convenience.
  8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **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 **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **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-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed 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), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. 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 or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

#### **PSC-20. 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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) 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-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. 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-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

**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-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# 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

\_\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability** \_\_\_\_\_

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds \_\_\_\_\_

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Exhibit G**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**SAMPLE CITY INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**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
<hr/>	
<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<hr/>	
<b>General Liability</b> _____	_____
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<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"/> _____
<hr/>	
<b>Pollution Liability</b>	_____
<input type="checkbox"/> _____	
<hr/>	
<b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<b>Crime Insurance</b>	_____
<hr/>	
<b>Other:</b> _____	
_____	
_____	
_____	
_____	