

# APPROVED

AUG 03 2023

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-141

DATE August 03, 2023

C.D. 8

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 11th AVENUE PARK – PARK RENOVATION PROJECT – CONCEPTUAL APPROVAL OF PRELIMINARY SCOPE OF WORK AND BUDGET – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15304(b) [NEW GARDENING OR LANDSCAPING, INCLUDING THE REPLACEMENT OF EXISTING CONVENTIONAL LANDSCAPING WITH WATER EFFICIENT OR FIRE RESISTANT LANDSCAPING] AND SECTION 15311 [CONSTRUCTION, OR PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL, OR INSTITUTIONAL FACILITIES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 4(3) AND CLASS 11(6) OF CITY CEQA GUIDELINES

B. Aguirre \_\_\_\_\_ M. Rudnick \_\_\_\_\_  
B. Jones \_\_\_\_\_ For \*C. Santo Domingo DF  
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_

General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

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

### RECOMMENDATIONS

1. Preliminarily approve the conceptual scope of work and the preliminary budget of the 11th Avenue Park – Park Renovation (Project), as described in the Summary of this Report;
2. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(b) [New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping] and Section 15311 [Construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities] of California CEQA Guidelines Article III, Section 1, Class 4(3) and Class 11(6) of City CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption (NOE), and;

## BOARD REPORT

PG. 2 NO. 23-141

3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

11<sup>th</sup> Avenue Park is located at 6116 11th Avenue in the Hyde Park community of the City. This park is also known as “11th Street Pocket Park”. This 0.27-acre facility provides a seating area and picnic tables, and a children’s play area for the surrounding community. Approximately 8,390 City residents live within a one-half mile walking distance of 11<sup>th</sup> Avenue Park.

On March 4, 2021, the Board of Recreation and Parks Commissioners (Board) approved a donation agreement with the Los Angeles Neighborhood Land Trust (LANLT) that would allow LANLT to apply for Proposition 68 (Prop 68) funds and to define roles and responsibilities tied to the funding and development of park improvements for various Prop 68 Statewide Park Development and Community Revitalization Program (SPP) projects (Report No. 21-037). LANLT was awarded Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) in Prop 68 funds for the proposed Project.

RAP currently owns 11th Avenue Park. Per the donation agreement, as shown in Attachment 1, LANLT is responsible for the design and construction of the proposed Project, at no cost to RAP. The agreement also contemplates that the final plans for the Project will require RAP Board approval. Once the final plans are approved, RAP will give LANLT authority to construct the Project. Once Project construction is completed, RAP will do a final inspection of the Project for approval prior to the completed Project being transferred over to RAP. RAP, or its designee, will conduct on-site construction inspections and approvals of critical work being done on the site. RAP staff will also participate in scheduled progress meetings. RAP will obtain ownership of the park improvements once the improvements are final accepted by the Board, and will be responsible for future maintenance.

### CONCEPTUAL PROJECT SCOPE

The conceptual scope of work of the proposed Project includes the following:

- Installation of a new playground with swings, exercise equipment, basketball shooting court, swing set, shaded seating and benches, shaded picnic area, grassy turf areas, open-air amphitheater, shade trees, and add drought-tolerant shrubs and landscaping.

The conceptual scope of work was developed by LANLT, RAP and the Office of Council District 8. A rendering of the proposed Project is shown as Attachment 2.

The final scope of work and design for the Project is not yet completed. Once the final scope of work and design is determined, RAP staff will return to the Board for consideration and approval of the final scope of work for the proposed Project prior to LANLT implementing the Project. Upon completion of the Project, RAP will again return to the Board for acceptance of the Project.

## BOARD REPORT

PG. 3 NO. 23-141

### PRELIMINARY PROJECT FUNDING

LANLT was awarded Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) in Prop 68 funds and is responsible for the administration of said funds (CF# 20-1461).

### FUNDING SOURCE MATRIX

| <b>Source</b> | <b>Amount</b>         | <b>Percentage</b> |
|---------------|-----------------------|-------------------|
| Prop 68 Funds | \$2,400,000.00        | 100%              |
| <b>Total</b>  | <b>\$2,400,000.00</b> | <b>100%</b>       |

### PROJECT CONSTRUCTION

It is currently unknown when construction is anticipated to begin.

### TREES AND SHADE

It is unknown if the proposed Project will have an impact on the existing trees and shade at 11th Avenue Park.

### ENVIRONMENTAL IMPACT

The proposed Project currently consists of new gardening or landscaping and construction and placement of minor structures accessory to (appurtenant to) existing institutional facilities.

According to the parcel profile report retrieved on June 23, 2023, this area does not reside in a liquefaction zone or within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of June 23, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15304(b) and 15311 of California CEQA Guidelines as well as to Article III, Section 1, Class 4(c) and Class 11 of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

## BOARD REPORT

PG. 4 NO. 23-141

The donation agreement with LANLT contemplates that the final plans for the Project will require RAP Board approval. If the nature and impact of the Project changes from that currently proposed, staff will resubmit a recommendation for a CEQA determination to the Board with the final plans.

### FISCAL IMPACT

The approval of this report will have no fiscal impact on RAP's General Fund. Per the donation agreement between RAP and LANLT, LANLT is responsible for the costs related to development and construction of the Project. The maintenance of the proposed park improvements are unknown at this time.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** All parks Are Safe and Welcoming

**Result:** The Improvements at 11<sup>th</sup> Avenue Park will help improve the park users' experience.

This report was prepared by David Lee, Management Assistant, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment 1 - Donation Agreement
- 2) Attachment 2 - Project Plans or Renderings

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: \_\_\_\_\_

FROM (DEPARTMENT): \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

DATE

APPROVED BY BPW: \_\_\_\_\_

DATE

NEW CONTRACT  
AMENDMENT NO. \_\_\_\_

ADDENDUM NO. \_\_\_\_

SUPPLEMENTAL NO. \_\_\_\_

CHANGE ORDER NO. \_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

TERM OF CONTRACT: \_\_\_\_\_ THROUGH: \_\_\_\_\_

TOTAL AMOUNT: \_\_\_\_\_

PURPOSE OF CONTRACT:

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
LOS ANGELES NEIGHBORHOOD LAND TRUST  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN 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 November 18, 2022 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 Los Angeles Neighborhood Land Trust (“LANLT”), a California non-profit public benefit corporation, (RAP together with LANLT, the “Parties” and each a “Party”).

RECITALS

WHEREAS, LANLT 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 LANLT, 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 LANLT 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 LANLT in the Statewide Park Development and Community Revitalization Program ("Proposition 68 Statewide Park Program" or "Grant") 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 Grant are successfully awarded to LANLT, LANLT 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, LANLT will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) LANLT developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANLT in partnership with local community organizations and RAP; (ii) LANLT contracting for and overseeing the construction of the Improvements; and (iii) LANLT 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 LANLT a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, LANLT 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 Grant (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of LANLT 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 LANLT and RAP wish to enter into this Agreement to establish the terms whereby LANLT 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 LANLT's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Grant funds being awarded for the construction and installation of the Improvements. Accordingly, LANLT 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 LANLT in such grant application process. LANLT'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 LANLT will determine if other prospective funding sources may be available.
  - (a) Grant Applications. LANLT 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 LANLT. 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 LANLT and the Contractor (defined below).

- (b) Incorporation by Reference. The terms of LANLT'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 LANLT 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 LANLT 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 LANLT 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 LANLT 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 LANLT and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANLT 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 where for which LANLT, 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. LANLT 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. LANLT 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. LANLT, 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”). LANLT shall use the results of the Outreach to develop a conceptual plan for the Improvements.
  
6. Development of Plans and Specifications. LANLT, 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 LANLT-sponsored public workshops and other community outreach efforts. Following RAP’S review and LANLT’s receipt of RAP’s written approval of the conceptual plan, LANLT shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. LANLT will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. LANLT 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 LANLT, its employees and agents, access to the Prospective Property at no cost to LANLT to install the Improvements pursuant to a Right of Entry agreement executed by LANLT in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give LANLT 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. LANLT 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. LANLT 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, LANLT 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. LANLT 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, LANLT shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANLT 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 LANLT. In the event that LANLT 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 LANLT, 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 LANLT to RAP on demand.

10. Construction Management. If no professional construction management firm is hired for the Improvements, LANLT and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring 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 15.
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, LANLT shall pay (and/or obtain a waiver from the City or

County of Los Angeles) of all such Fees. LANLT 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, LANLT 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 LANLT'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 LANLT, 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 LANLT's obligation to indemnify, hold harmless and defend RAP, LANLT 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. 9/22 ) [v.1] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. LANLT 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 LANLT during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- (b) For any claims related to this agreement, LANLT'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) LANLT shall in all instances require their Contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from LANLT 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 LANLT shall not deliver such notice to RAP until LANLT has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new punch-list for completion by LANLT 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 LANLT. Upon receipt of the Acceptance Letter, LANLT shall immediately remove all of its property from the Prospective Property and shall repair, at LANLT'S cost, any damage to the Prospective Property caused by such removal or caused by LANLT's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANLT with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a "gift-in-place" from LANLT. Prior to delivery by RAP of (1) the Acceptance Letter to LANLT, 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 LANLT and acceptance thereof by RAP. Accordingly, RAP'S delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of LANLT'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.

LANLT and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANLT.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANLT 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. LANLT shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANLT shall also assign to RAP the right to any available remedies for latent defects. LANLT 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 LANLT shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANLT, 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 LANLT 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 LANLT 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 agrees to notify LANLT in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors 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. Similarly, any document, written report, or brochure prepared 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 LANLT 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 LANLT 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, LANLT shall have a reasonable period of time to complete such cure if LANLT 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 LANLT, 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.

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

If LANLT 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 LANLT an original memorandum or notice of any such applicable Grant Agreement. LANLT 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 LANLT to provide an 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). LANLT shall be responsible for all costs associated with the completion of said process and shall be identified as the “Lead Agency.”
  
24. Miscellaneous.

- (a) Any amendments to this Agreement must be in writing signed by LANLT 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. 9/22) [v.1] 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)*

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 1st day  
of November, 2022

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

By *Aylin Patacas*  
President

By *Sakisha Sarden*  
Secretary

24th day  
October, 2022

LOS ANGELES NEIGHBORHOOD LAND TRUST, a California non-profit public benefit corporation

By *Damon K. Najani* Board Chair  
President

By *[Signature]*  
Secretary

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

By *[Signature]*  
STEVEN HONG  
Deputy City Attorney

Date 11/18/22

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By *[Signature]*   
Deputy City Clerk

Date 12/5/2022

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

Said Agreement is Number C-142065 of City Contracts

## Exhibit A

**Description of Prospective Properties  
and  
Funding Sources to be Pursued by LANLT**  
(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 Source</b>                       |
|--|-------------------------|-----------------------|---|
| Watts Crescent                         | 15                      | Owned by RAP          | Proposition 68<br>Statewide Park<br>Program |
| 11 <sup>th</sup> Street<br>Pocket Park | 8                       | Owned by RAP          | Proposition 68<br>Statewide Park<br>Program |

## Exhibit B – 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.



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

Grantee: Los Angeles Neighborhood Land Trust
Project Name: Watts Towers Arts Center Campus Expansion
Project Address: 1727 E 107th Street, Los Angeles, CA 90002

Is the CEQA analysis complete? [X] 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

- [X] Notice of Exemption (attach recorded copy if filed) 10/18/2019
[ ] 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: Los Angeles Department of Recreation and Parks
Contact Person: Darryl Ford
Mailing Address: 221 North Figueroa Street, Los Angeles, CA 90012
Phone: (213) 202-2607 Email: darryl.ford@lacity.org

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.

Tori Kjer 07/13/2021 Tori Kjer, Executive Director
AUTHORIZED REPRESENTATIVE Date AUTHORIZED REPRESENTATIVE
(Signature) (Printed Name and Title)

Table with 3 columns: CEQA Document, Date Received, PO Initials. Row 1: [X]NOE [ ]NOD. Row 2: Empty.

CITY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
ROOM 395, CITY HALL  
LOS ANGELES, CALIFORNIA 90012  
CALIFORNIA ENVIRONMENTAL QUALITY ACT

DOCUMENT FILED  
City Clerk's Office  
No. NE-19-273-PP  
Certified by [Signature]  
Date: 10/16/19

# ORIGINAL FILED NOTICE OF EXEMPTION

OCT 18 2019

(Article III, Section 3, City CEQA Guidelines)

FORM RP 1-1-91

Submission of this form is optional. This form shall be filed with the County Clerk, 12400 East Imperial Highway, Norwalk, California 90650, pursuant to Public Resources Code Section 21152(b). Pursuant to Public Resources Code Section 21168(d), the filing of this notice starts a 35-day statute of limitation on Court challenges to the approval of the project. Failure to file this notice with the County Clerk results in the statute of limitation being extended to 180 days.

|   |                                  |
|---|----------------------------------|
| <b>LEAD CITY AGENCY AND ADDRESS:</b> City of Los Angeles Department of Recreation and Parks, 221 N. Figueroa Street, Suite 400, Los Angeles, CA 90012 | <b>COUNCIL DISTRICT:</b><br>15   |
| <b>PROJECT TITLE:</b> WATTS CRESCENT  | <b>LOG REFERENCE:</b><br>Prop 68 |

**PROJECT LOCATION:** 1727 E. 107th St., Los Angeles, CA 90002


**DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:**  
The project will renovate the existing Watts Towers Arts Center Campus and include expansion of existing parking area, relocate restroom building and include additional space for security guard and offices and storage (total new building SF 2,000SF), rebuild walking paths and planting areas, rebuild existing amphitheater with built in benches and shade sails, install drinking fountains, new LED lights, bike rack, benches and interactive art elements, and install new monument sign and other interpretive and directional signage. Beneficiaries of the project are the patrons of the park.

|                                      |                          |                                      |              |
|--------------------------------------|--------------------------|--------------------------------------|--------------|
| <b>CONTACT PERSON:</b><br>PAUL DAVIS | <b>AREA CODE:</b><br>213 | <b>TELEPHONE NUMBER:</b><br>202-2667 | <b>EXT.:</b> |
|--------------------------------------|--------------------------|--------------------------------------|--------------|

|   |                              |                                       |
|---|------------------------------|---------------------------------------|
| <b>EXEMPT STATUS:</b> (Check One)   | <b>CITY CEQA GUIDELINES</b>  | <b>STATE CEQA GUIDELINES</b>          |
| <input type="checkbox"/> DECLARED EMERGENCY   | Art. II, Sec. 2a(1)          | ART. 18, Sec. 15269(a)                |
| <input type="checkbox"/> EMERGENCY PROJECT  | Art. II, Sec. 2(a)(2)(3)     | ART. 18, Sec. 15269(b)(c)             |
| <input type="checkbox"/> MINISTERIAL PROJECT  | Art. II, Sec. 2b             | ART. 18, Sec. 15268                   |
| <input checked="" type="checkbox"/> CATEGORICAL EXEMPTION   | Art. II, Sec. 2(c) See Below | ART. 19, Sec. 15300 -15333            |
| <input type="checkbox"/> GENERAL EXEMPTION  | Art. II, Sec. 2(d)           | ART. 18, Sec. 15262                   |
| <input type="checkbox"/> STATUTORY EXEMPTION  | Art. II, Sec. 2(i)           | ART. 18, Sec. 15282                   |
| <b>Class</b>  | <b>Category</b>              | <b>(City CEQA Guidelines)</b>         |
| 1   | (1)(3)(11d)(12)              | Art. III, Sec(s). 1(a)(1)(3)(11d)(12) |
| 3   | (4)(6)                       | Art. III, Sec(s). 1(c)(4)(6)          |
| 4   | (3)(12)                      | Art. III, Sec(s). 4(3)(12)            |
| 11  | (1)(3)                       | Art. III, Sec(s). 1(k)(1)(3)          |
|   |                              | <b>(State CEQA Guidelines)</b>        |
|   |                              | Art. 19, Sec(s). 15301(a)(c)(l)       |
|   |                              | Art. 19, Sec(s). 15303(e)             |
|   |                              | Art. 19, Sec(s). 15304(b)(f)          |
|   |                              | Art. 19, Sec(s). 15311(a)             |
| <input type="checkbox"/> OTHER (See Public Resources Code Sect. 21080(b) and set forth in state & city guidelines provisions) |                              |                                       |

**JUSTIFICATION FOR PROJECT EXEMPTION:**  
The proposed Project consists minor alterations of existing features, updates to the walking path, demolition of existing structures, outdoor lighting and fencing, security equipment, construction of accessory structures, landscaping and irrigation, installation of new signage and of accessory structures. It is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1)(3)(11d)(12), Class 3(4)(6), Class 4(3)(12), and Class 11(1)(3) of City of Los Angeles CEQA guidelines as well as to Article 19, Section 15301(a)(c)(l), 15303(e), 15304(b)(f), and 15311(a) of California CEQA Guidelines. None of the limitations set forth in State CEQA Guidelines 15300.2 apply, see attached narrative.

IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING

|  |   |                           |
|--|---|---------------------------|
| <b>SIGNATURE:</b><br>PAUL DAVIS<br>Environmental Supervisor II |  | <b>DATE:</b><br>7/22/2019 |
| <b>FEE \$75.00</b>   | <b>RECEIPT NO.</b>  | <b>REC'D. BY:</b>         |
|  |   | <b>DATE:</b>              |



## WATTS TOWERS ARTS CENTER CAMPUS - Renovation

### CATEGORICAL EXEMPTION NARRATIVE

#### I. PROJECT DESCRIPTION

The project will renovate the existing Watts Towers Arts Center Campus and include expansion of existing parking area, relocate restroom building and include additional space for security guard and offices and storage (total new building SF 2,000SF), rebuild walking paths and planting areas, rebuild existing amphitheater with built in benches and shade sails, install drinking fountains, new LED lights, bike rack, benches and interactive art elements, and install new monument sign and other interpretive and directional signage.

The project is located at 1727 E. 107th St., Los Angeles, CA 90002, in the Community Planning Area.

#### II. ENVIRONMENTAL REVIEW

##### **Basis for Categorical Exemption**

The proposed Project consists minor alterations of existing features, updates to the walking path, demolition of existing structures, outdoor lighting and fencing, security equipment, construction of accessory structures, landscaping and irrigation, installation of new signage and of accessory structures. It is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1)(3)(11d)(12), Class 3(4)(6), Class 4(3)(12), and Class 11(1)(3) of City of Los Angeles CEQA guidelines as well as to Article 19, Section 15301(a)(c)(I), 15303(e), 15304(b)(f), and 15311(a) of California CEQA Guidelines.

##### **Consideration of Potential Exceptions to Use of a Categorical Exemption**

The State CEQA Guidelines (CCR Sec 15300.2) limit the use of categorical exemptions in the following circumstances:

**1. Location.** Exemption Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may be significant in a particularly sensitive environment. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The proposed projects falls under Class 1, 11, and could potentially constitute an exception to CEQA exemptions; however the project does not impact on a recognized environmental resource of hazardous or critical concern, therefore, this exception has no application here.

**2. Cumulative Impact.** This exception applies when, although a particular project may not have a significant impact, the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed project consists of renovation of the existing Watts Towers Arts Center Campus. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. Therefore, this exception has no application here.

**3. Significant Effect.** This exception applies when, although the project may otherwise be exempt, there is a reasonable possibility that the project will have a significant effect due to unusual circumstances.

RAP is not aware of any unusual circumstances associated with this project. Therefore, this exception has no application here.

**4. Scenic Highway.** A categorical exemption shall not be used for a project that may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

The proposed project is not within sight of any state designated scenic highway, nor of any other historic and scenic resource. Therefore, this exception has no application here.

**5. Hazardous Waste Site.** This exception applies when a project is located on a site listed as a hazardous waste site under Government Code Section 65962.5.

As of 7/22/2019, the State Department of Toxic Substances Control has not listed any site within the project area (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)). Therefore, this exception has no application here.

**6. Historical Resources.** This exception applies when a project may cause a substantial adverse change in the significance of a historical resource.

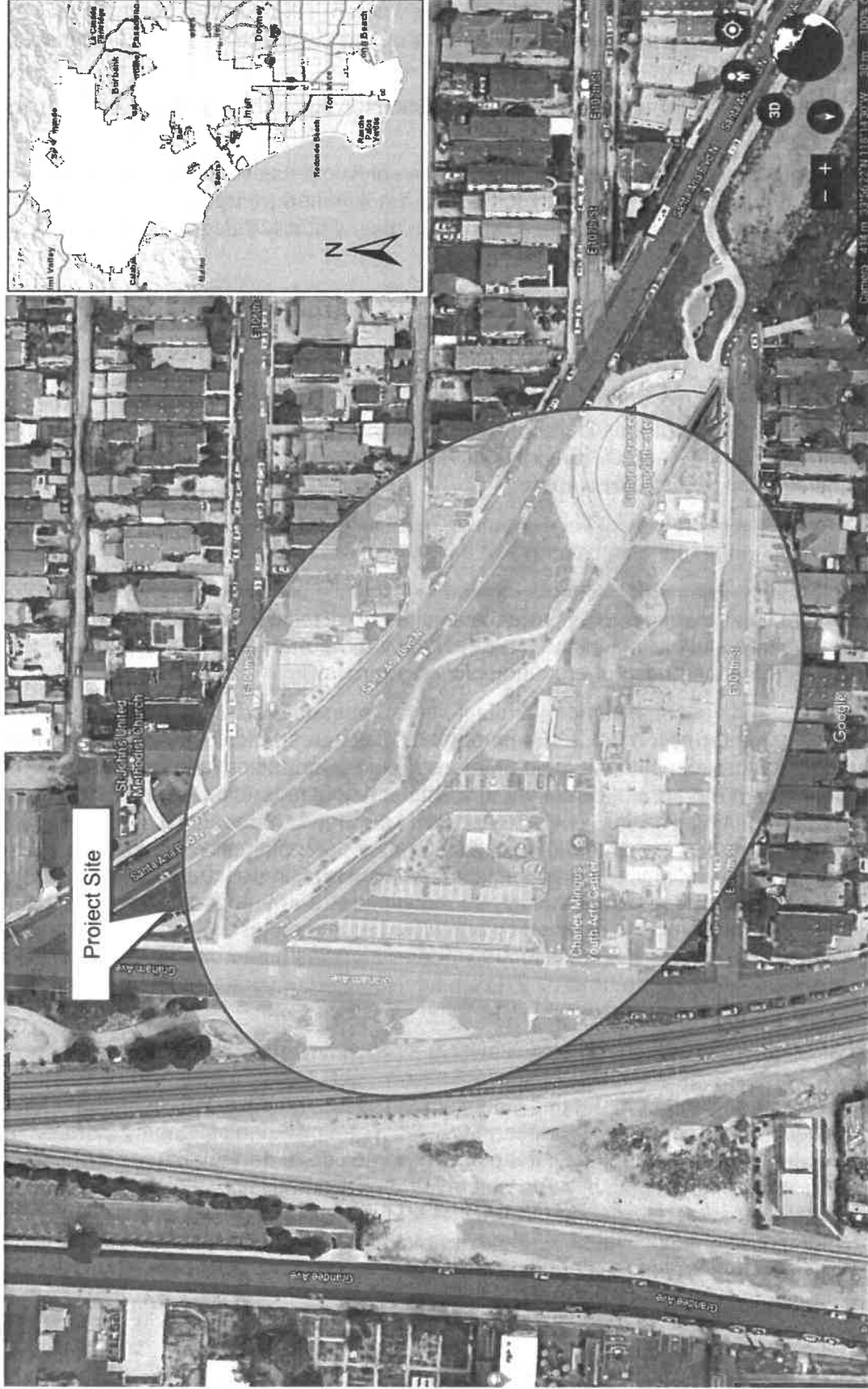
The proposed project area is not located in proximity of known historical, paleontological or archeological resources. The excavation required for the Watts Towers Arts Center Campus renovation will occur in already disturbed areas, and this office does not anticipate the disruption of archaeological resources.

However, in case historical artifacts are encountered, City Engineer Standard Specifications, Section 6-3.2, (Greenbook, 2012) states: "If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer." Therefore, during activities in which there will be ground disturbances (i.e., digging, drilling, etc.) if any evidence of archaeological, cultural, or paleontological resources are found, all work within the vicinity of the find shall stop until a qualified archaeologist can assess the finds and make recommendations. No excavation of any finds should be attempted by Project personnel unless directed by a qualified archaeologist. Construction activities may continue in other areas. If the discovery proves significant under CEQA (Section 15064.5f; Public Resources Code or PRC 21082), additional work such as testing or data recovery may be warranted.

The discovery of human remains is always a possibility during ground disturbances; State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The Los Angeles County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendent (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Therefore, this exception has no application here.

Figure 1. Project Location





State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

Grantee: Los Angeles Neighborhood Land Trust

Project Name: 11th Avenue Park Renovation

Project Address: 6122 11th Avenue, Los Angeles, CA 90043

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) 05/01/2021

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: City of Los Angeles Department of Recreation and Parks

Contact Person: Bill Jones

Mailing Address: 221 N. Figueroa Street, Suite 200 Los Angeles, California 90012

Phone: (213) 202-5657 Email: bill.jones@lacity.org

**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.

Tori Kjer

Digitally signed by Tori Kjer  
Date: 2021.03.08 16:36:11 -08'00'

03/08/2021

Tori Kjer, Executive Director

AUTHORIZED REPRESENTATIVE  
(Signature)

Date

AUTHORIZED REPRESENTATIVE  
(Printed Name and Title)

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

PENDING  
11<sup>TH</sup> AVENUE  
CEQA  
NOTICE OF EXEMPTION

Council File No.: 20-1461

**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, Los Angeles Neighborhood Land Trust (LANLT) 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 a grant application by LANLT for THE WATTS TOWERS ARTS CENTER CAMPUS EXPANSION; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANLT 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 Watts Towers Arts Center Campus 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; 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 \_\_\_\_\_.

I CERTIFY THAT THE FOREGOING  
RESOLUTION WAS ADOPTED BY THE  
COUNCIL OF THE CITY OF LOS ANGELES  
AT ITS MEETING OF 5/26/2021  
BY A MAJORITY OF ALL ITS MEMBERS

HOLLY L. WOLCOTT, City Clerk

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



By Melinda Nawa  
DEPUTY

Council File No.: 20-1461

**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, Los Angeles Neighborhood Land Trust (LANLT) 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 a grant application by LANLT for THE 11<sup>TH</sup> STREET POCKET PARK; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANLT 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 11<sup>th</sup> Street Pocket Park 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; 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 \_\_\_\_\_.

I CERTIFY THAT THE FOREGOING  
RESOLUTION WAS ADOPTED BY THE  
COUNCIL OF THE CITY OF LOS ANGELES  
AT ITS MEETING OF 5/26/2021  
BY A MAJORITY OF ALL ITS MEMBERS

HOLLY L. WOLCOTT, City Clerk

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



By Melinda Nawa  
DEPUTY

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES  
NEIGHBORHOOD LAND TRUST  
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; and

WHEREAS, the Los Angeles Neighborhood Land Trust will transfer the project and contract obligations to the City of Los Angeles upon successful completion of the project, should the grant be awarded; and

WEREAS, the Los Angeles neighborhood Land Trust acknowledges that it will comply with the contract provisions until the State approves the transfer of the contract obligations to the transferee.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS hereby:

**APPROVES THE FILING OF AN APPLICATION FOR THE WATTS TOWERS  
ARTS CENTER CAMPUS EXPANSION AND RENOVATION; 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 Tori Kjer to conduct all negotiations, sign and submit all 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 10<sup>th</sup> day of December, 2020.

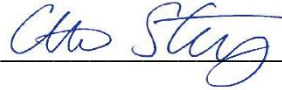


I, the undersigned, hereby certify that the foregoing Resolution Number 20-03 was duly adopted by the BOARD OF DIRECTORS following a roll call vote:

Ayes:7

Noes: 0

Absent:2

A handwritten signature in blue ink, appearing to read "Winston Stromberg", is written over a horizontal line.

Winston Stromberg

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES  
NEIGHBORHOOD LAND TRUST  
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; and

WHEREAS, the Los Angeles Neighborhood Land Trust will transfer the project and contract obligations to the City of Los Angeles upon successful completion of the project, should the grant be awarded; and

WEREAS, the Los Angeles neighborhood Land Trust acknowledges that it will comply with the contract provisions until the State approves the transfer of the contract obligations to the transferee.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE 11TH AVENUE PARK RENOVATION PROJECT; 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 Tori Kjer to conduct all negotiations, sign and submit all 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 10<sup>th</sup> day of December, 2020.

I, the undersigned, hereby certify that the foregoing Resolution Number 20-05 was duly adopted by the BOARD OF DIRECTORS following a roll call vote:

Ayes:7

Noes:0

Absent:2

 Winston Stromberg

---

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

|        |   |   |
|--------|---|---|
| PSC-1  | <u>Construction of Provisions and Titles Herein</u> .....                           | 1 |
| PSC-2  | <u>Applicable Law, Interpretation and Enforcement</u> .....                         | 1 |
| PSC-3  | <u>Time of Effectiveness</u> .....  | 1 |
| PSC-4  | <u>Integrated Contract</u> .....  | 2 |
| PSC-5  | <u>Amendment</u> .....  | 2 |
| PSC-6  | <u>Excusable Delays</u> .....   | 2 |
| PSC-7  | <u>Waiver</u> .....   | 2 |
| PSC-8  | <u>Suspension</u> .....   | 3 |
| PSC-9  | <u>Termination</u> .....  | 3 |
| PSC-10 | <u>Independent Contractor</u> .....   | 5 |
| PSC-11 | <u>Contractor's Personnel</u> .....   | 5 |
| PSC-12 | <u>Assignment and Delegation</u> .....  | 6 |
| PSC-13 | <u>Permits</u> .....  | 6 |
| PSC-14 | <u>Claims for Labor and Materials</u> .....   | 6 |
| PSC-15 | <u>Current Los Angeles City Business Tax Registration Certificate Required</u> .... | 6 |
| PSC-16 | <u>Retention of Records, Audit and Reports</u> .....                                | 6 |
| PSC-17 | <u>Bonds</u> .....  | 7 |
| PSC-18 | <u>Indemnification</u> .....  | 7 |
| PSC-19 | <u>Intellectual Property Indemnification</u> .....                                  | 7 |
| PSC-20 | <u>Intellectual Property Warranty</u> .....   | 8 |
| PSC-21 | <u>Ownership and License</u> .....  | 8 |
| PSC-22 | <u>Data Protection</u> .....  | 9 |

## TABLE OF CONTENTS (Continued)

|        |  |    |
|--------|--|----|
| PSC-23 | <u>Insurance</u> .....   | 9  |
| PSC-24 | <u>Best Terms</u> .....  | 9  |
| PSC-25 | <u>Warranty and Responsibility of Contractor</u> .....   | 10 |
| PSC-26 | <u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....               | 10 |
| PSC-27 | <u>Child Support Assignment Orders</u> .....   | 10 |
| PSC-28 | <u>Living Wage Ordinance</u> .....   | 11 |
| PSC-29 | <u>Service Contractor Worker Retention Ordinance</u> .....                                     | 11 |
| PSC-30 | <u>Access and Accommodations</u> .....   | 11 |
| PSC-31 | <u>Contractor Responsibility Ordinance</u> .....   | 12 |
| PSC-32 | <u>Business Inclusion Program</u> .....  | 12 |
| PSC-33 | <u>Slavery Disclosure Ordinance</u> .....  | 12 |
| PSC-34 | <u>First Source Hiring Ordinance</u> .....   | 12 |
| PSC-35 | <u>Local Business Preference Ordinance</u> .....   | 12 |
| PSC-36 | <u>Iran Contracting Act</u> .....  | 12 |
| PSC-37 | <u>Restrictions on Campaign Contributions in City Elections</u> .....                          | 12 |
| PSC-38 | <u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> ..... | 13 |
| PSC-39 | <u>Limitation of City's Obligation to Make Payment to Contractor</u> .....                     | 13 |
| PSC-40 | <u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....      | 14 |
| PSC-41 | <u>Compliance with California Public Resources Code Section 5164</u> .....                     | 14 |
| PSC-42 | <u>Possessory Interests Tax</u> .....  | 14 |
| PSC-43 | <u>Confidentiality</u> .....   | 15 |
| PSC-44 | <u>COVID-19</u> .....  | 15 |
| PSC-45 | <u>Contractor Data Reporting</u> .....   | 15 |

**Exhibit 1 Insurance Contractual Requirements..... 16**

## 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.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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

\_\_\_\_\_

\_\_\_\_\_

# 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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Policy : Improper Sexual Conduct

Policy Term: 10/01/2021 to 10/01/2022

Policy No: 2021-15504

Carrier: Nonprofits' Insurance Alliance of CA

Per Claim:\$1,000,000 ,Aggregate:\$3,000,000

Policy: Crime

Policy Number: 8235-0192

Carrier: Federal Insurance Company

Policy Term: 10/01/2021 to 10/01/2022

Employee Theft: Limit: \$5,000,000 ,Deductible: \$25,000

Social Engineering: Limit: \$50,000 ,Deductible: \$25,000

Policy : Property

Policy Term: 10/01/2021 to 10/01/2022

Policy No: 2021-15504-PROP

Carrier: Nonprofits' Insurance Alliance of CA

Business Personal Property, Replacement Cost: \$150,000; Deductible: \$1,000





**ADDITIONAL REMARKS SCHEDULE**

|                                     |           |   |  |
|-------------------------------------|-----------|---|--|
| AGENCY<br>Arthur J. Gallagher & Co. |           | NAMED INSURED<br>Los Angeles Neighborhood Land Trust<br>1689 Beverly Blvd.<br>Los Angeles, CA 90026 |  |
| POLICY NUMBER                       |           | EFFECTIVE DATE:   |  |
| CARRIER                             | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Crime  
 Policy Number: 8235-0192  
 Carrier: Federal Insurance Company  
 Policy Term: 10/01/2021 to 10/01/2022  
 Employee Theft: Limit: \$5,000,000 ,Deductible: \$25,000  
 Social Engineering: Limit: \$50,000 ,Deductible: \$25,000

Policy : Property  
 Policy Term: 10/01/2021 to 10/01/2022  
 Policy No: 2021-15504-PROP  
 Carrier: Nonprofits' Insurance Alliance of CA  
 Business Personal Property, Replacement Cost: \$150,000; Deductible: \$1,000

RE: Project : 11th Avenue 6103 11th Ave, Los Angeles, CA 90018





**ADDITIONAL REMARKS SCHEDULE**

|                                     |           |   |  |
|-------------------------------------|-----------|---|--|
| AGENCY<br>Arthur J. Gallagher & Co. |           | NAMED INSURED<br>Los Angeles Neighborhood Land Trust<br>1689 Beverly Blvd.<br>Los Angeles, CA 90026 |  |
| POLICY NUMBER                       |           | EFFECTIVE DATE:   |  |
| CARRIER                             | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Crime  
 Policy Number: 8235-0192  
 Carrier: Federal Insurance Company  
 Policy Term: 10/01/2021 to 10/01/2022  
 Employee Theft: Limit: \$5,000,000 ,Deductible: \$25,000  
 Social Engineering: Limit: \$50,000 ,Deductible: \$25,000

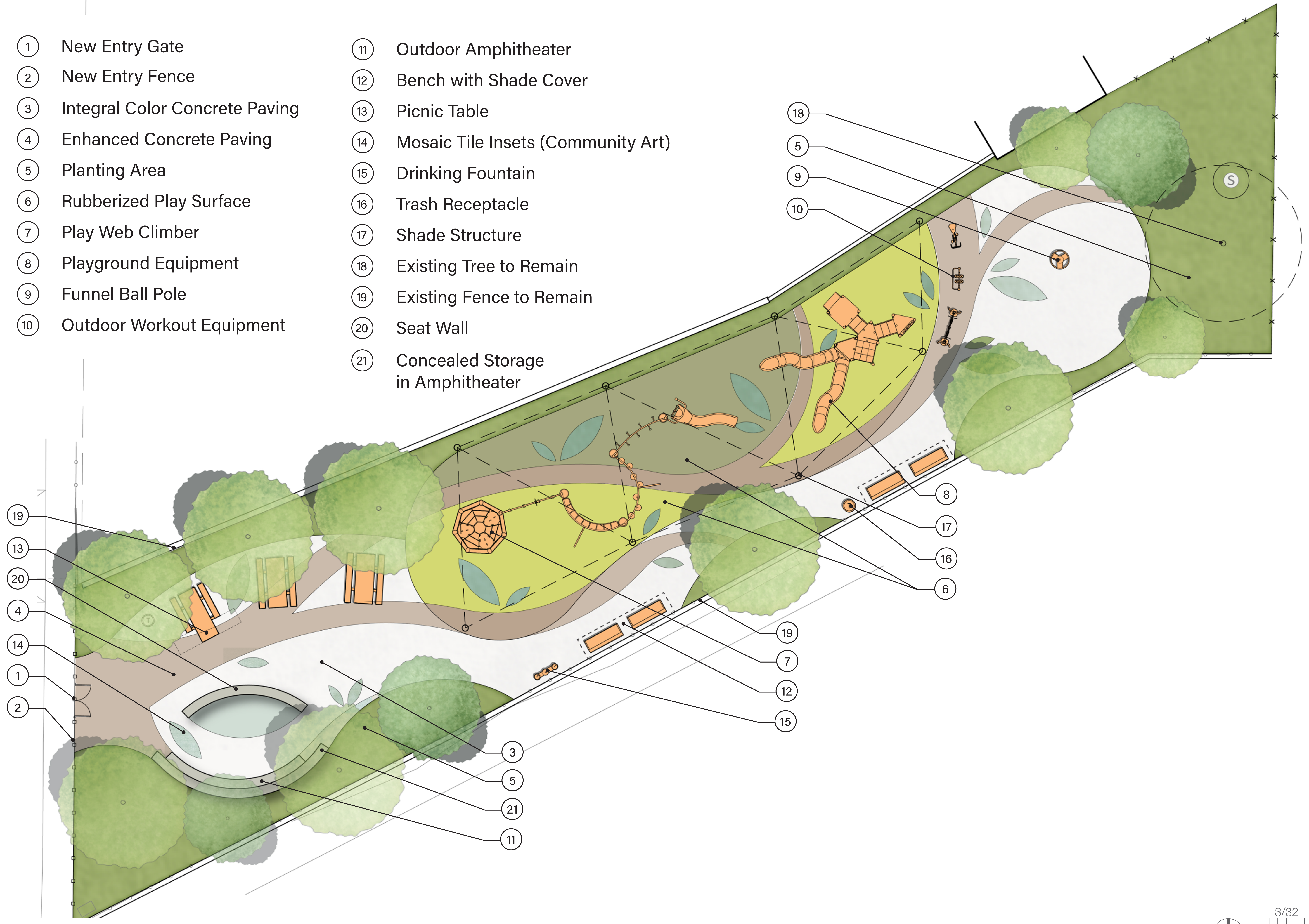
Policy : Property  
 Policy Term: 10/01/2021 to 10/01/2022  
 Policy No: 2021-15504-PROP  
 Carrier: Nonprofits' Insurance Alliance of CA  
 Business Personal Property, Replacement Cost: \$150,000; Deductible: \$1,000

RE: Project : 11th Avenue 6103 11th Ave, Los Angeles, CA 90018



- ① New Entry Gate
- ② New Entry Fence
- ③ Integral Color Concrete Paving
- ④ Enhanced Concrete Paving
- ⑤ Planting Area
- ⑥ Rubberized Play Surface
- ⑦ Play Web Climber
- ⑧ Playground Equipment
- ⑨ Funnel Ball Pole
- ⑩ Outdoor Workout Equipment

- ⑪ Outdoor Amphitheater
- ⑫ Bench with Shade Cover
- ⑬ Picnic Table
- ⑭ Mosaic Tile Insets (Community Art)
- ⑮ Drinking Fountain
- ⑯ Trash Receptacle
- ⑰ Shade Structure
- ⑱ Existing Tree to Remain
- ⑲ Existing Fence to Remain
- ⑳ Seat Wall
- ㉑ Concealed Storage in Amphitheater



# 11TH AVENUE FAMILY PARK ILLUSTRATIVE PLAN

LANLT  
JANUARY 2023



**EPTDESIGN**