

APPROVED

MAY 18 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-104

DATE May 18, 2023

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOYLE HEIGHTS SPORTS CENTER – AGREEMENT WITH LOS ANGELES CONSERVATION CORPS, INC. FOR THE OPERATION AND MAINTENANCE OF THE EAST LOS ANGELES CONSERVATION CORPS SITE; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

*B. Aguirre BA M. Rudnick
C. Santo Domingo
B. Jackson N. Williams

[Signature]
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve a proposed ten (10) year Agreement (Agreement) between the Department of Recreation and Parks (RAP) and the Los Angeles Conservation Corps, Inc. (Organization) for the operation and maintenance of the RAP property referred to as the East Los Angeles Conservation Corps Site (Property), in the form attached hereto as Attachment 1, for the continued operation of programming and operations at the Property, which includes providing at-risk young adults and school-aged youth with skills training and associated activities (Program) as described by Exhibit B of the proposed Agreement, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board of Recreation and Parks Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Direct RAP's Chief Accounting Employee to deposit Cost Recovery Reimbursement Fees (CCRF) received from the Organization in appropriate accounts established for such

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purpose;

5. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
6. 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 an NOE; and,
7. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

The Los Angeles Conservation Corps, Inc. (LACC) is an environmentally focused youth development non-profit organization that offers paid work experience on community projects and vocational education programs to encourage social development and build resilience for youth and young adults and the communities they serve.

The Organization is requesting approval of the proposed Agreement in order to continue current Program operations, including the maintenance and operation of the community garden space at the East Los Angeles Conservation Corps Site. The Property is dedicated park property, which is technically part of the Boyle Heights Sports Center, but is physically located across the street from the Sports Center at 1020 South Fickett Street, Los Angeles, CA 90023. Agreement No. 3430, between RAP and the Organization, was first approved by the Board on August 8, 2012, included with this Report as Attachment 2. Agreement No. 3430 was executed on February 7, 2013, for a three (3) year term which expired on February 6, 2016. An Amendment to Agreement No. 3430 was executed on February 7, 2016, included with this report as Attachment 3, extending the term for an additional seven (7) years which expired on February 6, 2023. A temporary, revocable Right of Entry Permit with an expiration date of August 6, 2023, was issued to the Organization to cover the time period required to approve and execute the proposed Agreement recommended for approval under this Report.

The Organization has successfully operated the East Los Angeles Conservation Corps Site for the past ten (10) years at their sole cost and has received positive yearly evaluations from staff. The Organization has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the Property. Staff therefore recommends that the Board approve the proposed Agreement with updated provisions, for a term of ten (10) years, allowing the Organization to continue operating and maintaining the East Los Angeles Conservation Corps Site for the benefit of the youth of Los Angeles, the local community, and RAP. In accordance with established RAP Cost Recovery Reimbursement Policies related to utilities, solid waste

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disposal, and staff impacts and pursuant to the proposed Agreement, Organization shall continue to pay the applicable Cost Recovery Reimbursement Fee to RAP for Staff Impacts. Utility and Solid Waste Disposal costs will be the sole responsibility of Organization, and will continue to be paid directly to the applicable utility provider(s) and solid waste disposal company.

TREES AND SHADE

This proposed Agreement will not have any impact on existing trees or shade at the Property.

ENVIRONMENTAL IMPACT

The proposed Project consists of the renewal and amendment of a permit to use an existing facility involving negligible or no expansion of use.

According to the parcel profile report retrieved on November 4, 2022 this area does not reside in a liquefaction, 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 November 4, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at 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 500 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, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT:

The approval of this Agreement will have no adverse impact on the RAP General Fund, as the Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of the East Los Angeles Conservation Corps Site.

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STRATEGIC PLAN INITIATIVES AND GOALS:

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

Goal No. 5: Ensure an Environmentally Sustainable Park System

Outcome No. 4: Increased opportunities for environmental education

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section, and Priya Macwan, Management Analyst, Sustainability and Partnership Sections.

List of Attachments:

1. Proposed Agreement
2. Agreement No. 3430
3. Amendment to Agreement No. 3430

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES CONSERVATION CORPS, INC.
FOR THE OPERATION AND MAINTENANCE OF
THE LOS ANGELES CONSERVATION CORPS, EAST LA SITE**

This AGREEMENT (“AGREEMENT” or “CONTRACT”) is entered into as of _____, 20____, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Los Angeles Conservation Corps, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”), for the operation and maintenance of the site referred to as the East Los Angeles Conservation Corps Site, as more fully described in this Agreement. CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property located at 1020 South Fickett Street, Los Angeles, CA 90023, commonly known as the Los Angeles Conservation Corps, East LA Site (“PROPERTY”), which includes a community garden and urban farm as defined by the site plan attached hereto and incorporated herein by reference as Exhibit A (“SITE PLAN”); and,

WHEREAS, ORGANIZATION is substantially engaged in performing public works and conservation projects for at-risk young adults and school-aged youth along with skills training and activities; and,

WHEREAS, ORGANIZATION has been using the PROPERTY for the purposes of ORGANIZATION’s operations, which includes providing the youth of Los Angeles with work experience that enables their social development while benefiting the community and the operations and management of a community garden, in accordance with the terms and conditions set forth in Contract No. 3430 which was executed on February 7, 2013, for a three (3) year term which expired on February 6, 2016; and,

WHEREAS, ORGANIZATION and RAP mutually agreed that it would be in the best interest of the ORGANIZATION’s program participants, the community, and RAP, to extend the term of Contract No. 3430 for seven (7) additional years to February 6, 2023 through an Amendment to Contract No. 3430, which was approved by the Board of Recreation and Park Commissioners on September 2, 2015 (Report No. 15-200); and,

WHEREAS, ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its operation of community and youth programs at the PROPERTY through the operation and maintenance of the community garden and urban farm, for an additional ten (10) year term, in order to continue this collaboration of providing the community, young adults and school-aged youth with access to the PROPERTY for skills training and work activities, as well as community garden programming (collectively “the PROGRAM”); and,

WHEREAS, ORGANIZATION has agreed to operate and maintain the PROPERTY in accordance with the terms and conditions herein to fulfill the needs of the residents of the City of Los Angeles; and,

WHEREAS CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on _____ date _____ (Board Report No. XX-XXX).

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

1. LICENSE TO USE AND DESCRIPTION OF PROPERTY.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT a license to use the PROPERTY solely for the operation of the PROGRAM as described herein, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP’s provision of such, in accordance with RAP Standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fees.

The PROPERTY is depicted by the SITE PLAN attached hereto as Exhibit A, to be used for purposes of operating and maintaining the PROGRAM in accordance with the terms and conditions of this AGREEMENT. The PROPERTY shall be used by ORGANIZATION during normal PROGRAM operating hours, as described below in Section 6 of this AGREEMENT (Days and Periods of Use).

2. TERM AND TERMINATION.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be ten (10) years from the COMMENCEMENT DATE, subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) more fully described below in Section 3 of this AGREEMENT.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause (including any breach or default of the provisions of this AGREEMENT) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii)

ORGANIZATION implements the general termination provision described herein.

- b. Termination. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 22 and 23, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty (60) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

Upon expiration of the term of this AGREEMENT, or if CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PROPERTY, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. ANNUAL PERFORMANCE REVIEWS.

PARTIES mutually agree to ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations for the operation of the PROGRAM as more fully described under the PERMITTED USES section specified herein, and further described in Exhibit B, and maintenance of the PROPERTY under this AGREEMENT;
 - iii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Annual Performance Report Questionnaire included as Exhibit C;
 - iv. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of the public throughout the TERM of this AGREEMENT;
 - v. The volume of the public's participation in ORGANIZATION's PROGRAM;
 - vi. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY and,
 - vii. ORGANIZATION's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 1st through August 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"), which shall be incorporated herein by reference.

The PERFORMANCE REPORT should generally describe ORGANIZATION's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION's performance during the prior fiscal year (July 1st through June 30th). This PERFORMANCE REPORT shall include, but not be limited to:

- i. Annual Financial Statement (Revenue and Expenditures for prior fiscal year);
 - ii. Annual Budget for upcoming fiscal year (July 1st through June 30th);
 - iii. PROGRAM participant data describing the number of persons served during the prior fiscal year and all fees charged;
 - iv. Sample copies of marketing, recruitment, and press materials should any exist; and,
 - v. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request additional materials or clarifying information following an initial review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the ANNUAL PERFORMANCE REVIEW and PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's recreational and operations and maintenance staff at the PROPERTY. An Annual Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

4. **ACCESS TO PROPERTY.**

ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY shall abide by the terms and conditions expressed in this AGREEMENT, and shall cooperate fully with CITY and its employees in the performance of their duties. Any third-party participation in the PROGRAM shall be supervised by ORGANIZATION at all times while such third-party is present on the PROPERTY, RAP on-site staff shall be made aware of such third-party activities.

Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. RAP shall make a reasonable effort to provide the ORGANIZATION with twenty-four (24) hours prior notice. However, no such advance notice by RAP to ORGANIZATION shall be required in the case of emergencies. If a governmental body with jurisdiction over the PROPERTY and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PROPERTY, are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities at the PROPERTY by providing

written notice to ORGANIZATION of such suspension. A suspension under this section shall be subject to Section 15. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same. If required for public safety, the CITY may immediately suspend and/or temporarily terminate ORGANIZATION activities involving the PROPERTY.

PARTIES agree that CITY shall be allowed access to, and use of, any portion of the PROPERTY in case of a natural disaster or emergency such as without limitation an earthquake or fire as a designated public emergency shelter site or showering facility for the homeless. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay the CRRF (defined below) to the CITY shall be suspended during such time period that CITY has taken over the PROPERTY for the above use.

5. **PERMITTED USES AND USE RESTRICTIONS.**

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION shall, at its sole cost and expense:

- a. Use the PROPERTY for PROGRAM purposes only, which includes planning, staging, and training for conservation programs which are implemented city-wide and incorporate youth participation; conduct youth-oriented and community gardening opportunities; and other recreational uses that enhance but do not conflict with RAP programs and services, all in accordance with the program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit B. ORGANIZATION shall not charge any rates or fees in connection with its PROGRAM at the PROPERTY.
- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- c. Maintain PROPERTY in accordance with Section 9 of this AGREEMENT.
- d. Provide all staff, materials, supplies, equipment and funds necessary to perform the operation of the PROGRAM including the provision of services as agreed to herein to the reasonable satisfaction of CITY.
- e. Not sublet or issue any permit for use of the PROPERTY.
- f. Ensure ORGANIZATION's protocol for selecting and authorizing any person participating in the provision of PROGRAM activities on the PROPERTY complies with applicable local, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED

USES described herein, including background checks, fingerprinting, and any certifications, licenses and approvals to the extent required by applicable law. ORGANIZATION shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of the PROGRAM.

- g. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to tax permits, business licenses, health permits, certifications, etc.
- h. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PROPERTY as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PROPERTY to the extent such claims do not arise due to any CITY action or omission.
- i. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- j. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
- k. Ensure that no merchandise be sold or authorize to be sold on the PREMISES, either by ORGANIZATION or otherwise.
- l. Operate the PROGRAM free of charge for PROGRAM participants.
- m. For as long as any Federal, State or City vaccination mandates or requirements remain in effect for Federal, State, City employees, and/or City contractors, the employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (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, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. 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, ORGANIZATION 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.

- n. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM at the PROPERTY, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION’s compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- o. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM at the PROPERTY, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

6. **DAYS AND PERIODS OF USE.**

ORGANIZATION shall be entitled to use the PROPERTY to operate the PROGRAM and for special events during the days and times specified below (“PERMITTED TIMES”).

- a. PROGRAM Operation: 6:00am – 10:00pm daily. Any extended times or hours for specified events or programs related to the PROGRAM may be granted with prior written consent of the City.
- b. Special Events: ORGANIZATION shall make requests for use of PROPERTY or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Sections 10 and 11, by completing a Building Use Application at least sixty (60) days in advance

of the particular activity or event and submitting it to the Partnership Section as referenced in Section 24 (Notices). No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 11. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m.in accordance with Los Angeles Municipal Code Section 63.44.

- c. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic, security and attendance.

7. **PARKING.**

During the Term of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

8. **MAINTENANCE OF PROPERTY.**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.

- a. ORGANIZATION accepts the PROPERTY in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PROPERTY or which may otherwise arise by reason of the use of the PROPERTY, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- b. ORGANIZATION, in performing any required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. Maintenance to be performed by ORGANIZATION:

- i. Pick up and dispose of trash and debris, whether by ORGANIZATION'S activity or activity of a contracted vendor, during and after use by ORGANIZATION;
 - ii. Prevent any such matter or material from being or accumulating upon the PROPERTY such that it is clearly visible to public view;
 - iii. Keep the PROPERTY and the surrounding areas clean and safe at all times;
 - iv. Maintain pedestrian paths, common walkways and other areas; and
 - v. Maintain the PROPERTY in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19 and all fire safety standards, practices and regulations for the PROPERTY.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PROPERTY
- e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials at the PROPERTY during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION personal property before, during, or after PERMITTED TIMES.
- f. ORGANIZATION shall promptly repair, or cause to be repaired, any damages to the PROPERTY which occur during ORGANIZATION's operations, or that is caused by ORGANIZATION's use of the PROPERTY. ORGANIZATION shall promptly report any damages to the PROPERTY which occur during ORGANIZATION's operations, or by vandalism, its restoration, refurbishment, or maintenance as soon as is possible, but no later than forty-eight (48) hours from discovery by ORGANIZATION. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PROPERTY immediately cease. ORGANIZATION shall be responsible for any damage to the PROPERTY caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.
- g. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of ORGANIZATION with glass of the same size, kind, and quality.

- h. ORGANIZATION shall be responsible for securing the PROPERTY, including any and all personal property existing on the PROPERTY. RAP shall bear no responsibility for the security of the ORGANIZATION's personal property, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- i. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

9. **FUNDING.**

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or directly related to matters covered by this AGREEMENT, or directly generated from fundraising programs or activities conducted on the PROPERTY, including but not limited to the delivery of the PROGRAM, and excluding general de minimis administrative activities of the ORGANIZATION conducted on the PROPERTY which may result in the generation of funds, such as grant applications submitted from, but not necessarily for, the PROPERTY, will be strictly accounted for as provided herein. Such funds generated by ORGANIZATION in connection with the PROPERTY, shall not be used for purposes unrelated to this AGREEMENT and/or unrelated to the operation and maintenance of the PROPERTY.

If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. Although participant fees are not normally charged for participation in the PROGRAM, ORGANIZATION shall reserve the right to on occasion charge its patrons appropriate fees for special programs, events, services, and/or activities offered by ORGANIZATION at the PROPERTY, subject to advance written approval by RAP in accordance with the terms and conditions of this AGREEMENT. Any such fees shall be in an amount comparable to fees charged for similar programs, events, services, activities in the community, subject to RAP's written approval in advance of any such fees being charged.

10. **FUNDRAISING.**

ORGANIZATION may hold fundraising activities at the PROPERTY, but must obtain prior written approval for the date and time from the RAP Staff listed in Section 24 (Notices) for each fundraising event, no fewer than (10) calendar days prior to the scheduled activity in accordance with the procedure in Section 6c. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PROPERTY must be used only in support of the activities authorized under this AGREEMENT. Within sixty (60) days after each fundraising event held at the PROPERTY, ORGANIZATION shall provide a written balance statement for the event

that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.j. of this AGREEMENT. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance or closure of the host facility for as many as seven days per calendar year.

11. CONSIDERATION AND CRRF.

The consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PROPERTY, shall be the provision and operation of the PROGRAM, for the benefit of the general public, at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of operations and maintenance, ORGANIZATION is also responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, ORGANIZATION shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a. Cost Recovery Reimbursement Fees (CRRF): ORGANIZATION shall pay a CRRF to RAP for costs incurred by RAP, as related to ORGANIZATION's use of the PROPERTY, which do not include any costs paid directly to applicable utility or service providers. The annual CRRF for use of the PROPERTY shall be one thousand seven hundred and four dollars (\$1704.00) to be paid between July 1 and July 15 of each current year. PARTIES may discuss and agree that the annual Cost Recovery Fee may be paid in increments, semi-annually in the amount of \$852.00, quarterly in the amount of \$426.00, or monthly in the amount of \$142.00. Should payment be made incrementally, payments shall be due by the tenth day of each period (by July 10th and January 10th for semi-annually; by the 10th of July, October, January, and April for quarterly; and by the 10th of each month for monthly). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance. Non-payment of the CRRF shall be considered a default of this AGREEMENT and cause for immediate termination of this AGREEMENT.
- b. Electricity and Water. Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), ORGANIZATION shall be solely responsible for the cost of utility services at the PROPERTY (water, gas, and electricity). Such utility expenses shall be paid directly by ORGANIZATION to applicable utility service provider(s).
- c. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-

028), removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with such services performed by a non-CITY provider and billed directly to the ORGANIZATION.

- d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 19, 2012 (Report No. 12-217), ORGANIZATION shall be responsible for reimbursing RAP for administrative support costs incurred by RAP in the amount of One Hundred Forty-Two Dollars (\$142.00) per month. The CRRF is inclusive of the Staff Impact Fee and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 12(a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized within the PROPERTY and shall pay the service provider directly.
- f. All CRRF payments must be made by check or money order made payable to:

“City of Los Angeles Department of Recreation and Parks”
- g. All CRRF payments must be mailed or delivered to:

City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

12. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS.

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

13. CAPITAL PROJECT PROPOSAL.

When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION shall adhere to the following guidelines and instructions for submitting a proposed project for CITY’s consideration:

- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but not limited to, project objectives, conceptual drawings, a written description of the

project's scope of work, general project details and requirements, and estimated preliminary budget.

- b. Should the project be conceptually approved by the BOARD, ORGANIZATION will be authorized to perform any required preliminary work or site assessments, either through a Right of Entry permit if required, or the CITY's authorization and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to the CITY's conceptual approval of the proposed project.
- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, ORGANIZATION shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. ORGANIZATION shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- h. ORGANIZATION shall submit approved plans and specifications for final approval to:
 - Superintendent, Planning, Development and Maintenance Branch,
City of Los Angeles Department of Recreation and Parks,
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012
- i. Upon receipt of final approval, commence construction in coordination with CITY staff.

14. **INSURANCE.**

Before accessing and using the PROPERTY under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

15. INDEMNIFICATION.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION 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, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) 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 ORGANIZATION, 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 AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

ORGANIZATION is aware of the condition of the PROPERTY and accepts the PROPERTY in its present condition, and agrees to abide by all health and safety regulations and orders. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

ORGANIZATION further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and ORGANIZATION hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of ORGANIZATION's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to

claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. ORGANIZATION further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

16. CASUALTY AND CONDEMNATION.

ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon that is damaged by casualty or taken by condemnation, or deemed a material threat to public safety as set forth in Section 4, until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PROPERTY damaged by casualty in whole or in part. If CITY chooses not to restore the PROPERTY, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PROPERTY is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within sixty (60) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

17. PUBLICITY.

Should there be the need, CITY and ORGANIZATION 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, the use of the PROPERTY or promotion of the PROGRAM or construction of any improvements at the PROPERTY in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PROPERTY prior to implementation with respect to the ORGANIZATION's use of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PROPERTY in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by

either CITY or ORGANIZATION, in whole or in part, with respect to the PROGRAM and the use of the PROPERTY in connection thereto, shall contain any acknowledgements required under any grant agreement.

18. SIGNAGE.

No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

19. FILMING. It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the PROPERTY shall be subject to approval by RAP and the Film Office. All fees for use of the PROPERTY by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PROPERTY.

20. TAXES AND POSSESSORY INTEREST.

ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PROPERTY, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

21. BREACH OR DEFAULT BY ORGANIZATION.

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

22. BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES.

Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

23. NOTICES.

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

ORGANIZATION: Los Angeles Conservation Corps
 c/o Wendy Butts, CEO
 P.O. Box 861658
 Los Angeles, CA 90086-1658
 (213) 362-9000
 wbutts@lacorps.org

To CITY: City of Los Angeles Department of Recreation and Parks
 Attn: Partnership Section
 221 N. Figueroa Street, Suite 180
 Los Angeles, CA 90012
 (213) 202-5600
 rap.partnerships@lacity.org

With a copy to: City of Los Angeles Department of Recreation and Parks
Metro Regions Administration Division
Attn: Anita Meacham, Metro Region Superintendent
3900 Chevy Chase Drive,
Los Angeles, CA 90039
(213) 485-1310
anita.meacham@lacity.org

24. REPRESENTATIONS AND WARRANTIES.

CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.

25. NO JOINT VENTURE OR AGENCY RELATIONSHIP.

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

26. RELATIONSHIP OF PARTIES.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

27. MERCHANDISE.

No merchandise shall be sold by ORGANIZATION on the PROPERTY without the prior written consent of the RAP General Manager or his or her designee.

28. SAFETY PRACTICES.

ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 24 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PROPERTY shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall maintain a record of non-serious injuries occurring on the PROPERTY, copies of which shall be provided to RAP upon receipt of a written request therefore. ORGANIZATION shall

keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

29. SUSPECTED CHILD ABUSE.

ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PROPERTY. ORGANIZATION will notify RAP contact listed in Section 24 within twenty-four (24) hours of any such report.

30. HAZARDOUS SUBSTANCES.

PARTIES agree that the PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used at the PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PROPERTY.

31. RATIFICATION.

At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

32. ORDINANCES AND STANDARD PROVISIONS.

The "Standard Provisions for City Contracts (Rev. 09/22)[v.1]"; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 09/22)[v.1]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

33. INCORPORATION OF DOCUMENTS.

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations,

discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

EXHIBIT A: Site Plan

EXHIBIT B: Conservation Corps Program & Community Garden Rules and Policies

EXHIBIT C: Sample Annual Performance Report Questionnaire

EXHIBIT D: Insurance Requirements and Instructions for Submission

EXHIBIT E: Standard Provisions for City Contracts (Rev. 09/22)[v.1]

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 7) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

ORGANIZATION:

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

LOS ANGELES CONSERVATION CORPS, INC. a California 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

**EXHIBIT A
Site Map**

East LA Conservation Corps Site
1020 South Fickett Street, Los Angeles, CA 90023 (APN 5189-008-908)

The PROPERTY authorized for the operation and maintenance of the PROGRAM at the East Los Angeles Conservation Corps Site by ORGANIZATION is illustrated below enclosed in the red line.

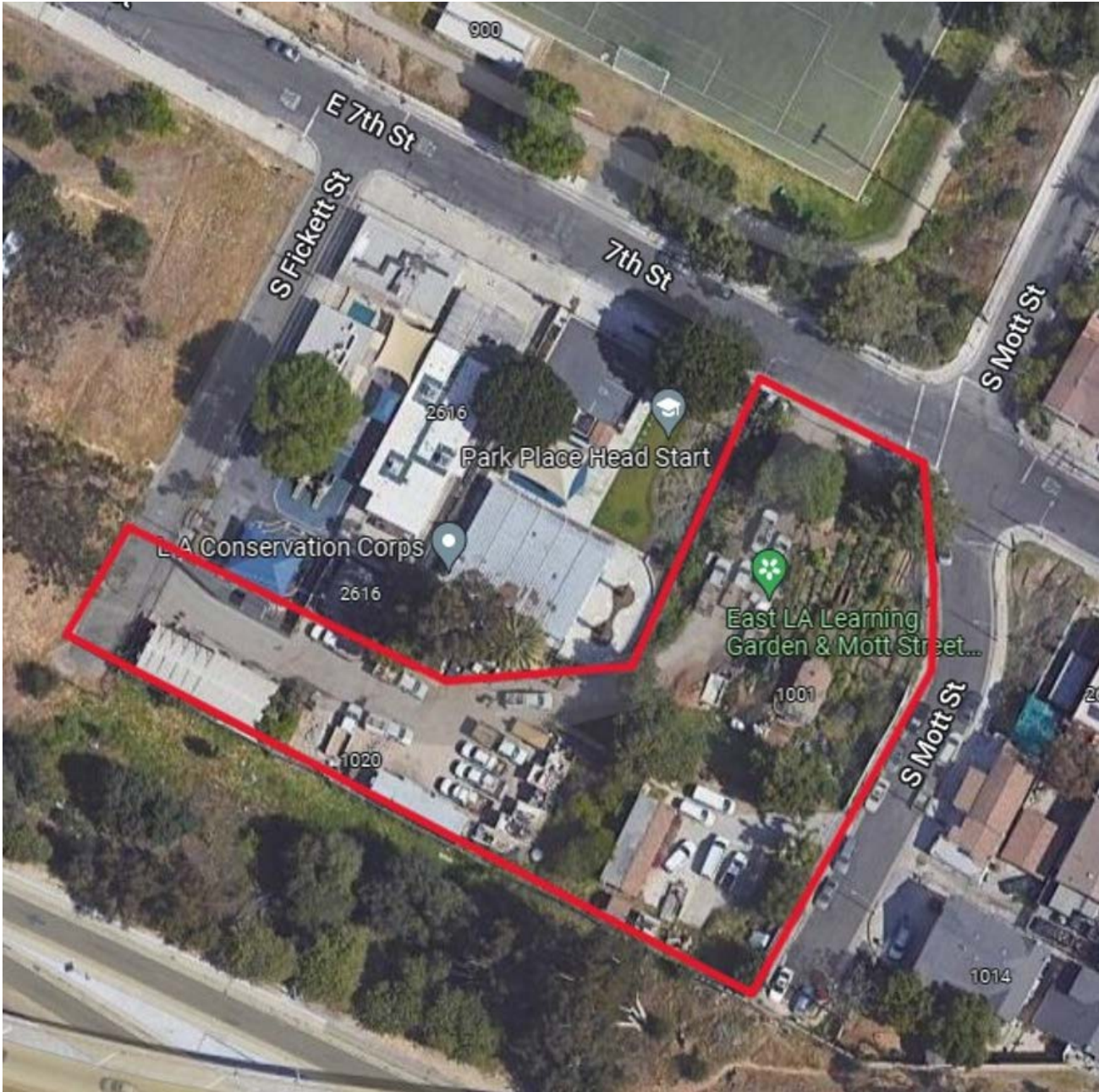


EXHIBIT B Conservation Corp Program & Community Garden Rules and Policies



Transforming Youth. Enhancing Communities.

Los Angeles Conservation Corps

The LA Conservation Corps (LA Corps) is an environmentally focused youth development organization. We unleash the power of youth to restore the urban environment and preserve natural resources on the coast and in the forests and mountains surrounding Los Angeles. Corpsmembers make Los Angeles' under-served urban neighborhoods better places to live, work, learn, and play. In the course of restoring the environment for future generations and serving the communities they live in, youth are empowered to build confidence and chart their own course toward a meaningful career through access to education, paid job training, and support services.

Our Roots

Now the nation's largest urban conservation corps, the LA Corps was founded in 1986 by former U.S. Secretary of Commerce Mickey Kantor and modeled after the depression-era Civilian Conservation Corps.

Our Programs

Young Adult Corps

Young adults between the ages of 18-26 restore habitat, clean alleys, recycle, build parks and community gardens, plant trees, refurbish trails, rescue food waste, build affordable housing, and so much more as part of our environmentally focused crews.

Young Adult Corpsmembers:

- Receive on-the-job training, paid work experience, and education through urban greening and environmental service projects.
- Have the opportunity to earn a high school diploma and receive guidance in applying to college or a vocational training program.
- Earn specialized certifications in a variety of technical job skills.
- Access scholarships, additional financial support and job placement services.
- Build confidence and a shared sense of responsibility for the community.

After School Program

The After School Program (ASP) extends the school day in fun ways to cultivate critical thinking in young minds at elementary and middle schools throughout the Los Angeles Unified School District.

ASP students participate in a safe worry-free environment with academic enrichment (the arts, e-sports, music, STEAM, etc.), tutoring, and mentoring services.

Clean & Green

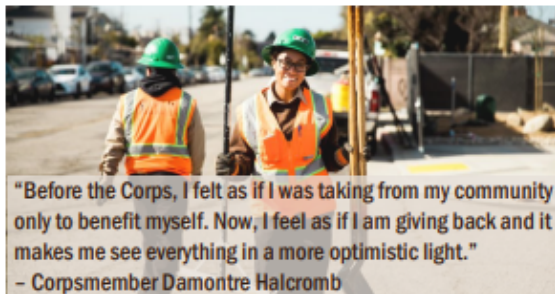
Youth, ages 14-21, get a first job experience through environmental and community service focused work in all 15 LA City Council Districts.

Clean & Green Corpsmembers:

- Gain environmental education and work experience by helping "clean and green" the community.
- Develop a strong work ethic and marketable job skills to build a solid foundation for future success.
- Earn a paycheck, enhance their resumes, and engage in teamwork and leadership experiences to become positive role models for their peers.

Corpsmember Development

We boost Corpsmembers' opportunities for success by providing case management, life skills development, legal services, academic and career advising, career transition support, resume development, interview prep, work readiness certification, and opportunities to apply for college and access to vocational scholarships.



"Before the Corps, I felt as if I was taking from my community only to benefit myself. Now, I feel as if I am giving back and it makes me see everything in a more optimistic light."

- Corpsmember Damontre Halcromb



We're located in: Northeast LA, East LA, South LA, Compton, East & West San Fernando Valley

CONTACT US

213-362-9000

info@lacorps.org

@lacorps



www.lacorps.org



LA CONSERVATION CORPS

East LA Community Garden Rules & Regulations

1.	Community Members within a half mile radius will be given first priority to garden plots. One plot per family. If interested in a second plot, contact garden manager. Plots will be assigned on a first come, first serve basis. Once all plots are assigned, all prospective gardeners will go on a waiting list and position will be determined by date of interest.
2.	Once assigned a plot, gardener must clear, cultivate and plant within four weeks of receiving plot.
3.	No pets allowed in the garden.
4.	Garden bed boundaries are clearly defined. Plants must remain inside of each garden plot. Trees and invasive species are not allowed in individual garden plots.
5.	Every gardener is responsible for their own plot. If you will be absent and unable to tend your plot, please inform garden manager so that your plot will be maintained. Failure to do so may result in verbal warnings.
6.	No exchanging of plots without the knowledge and consent of the garden manager.
7.	No planting in the open/passive park area without knowledge and consent of garden manager.
8.	All trash must be dropped in the trash receptacles or recycling bins.
9.	All green waste shall be placed in the assigned compost area. Invasive weeds are to be placed in the black trash receptacles.
10.	All paths and plots must be kept free of trash, weeds and debris. You are responsible for continued weeding and mulching of common path surrounding your individual plots. We will work to have mulch readily available for use in paths. Please do not utilize large branches or straw as they may pose safety issues.
11.	Garden beds that are not maintained, are unattended or have improper plantings will be given a verbal warning by the garden manager. You must resolve the issue within 2 weeks. If not resolved after two weeks, a second warning will be issued. If not resolved within 2 weeks of second warning, plot will be considered abandoned and you will be terminated from the garden.
12.	Only organic pesticides/herbicides are allowed. For a complete list of acceptable pesticides/herbicides, please talk with garden manager.
13.	Crops must be harvested when they are mature to deter pest and rodents. If you have surplus, share it with your fellow gardeners or donate it.
14.	Conserve water and electricity to the best of your ability.
15.	Be considerate of other plots when watering and try to avoid spraying others plants.
16.	Notify the garden manager of any water system leaks immediately. If you break a water line, please shut off at main valve and contact garden manager.
17.	Garden tools are for all gardeners to use. After every usage return to small tool shed. We will keep a limited number of tools available for daily use, however due to the number of gardeners, it is suggested that you bring your own tools.
18.	Leave all hoses neatly coiled near water spigots and maintain your garden bed walls. And repairs to your garden plot walls will be done so at your own expense.
19.	If vandalism, theft or accident occurs at the garden, please notify garden manager.
20.	As a courtesy to your neighbors, please do not play loud radios.
21.	Each plot requires 12 hours of community service per year. This is service for the entire community garden and must be completed at the monthly community work days. If you are unable to attend these monthly workdays, please contact the garden manager and they will identify additional work for you to fulfill you hours.
22.	Smoking, alcoholic beverages and illicit drug use are prohibited throughout the area, and may result in immediate termination.
23.	Children and guests must be accompanied by an adult and must be supervised at all times.
24.	Garden hours are sunrise to sunset, seven days a week except for special events.
25.	If you would like to use the open space for an event you must notify the garden event coordinator and fill out an event form.
26.	If you, your family or guest damage any property or equipment of the garden you will be responsible to fix or replace item(s).
27.	Keep the gardener's lock and chain on the gate locked at all times. Please lock the gate after entering and after leaving to help avoid theft from plots by non-members.
28.	Do not pick produce from others plots without expressed written permission. Taking of produce without permission will be considered theft and will result in immediate termination.
29.	The fruit trees are communal property, but are cared for by specific individuals. You are allowed to take two handfuls of fruit per day from the trees when fruit is ripe. Please do not trim or prune fruit trees without permission from garden manager.

EXHIBIT C
Sample Annual Performance Report Questionnaire



City of Los Angeles Department of Recreation and Parks
Partnership Section

ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: _____

ADDRESS: _____

CONTACT NAME: _____ **PHONE NUMBER:** _____

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required Annual Performance Report, please provide responses to the following questions (if applicable) regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary.

Please send the completed Report to the Partnership Section at rap.partnerships@lacity.org, with "Annual Performance Report – *organization name*" on the subject line. You may contact Partnership Section staff at (213) 202-5600, should you have any questions.

A. PROGRAM

1. Describe the program and/or service(s) offered.
2. What are the hours of operation/sessions for the facility?
3. How many participants were enrolled during the performance period?
4. How many of the enrolled participants are from the community (within a 5-mile radius)?
5. How many employees does the organization have?
6. How many volunteers does the organization have?
7. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
8. Is the organization able to accommodate participants who have special needs?
 - If so, what needs can be met?
 - Do any of the current, enrolled participants have special needs?
9. List the achievements and/or challenges that occurred during this performance period.
10. Please provide a copy of the schedule of events and activities that occurred during the performance period.

B. FINANCIAL

1. Provide the schedule of rates and fees for the public programs and services offered.
2. Did the rates/fees increase during this performance period?
3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

Partnership Section
Annual Performance Report

C. OUTREACH

1. Did the organization operate at full capacity during this review period?
2. Does the organization have a waiting list?
 - Are potential participants charged a fee to be added to the waiting list?
 - What is the organization's method for choosing an individual from the waiting list to fill an available spot?
3. What effort did the organization make during this review period to recruit new participants?
4. Does the organization collect demographic information from the participants?
5. Does the organization survey participants about the program?

D. SAFETY COMPLIANCE

1. Are the organization's employees and volunteers fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to participants?
 - Does this ratio satisfy applicable requirements for supervision and safety under industry regulations/guidelines?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

E. ORGANIZATION COMPLIANCE

1. Is the organization in good legal standing as a nonprofit organization?
2. Does the organization sub-let any space to another entity?
3. Has the organization received any complaints?
 - If so, please describe the situation and how it was addressed/resolved.
4. Were any improvements or repairs to the facility performed by the organization or RAP? Please list the date(s) and name(s) of the entities involved, including RAP staff.
5. Does the organization have any staff or volunteer comments/issues/requests that the organization would like to discuss with RAP?

REQUIRED ATTACHMENTS (as applicable)

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. Copy of IRS 990 form
6. Copies of:
 - Waiting List
 - Demographic Information (if applicable)
 - Annual Surveys of Participants
 - Marketing Materials
 - Insurance Confirmation Number (from Risk Management website)
 - Proof of 501(c)(3) status

Thank you for your cooperation in completing this process.

Revised April 2020

EXHIBIT D

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps, Inc. Date: 11/15/2022

Agreement/Reference: East Los Angeles Conservation Corps Site Community Garden and Urban Farm

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.

Table with columns for coverage type and limits. Includes sections for Workers' Compensation and Employer's Liability, General Liability, Automobile Liability, Professional Liability, Property Insurance, and Surety Bonds.

Other: Provided to: Priya Macwan
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT E

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

[ATTACHED SEPARATELY]

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES CONSERVATION CORPS, INC.
FOR THE OPERATION AND MAINTENANCE OF THE
EAST LOS ANGELES CONSERVATION CORPS SITE**

This AGREEMENT ("AGREEMENT") is entered into as of February 7, 2013, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (CITY), and Los Angeles Conservation Corps, Inc., a California 501(c)(3) non-profit corporation within the City of Los Angeles (referred to herein as, "ORGANIZATION"), with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks (RAP), owns and operates real property located at 1020 South Fickett Street, Los Angeles, California 90032 known as the East Los Angeles Conservation Corps site ("PROPERTY") as defined by the legal description and/or site map attached hereto and incorporated herein as Exhibit-A.

WHEREAS, ORGANIZATION is substantially engaged in performing public works and conservation projects utilizing at-risk young adults and school-aged youth which along with skills training and outdoor activities provides the youth with work experience that enables their social development while benefitting the community;

WHEREAS, ORGANIZATION has agreed to operate and maintain the PROPERTY in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and

WHEREAS, CITY agreed to accept this offer of operations and maintenance at their meeting of August 8, 2012, Report No. 12-232;

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

1. **USE OF PROPERTY**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to use the PROPERTY for the operation of a Conservation Corps site as described in the Permitted Uses set forth below, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including payment of Cost Recovery Fees as applicable and performance of Maintenance Requirements at the sole cost and expense of ORGANIZATION.

2. **TERM AND TERMINATION**

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT:

- A. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution ("COMMENCEMENT DATE"), and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from RAP or ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii) ORGANIZATION implements the general termination provision described herein.
- B. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to RAP within sixty (60) calendar days of receiving a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove the same, in which event ORGANIZATION shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
- C. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

3. **ANNUAL PERFORMANCE REVIEWS**

PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- A. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;

- (ii) Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by ORGANIZATION's program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B;
 - (iii) Adequacy of ORGANIZATION's funding;
 - (iv) The volume of the public's participation in ORGANIZATION's programs; and,
 - (v) ORGANIZATION's cooperation with CITY staff.
- B. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of June 1st through July 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover, but not be limited to:
- (i) Annual Budget and Report of Expenditures
 - (ii) Data on participants and program results
 - (iii) Copies of marketing, recruitment, and press materials
 - (iv) Discussion of program changes or challenges
- C. RAP reserves the right to request additional material or clarifying information after review of the submitted PERFORMANCE REPORT.
- D. CITY's approval to continue the collaborative relationship shall be based solely on findings obtained through the ANNUAL PERFORMANCE REVIEW, which in addition to evaluation of the PERFORMANCE REPORT and review of compliance with the terms and conditions of this AGREEMENT, can include interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination.

4. **ACCESS TO PROPERTY**

ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY.

5. **PERMITTED USES**

ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES, subject to prior approval and written consent through an amendment to this AGREEMENT by the Board of Recreation and Park Commissioners ("BOARD"). ORGANIZATION, at its sole cost and expense, shall:

- A. Provide planning, staging, and training for conservation programs which are implemented city-wide and incorporate youth participation; conduct youth-oriented and community gardening opportunities; and other recreational uses that enhance but do not conflict with RAP program and services, all in accordance with the program rules, goals, description, and/or information attached hereto and incorporated herein as Exhibit-B.
- B. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- C. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
- D. Provide sufficient staff necessary to perform the operation of its Conservation Corps Site including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- E. Ensure that staffing of the PROPERTY complies with applicable CITY, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of ORGANIZATION.
- F. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PROPERTY.
- G. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- H. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.

6. **DAYS AND PERIODS OF USE**

ORGANIZATION shall be entitled to use the PROPERTY to provide a Conservation Corps Site, including public programs and services, recreational uses and functions, events, and other agreed upon uses as follows: ("PERMITTED TIMES") during the times specified below,

- A. Program Operation: 6:00 a.m. – 10:00 p.m. daily. Any extended times or hours for specified events or programs related to the program may be granted with prior written consent of the City.
- B. Special Events: ORGANIZATION shall make requests for use of PROPERTY or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least 30 days in advance of the particular activity or event and submitting it to the Partnership Division as referenced in Notices Section 21. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
- C. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.

7. **PARKING**

During the Term of this Agreement and during Permitted Times specified above in Section 6 of this Agreement, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

8. **FUNDING**

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the delivery of a Conservation Corps Site on the PROPERTY, and will be strictly accounted for as provided herein: Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. ORGANIZATION may charge its patrons appropriate fees for community garden plots on the PREMISES, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. ORGANIZATION may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

9. **MAINTENANCE AND REPAIR OF PROPERTY**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.

- A. ORGANIZATION accepts PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- B. ORGANIZATION, in performing all required maintenance and repair of PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY, in accordance with the standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- C. Daily maintenance to be performed by ORGANIZATION:
 - (i) Keep the PROPERTY and the surrounding areas clean and safe at all times;
 - (ii) Maintain pedestrian paths, common walkways and other areas;
 - (iii) Pick up and dispose of trash and debris whether by ORGANIZATION's activity or activity of a contracted vendor; and
 - (iv) Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
- D. ORGANIZATION shall immediately repair any damages to PROPERTY which occur during ORGANIZATION's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of PROPERTY; ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety. ORGANIZATION shall report any such damages to CITY within 48 hours of ORGANIZATION receiving such information.
- E. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of ORGANIZATION with glass of the same size, kind, and quality.
- F. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PROPERTY.
- G. ORGANIZATION shall be responsible for providing security on PROPERTY.
- H. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

10. **CONSIDERATION**

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PROPERTY, shall be the provision of a Conservation Corps Site for the benefit of the general public, at no cost to

CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY.

- A. **Cost Recovery Fee.** During the TERM of AGREEMENT, ORGANIZATION shall pay an annual Cost Recovery Fee for costs incurred by RAP related to this AGREEMENT and ORGANIZATION's use of the PROPERTY, and for utility and/or trash costs not directly paid to providers, as detailed below. The annual Cost Recovery Fee is \$1,704.00 to be paid between July 1st and July 15th of each current year, as related to ORGANIZATION's operation of a Conservation Corps Site on the PROPERTY. PARTIES may discuss and agree that the annual Cost Recovery Fee may be paid in increments, semi-annually in the amount of \$852.00, quarterly in the amount of \$426.00, or monthly in the amount of \$142.00. Should payment be made incrementally, payments shall be due by the tenth day of each period (by July 10th and January 10th for semi-annually; by the 10th of July, October, January, and April for quarterly; and by the 10th of each month for monthly). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- B. **Community Garden Fee.** In accordance with RAP's Policy on Community Operated Open Space (BOARD Report No. 11-121), ORGANIZATION shall pay in a lump sum between July 1st and July 15th of each current year an annual Community Operated Open Space Fee to the CITY of \$100.00, throughout the term of the agreement. The PROPERTY currently contains 19 garden plots, to be re-configured, not to exceed 50 10x10 garden plots.
- C. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s).
- D. **Trash and Solid Waste Disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with such services performed by a non-CITY provider and billed directly to the ORGANIZATION.
- E. **Telephone and data lines.** ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that ORGANIZATION uses.
- F. **Payment of Cost Recovery Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks."** RAP at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of cost recovery fees regardless of written notification which is not required.

G. Payments are to be mailed to:

City of Los Angeles
Department of Recreation and Parks
Partnership Division
3900 Chevy Chase Drive, Mail Stop 628-9
Los Angeles, CA 90039

11. **ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS**

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

12. **CAPITAL PROJECT PROPOSAL**

When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:

- A. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- B. Should the project be conceptually approved by the BOARD, ORGANIZATION will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authorization and/or this AGREEMENT.
- C. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to the CITY's conceptual approval of the proposed project.
- D. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- E. When prepared, ORGANIZATION shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

- F. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- G. ORGANIZATION shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- H. ORGANIZATION shall submit approved plans and specifications for final approval to:

City of Los Angeles
Department of Recreation and Parks
Superintendent, Planning, Development and Maintenance Branch
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012
- I. Upon receipt of final approval, commence construction in coordination with CITY staff.

13. **INSURANCE**

Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.

- A. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- B. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- C. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- D. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.
- E. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. **INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

15. **CASUALTY AND CONDEMNATION**

ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

16. **HAZARDOUS SUBSTANCES**

PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute.

17. **PUBLICITY**

CITY and ORGANIZATION 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, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and ORGANIZATION agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Los Angeles
Department of Recreation and Parks"

18. **SIGNAGE**

No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at PROPERTY, ORGANIZATION shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

"In Collaboration with the City of Los Angeles
Department of Recreation and Parks"

19. BREACH OR DEFAULT BY ORGANIZATION

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

20. BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES

Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- A. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- B. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

21. NOTICES

Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. Notices shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY: City of Los Angeles
Department of Recreation and Parks
Partnership Division
3900 Chevy Chase Drive, Mail Stop 628-9
Los Angeles, CA 90039
Telephone: (818) 243-6488; Fax: (818) 243-6447

If to ORGANIZATION: Los Angeles Conservation Corps
c/o Bruce Saito
PO Box 15868
Los Angeles, CA 90015
Telephone: (213) 362-9000 x 203; FAX: (213) 362-7950
Site Telephone: (323) 526-1460; FAX: (323) 526-1453

22. **REPRESENTATIONS AND WARRANTIES**

CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.

23. **NO JOINT VENTURE OR AGENCY RELATIONSHIP**

Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

24. **RELATIONSHIP OF PARTIES**

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

25. **ORDINANCES AND STANDARD PROVISIONS**

The "Standard Provisions for Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. **APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS**

Any operation, services, or activity conducted on the PROPERTY on behalf of the ORGANIZATION by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with RAP for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

27. **MERCHANDISE**

No merchandise shall be sold by ORGANIZATION on PROPERTY without the prior written consent of RAP.

28. **SAFETY PRACTICES**

ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of injury or death, ORGANIZATION shall ensure that the injured person receives prompt medical attention as soon as possible thereafter. In the event of death, ORGANIZATION must notify park full time staff as soon as possible in order to comply with OSHA and RAP policies. ORGANIZATION shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice, ORGANIZATION fails to correct hazardous conditions which have led or, in the reasonable opinion of CITY, could lead to injury or death, CITY may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by ORGANIZATION to CITY.

29. **FILMING**

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PREMISES for film production purposes. Any commercial filming shall be subject to approval by RAP's Park Film Office and Film L.A. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue ORGANIZATION receives from the use of PREMISES as a film location be reported to and shared equally with RAP.

30. **SUSPECTED CHILD ABUSE**

ORGANIZATION or ORGANIZATION's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY.

ORGANIZATION will notify the Partnership Division as referenced in Notices Section 21 within five (5) business days after a report has been made.

31. **INCORPORATION OF DOCUMENTS**

The following Exhibits are incorporated by reference:

Exhibit A: Site Map

Exhibit B: Conservation Corp Program & Community Garden Rules and Policies

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT, exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 7) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

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

By: _____

President

By: _____

Secretary

Date: _____

2/7/2013

ORGANIZATION:

Los Angeles Conservation Corp, Inc. a California 501(c)(3) non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: _____

Deputy City Attorney

Date: _____

2/7/2013

EXECUTIVE DIRECTOR

DIRECTOR OF FINANCE

1/15/2013

EXHIBIT-A
Site Map

East LA Conservation Corps Site
1020 South Fickett Street, Los Angeles, CA 90032 (APN 5189-008-908)

The PROPERTY authorized for the operation and maintenance of the East Los Angeles Conservation Corps Site in Boyle Heights by ORGANIZATION, is illustrated below enclosed in the red line highlighted in yellow.

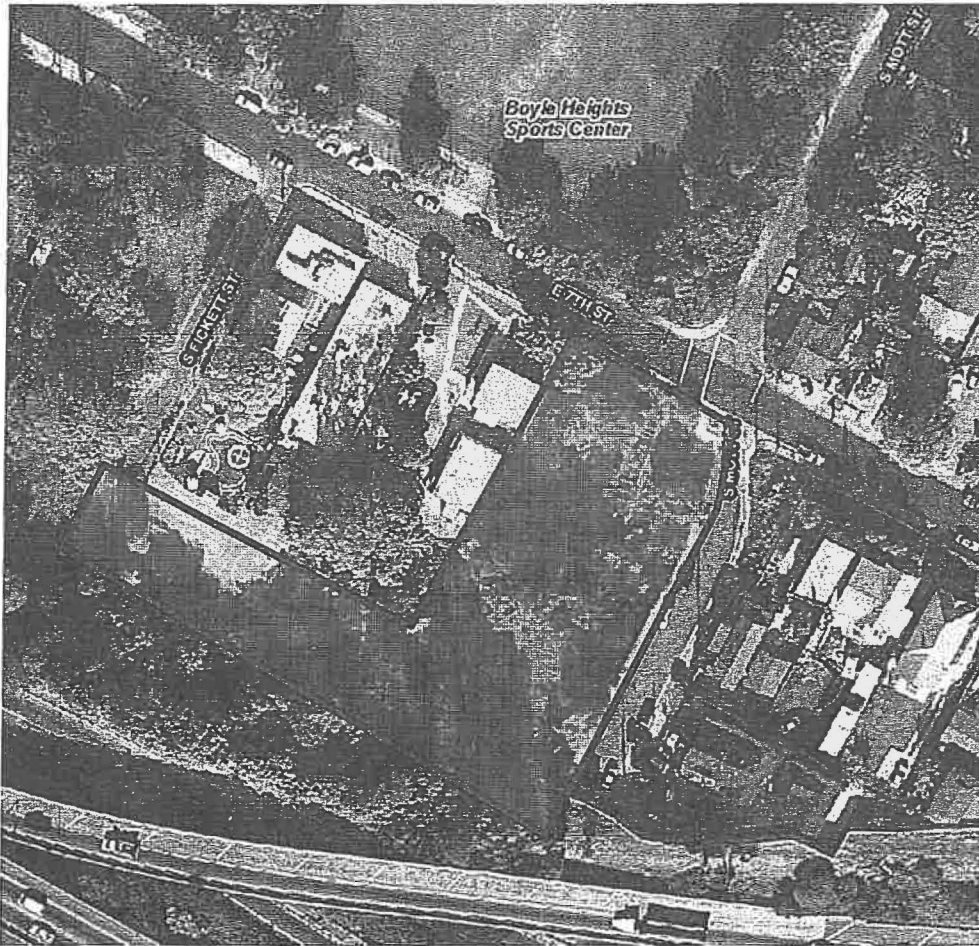


EXHIBIT-B

Conservation Corp Program & Community Garden Rules and Policies

Young Adult Corps

The LA Conservation Corps was founded in 1986 to provide 18- to 24- year olds with a high school diploma program and paid on-the-job-training and support services through the Young Adult Corps. Today, our longest-running youth and workforce development program serves approximately 500 18- to 24-year-old corps members each year. Approximately 80% of the corps members enter the program without a high school diploma and participate in our school/work model alternating two-month blocks of high school classes at one of our charter school sites and paid on-the-job training on work projects throughout Los Angeles County.

The 18- to 24-year-old youth who come to us for a second chance at a high school diploma and applicable work experience that will make them competitive for living wage jobs have been unable to find a place where they can do both successfully. Our unique program model provides working age youth helps corps members graduate from high school and connect to the working world. We integrate academic education with life skills training, job training, paid work experience and case management, including post-program transition services.

To date, the Young Adult Corps has prepared 5,189 young people for good-paying jobs, many of whom have participated in one or more of the following individual work programs as follows:

Recycling Across Los Angeles

For the past 18 years, LA Corps' Recycling Across Los Angeles (RACLA) program has provided a valuable and important service in the collection of recyclables in LA County. RACLA is a community collection program certified by the California Department of Conservation (SP#0315).

RACLA recycling operations are currently housed at our 3,000-square-foot facility located in South Los Angeles. We service 160 accounts, including LAUSD schools, businesses (Los Angeles Convention Center, CBS), entertainment venues (Rose Bowl and the Los Angeles Coliseum), multi-family housing facilities and public parks. In FY 08-09 alone, RACLA recycled more than 184 tons of cans and bottles which is approximately 2,759,072 beverage containers. Additionally, the program recycled over 134 tons of mixed paper and cardboard.

Community Garden Construction and Management

Funded by the City of LA's Community Development Department, the Community Garden Program is dedicated to constructing and maintaining garden beds at schools, housing developments and public parks throughout the city. These gardens serve as educational resources for schoolchildren and local communities and increase access to healthy vegetables, herbs and other produce grown.

Urban Forestry Tree Planting Programs

The Corps' two largest ongoing environmental projects include our tree planting work in partnership with the LA Department of Water and Power's Trees for a Green LA and the City of LA's/Mayor Antonio Villaraigosa's Million Trees LA initiative. As the prime contractor for LADWP's Trees for a Green LA program, we maintain the staging area at Griffith Park, which can accommodate up to 7,500 five-gallon trees at a time, for program stock and tree care.

- To date, we have delivered over 46,000 trees to LADWP customers who have received education about how to strategically plant trees around their homes to maximize energy efficiency. The Corps is also one of the five (5) key tree planting partners for Mayor Villaraigosa's ambitious Million Trees LA initiative to plant one million trees in the City of Los Angeles over the next 10 years.
- The Corps has procured and distributed 45,886 trees and seedlings for MTLA to City of Los Angeles residents.

Community Enhancement Team

The Community Enhancement Team is a new division of our Northeast Los Angeles Center, which is dedicated to street maintenance and trash abatement. The Team responds to daily service and clean-up requests from two Business Improvement Districts (BIDs), including Chinatown in Northeast LA and South Park in downtown LA. Also, we perform similar work on two redevelopment corridors: Chavez Avenue-Adalante Boyle Heights Redevelopment Project and the Pico Union 1 and 2 Development Projects for the City of LA's Community Redevelopment Agency (CRA). The goals of these redevelopment projects are to encourage historic preservation, expand recreational and institutional uses, enhance the respective image of each area and promote economic development.

LA River Corps

In partnership with the City of LA's Community Development Department and the Board of Public Works' Bureau of Sanitization, the LA River Corps is working to restore and revitalize sections of the LA River. Youth working on this project are providing clean up service Tuesday through Saturday at various project sites along the LA River from Cypress Park to East Los Angeles. The services include litter abatement, graffiti removal and vegetation management. This project combines classroom education with outdoor experience for our corps members. They participate in education and training sessions covering topics such as watershed habitat, native landscaping, river hydrology, ecology, water quality management efforts for the River.

The Los Angeles River Corps' Program's vision lies in the premise that the Los Angeles River environment is an excellent location for training, education and job skill development through classroom and outdoor environmental restoration projects. Our youth development program proposes to combine outdoor classroom education with hands on work experience.

The LA River Corps' Teams provide the following environmental services:

- Watershed Education: river hydrology, ecology and water quality best management practices, education outreach programs to youth from nearby schools and youth organizations.
- Native Plant Landscaping: gardening, landscape design, maintenance, construction of pocket parks, water conservation and recycling conservation projects and flood management service projects.
- Weekly Restoration Work: 5 day, and periodic Saturday and Sunday maintenance of the River, including but not limited to removal of debris and illegal dumping, removal of graffiti, recycling, fire hazard and fuel reduction service projects.

Urban Park Construction/Landscaping/Irrigation

Los Angeles Conservation Corps crews have the ability and skill to build small urban pocket parks on unique and uninhabited lots just about anywhere. Corps members learn from the ground up everything from land surveying, demolition, grading, and all aspects of landscaping including hardscape and softscape. Corps crews build from design bio swales to capture rain water, solar powered irrigation systems, and form/pour unique concrete structures to enhance the park setting. Through this process, Corps members learn many aspects of construction including the use of heavy equipment such as bobcats and skip loaders.

Vocational Training Program - Brownfields Job Training Program

Similar to Youthbuild, we operate our Brownfields Job Training Program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as the emerging green sector and environmental remediation. In partnership with both the U.S. Environmental Protection Agency (EPA) and the Center to Protect Workers' Rights, we have offered a Brownfields program since 2001. Corps members develop marketable job skills to secure employment in green career and/or construction industries while they improve the overall health and safety of local communities by completing environmental assessments and remediation work on vacant lots and blighted buildings throughout Los Angeles. Since the program's conception in 2005, a total of 245 disenfranchised workers were certified in lead, asbestos and hazardous waste removal through the Brownfields Job Training Program; 80% of participants were placed in jobs in environmental remediation or construction fields.

Vocational Training Program - Youthbuild

We operate our Youthbuild program within the larger Young Adult Corps, as part of that program's offerings for specialized vocational training in high-demand career fields such as construction. Since we began offering Youthbuild in 2005 in partnership with the US Department of Housing and Urban Development (HUD), a total of 30 corps members have complete the program. Corps members typically remain in Youthbuild for a minimum of six (6) months and those in need of a high school diploma or GED are encouraged to remain in the program for up to two (2) years to achieve their educational and/or career goals. Youthbuild corps members benefit from applying classroom-based construction training modules to on-site projects, paid construction trade experiences, and from working alongside skilled construction workers. Our Youthbuild program curriculum follows standards created by the National Center for Construction Education and Research (NCCER), which are recognized nationally by employers and trade unions in the construction industry.



East LA Community Garden Rules & Regulations



1. Community Members within $\frac{1}{2}$ mile radius will be given first priority to garden plots. One plot per family. If interested in a second plot, contact garden manager. Plots will be assigned on a first come, first serve basis. Once all plots are assigned, all prospective gardeners will go on a waiting list and position will be determined by date of interest.
2. Once assigned a plot, gardener must clear, cultivate and plant within four weeks of receiving plot.
3. No pets allowed in the garden.
4. Garden bed boundaries are clearly defined. Plants must remain inside of each garden plot. Trees and invasive species are not allowed in individual garden plots.
5. Every gardener is responsible for their own plot. If you will be absent and unable to tend your plot, please inform garden manager so that your plot will be maintained. Failure to do so may result in verbal warnings.
6. No exchanging of plots without the knowledge and consent of the garden manager.
7. No planting in the open/passive park area without knowledge and consent of garden manager.
8. All trash must be dropped in the trash receptacles or recycling bins.
9. All green waste shall be placed in the assigned compost area. Invasive weeds are to be placed in the black trash receptacles.
10. All paths and plots must be kept free of trash, weeds and debris. You are responsible for continued weeding and mulching of common path surrounding your individual plots. We will work to have mulch readily available for use in paths. Please do not utilize large branches or straw as they may pose safety issues.
11. Garden beds that are not maintained, are unattended or have improper plantings will be given a verbal warning by the garden manager. You must resolve the issue within 2 weeks. If not resolved after two weeks, a second warning will be issued. If not resolved within 2 weeks of second warning, plot will be considered abandoned and you will be terminated from the garden.
12. Only organic pesticides/herbicides are allowed. For a complete list of acceptable pesticides/herbicides, please talk with garden manager.
13. Crops must be harvested when they are mature to deter pest and rodents. If you have surplus, share it with your fellow gardeners or donate it.
14. Conserve water and electricity to the best of your ability.
15. Be considerate of other plots when watering and try to avoid spraying others plants.
16. Notify the garden manager of any water system leaks immediately. If you break a water line, please shut off at main valve and contact garden manager.
17. Garden tools are for all gardeners to use. After every usage return to small tool shed. We will keep a limited number of tools available for daily use, however due to the number of gardeners, it is suggested that you bring your own tools.

18. Leave all hoses neatly coiled near water spigots and maintain your garden bed walls. And repairs to your garden plot walls will be done so at your own expense.
19. If vandalism, theft or accident occurs at the garden, please notify garden manager.
20. As a courtesy to your neighbors, please do not play loud radios.
21. Each plot requires 12 hours of community service per year. This is service for the entire community garden and must be completed at the monthly community work days. If you are unable to attend these monthly workdays, please contact the garden manager and they will identify additional work for you to fulfill your hours.
22. Smoking, alcoholic beverages and illicit drug use are prohibited throughout the area, and may result in immediate termination.
23. Children and guests must be accompanied by an adult and must be supervised at all times.
24. Garden hours are sunrise to sunset, seven days a week except for special events.
25. If you would like to use the open space for an event you must notify the garden event coordinator and fill out an event form.
26. If you, your family or guest damage any property or equipment of the garden you will be responsible to fix or replace item(s).
27. Keep the gardener's lock and chain on the gate locked at all times. Please lock the gate after entering and after leaving to help avoid theft from plots by non-members.
28. Do not pick produce from others plots without expressed written permission. Taking of produce without permission will be considered theft and will result in immediate termination.
29. The fruit trees are communal property, but are cared for by specific individuals. You are allowed to take two handfuls of fruit per day from the trees when fruit is ripe. Please do not trim or prune fruit trees without permission from garden manager.



EAST LA COMMUNITY GARDEN PLOT ASSIGNMENT AGREEMENT

Start Date _____ Plot Number _____

Member's Name _____

Street Address _____

Apt. # _____

City _____ Zip Code _____

Mailing Address (if different) _____

City _____ Zip Code _____

Home Phone No. (____) _____ Other Phone No. (____) _____

E-mail Address _____

Occupation _____

Household members who will also be gardening with you _____

*(** Non-family members must sign waiver on back)*

I have received a copy of the East LA Community Garden Rules and Regulations. I understand that my continued membership at the garden is contingent upon my compliance with these Rules and Regulations, as well as the annual completion of my community service obligation.

Signature _____ Date _____

FEEs: Plot Rental: \$25.00/year first plot Amount of check \$ _____
\$30.00/year each additional plot
Key: \$1.00/copy
Insurance: \$ 6.00/year per member
Associate: \$ 6.00/year Check Number _____

FUNDS DISTRIBUTION

Plot Rental \$ _____ Keys \$ _____ Other \$ _____
Insurance \$ _____ Associate \$ _____
(New member must sign Waiver on opposite side)

WAIVER

This is a letter of constructive information and understanding between LA Conservation Corps and _____, I am informed that
(Please print your name here)

risks and hazards inherent to gardening are present on the grounds of *East LA CG*. *LA Corps* maintains no accident insurance on my behalf. In the event of injury to myself as a gardener, I have now or shall obtain at my own expense adequate insurance to cover my personal needs.

I am further informed that in matters concerning my garden plot at *East LA CG*, claims made against me by others are my own responsibility and that I have or shall obtain coverage to protect myself should such a situation arise.

I agree to abide by all *East LA CG* by-laws and regulations.

The individuals who serve as officers and/or directors are unpaid volunteers who are not serving behind the corporate shield. I understand that persons in this capacity are no more or less responsible for acts of omission or commission than any other *East LA CG* member.

In signing this, I agree that any dispute, controversy or claim regarding any *East LA CG* matter shall be settled by arbitration in accordance with the arbitration committee.

In signing this, I agree to give up the right to have any such dispute, controversy or claim decided in a court of law and agree that I will accept the committee's decision as final and binding.

I do have the right to have this letter explained to me before I affix my signature. In signing this, I am willing to accept any at-risk situation which has been outlined in this letter. I am willing to do this in exchange for the privilege of gardening at *East LA CG*. In doing so, I am in no way under duress nor do I have any mental reservation.

Member's Signature _____ Date _____
Household Member's Signature _____ Date _____
Household Member Signature's _____ Date _____

EXHIBIT-C
Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

CONSOLIDATED PERFORMANCE REVIEW

PARTNER ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/>
	ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)	
PERIOD COVERED	DATE OF INSPECTION

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
FINANCIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW -- PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
SAFETY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
ORGANIZATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement, including proof of non-profit status (if applicable - check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
OVERALL EVALUATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Rev February 2012.



CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS <i>Include RAP Staff feedback and participant comments</i>

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR:	DATE
NAME AND TITLE OF EVALUATION REVIEWER	
SIGNATURE OF REVIEWER:	DATE

ATTACHMENTS
<input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Public Comments <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms
<input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Inspection(s) <input type="checkbox"/> Compliance Check <input type="checkbox"/> Legal/Insurance Status <input type="checkbox"/> Other _____

Rev February 2012.

EXHIBIT-D Insurance Requirements

Form Gen, 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps, Inc.

Date: 06/12/2012

Agreement/Reference: Eastside Youth Development and Community Garden

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

Other:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ernest Bloomfield & Associates Rehab & Recovery Insurance Agency 22 Battery St., #503 SAN FRANCISCO CA 94111		CONTACT NAME: Flora Hinojosa PHONE (A/C No., Ext): 4159862130 FAX (A/C No.): EMAIL: flora@ehassoc.com ADDRESS:															
INSURED Los Angeles Conservation Corps P.O. Box 15868 Los Angeles CA 90015		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American States Insurance Company</td> <td>19704</td> </tr> <tr> <td>INSURER B: General Insurance Company of America</td> <td>24732</td> </tr> <tr> <td>INSURER C: First National Insurance Co of America</td> <td>24724</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American States Insurance Company	19704	INSURER B: General Insurance Company of America	24732	INSURER C: First National Insurance Co of America	24724	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	D1CH83477250	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> PROPERTY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	N	25CC20998750	04/01/2012	04/01/2013	GENERAL AGGREGATE \$3,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COM/PROP AGG \$3,000,000
							PROPERTY \$5,820,700
							COMBINED SINGLE LIMIT (Per accident) \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	D1SU42380620	04/01/2012	04/01/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PRODUCTS COMP \$5,000,000 WC STATUTORY LIMITS OTHER
B	PROFESSIONAL LIABILITY	N	N	LP7746083D	04/01/2012	04/01/2013	\$1MIL/\$3MIL OCC/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ALL PROJECTS AND CONTRACTS WITH THE CITY OF LOS ANGELES

CERTIFICATE HOLDER City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Flora Hinojosa
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2010/05)

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EXHIBIT-E
Standard Provisions for City Contracts(Rev 03/09)

AMENDMENT TO AGREEMENT NO. 3430
 BETWEEN
 THE CITY OF LOS ANGELES
 AND
 LOS ANGELES CONSERVATION CORPS, INC.
 FOR
 THE OPERATION AND MAINTENANCE
 OF THE
 EAST LOS ANGELES CONSERVATION CORPS SITE

THIS AMENDMENT TO AGREEMENT NO. 3430 ("AMENDMENT") is made this 6TH of JANUARY, 2016, by and between the City Of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Los Angeles Conservation Corps, Inc., a California 501C(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to collectively herein as "PARTIES."

WHEREAS, on August 8, 2012, the Board of Recreation and Park Commissioners approved Agreement No. 3430, between the CITY and ORGANIZATION for ORGANIZATION's operation and maintenance of a community garden, urban farm, and Los Angeles Conservation Corps site at 1020 South Fickett Street, Los Angeles, CA 90032 (Report No. 12-232); and,

WHEREAS, Agreement No. 3430 was executed on February 7, 2013, for a three (3) year term and is due to expire on February 6, 2016; and,

WHEREAS, ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its collaboration with CITY under the same terms and conditions for an additional seven (7) year term, commencing upon the current expiration date of Agreement No. 3430; and,

WHEREAS, CITY accepts ORGANIZATION's offer to continue its collaboration with CITY.

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend Agreement No. 3430 as follows:

Section 2 – Term and Termination

The first paragraph in Section 2 is hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **ten (10)** years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT:

Section 4 – Access to Property

Section 4 is hereby amended in its entirety and shall now read:

Organization and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties or in the case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY.


Notwithstanding exclusivity granted to ORGANIZATION by the terms of this AGREEMENT, the CITY in its discretion may require ORGANIZATION, without any reduction in cost recovery reimbursement fees or other valuable consideration to ORGANIZATION, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

With the exception of Section 2 and 4 as amended herein, Agreement No. 3430 shall remain unchanged by this Amendment and in full force and effect. Should any provision of Agreement No. 3430 conflict with this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT NO. 3430, as of the day and year first written above.

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

LOS ANGELES CONSERVATION CORPS, INC., a California 501C(3) non-profit organization

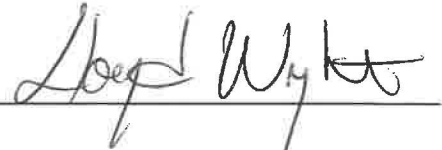
By: 
President

By: 

By: 
Secretary

Title: CEO

Date: January 6, 2016

By: 

Title: CFO

APPROVED AS TO FORM:

Date: 12-21-15

MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney

Date: January 6, 2016