

APPROVED
08-10-2016

BOARD OF RECREATION
& PARK COMMISSIONERS

BOARD REPORT

NO. 16-166

DATE: August 10, 2016

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **ROGER JESSUP COMMUNITY GARDEN – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3400 WITH YOUTH SPEAK COLLECTIVE TO EXTEND THE TERM**

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


General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Supplemental Agreement to Agreement No. 3400, herein included as Attachment 1, between the City of Los Angeles and Youth Speak Collective, to extend the term of Agreement No. 3400, from three years to a total of ten years, extending the current Agreement term by seven years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Supplemental Agreement to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment subsequent to all necessary approvals.

SUMMARY

On May 2, 2012, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3400 (Agreement), attached to this Report as Attachment 2, between the City of Los Angeles (City) and Youth Speak Collective (Organization), authorizing the Organization's operation and maintenance of the Roger Jessup Community Garden (Garden) on dedicated park property located at 12467 West Osborne Street, Pacoima, CA 91331 (Report No. 12-123). The Agreement, which was executed on February 7, 2013, presently carries a three-year term which expired on February 6, 2016. Due to previous discussions and revisions to the Department of Recreation and Park's (RAP) Open Space and Community Garden Policy (Report No. 11-121), the proposed Supplemental Agreement was delayed until such Policy determinations were made. The Organization has successfully operated the Roger Jessup Community Garden as part of their Project Youth Green program for approximately the past three years under the existing Agreement, at their sole cost and expense, and has received positive yearly evaluations from

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RAP staff through the Partnership Policy annual evaluation process. Project Youth Green, a youth development program, has a goal creating public spaces that promote healthy lifestyles, self-reliance and empowerment through gardening, nutrition and health awareness, cultural arts activities, and physical fitness programming for youth and their families.

Pursuant to the RAP Open Space and Community Garden Policy, the Organization has paid RAP an Annual Community Garden Use Fee in the amount of Five Hundred Dollars (\$500.00), applicable to gardens with fifty-one (51) to two hundred fifty (250) garden plots. Roger Jessup Community Garden has sixty (60) garden plots. The Organization also reimburses RAP semi-annually through payment of Cost Recovery Reimbursement Fees for its water usage. On May 18, 2016, the Board approved an exemption to the Community Garden Annual Use Fee for organizations operating community gardens on dedicated park property at their own cost and expense (Report No. 16-118). This approved exemption has been incorporated into the proposed Supplemental Agreement for Roger Jessup Community Garden.

The Organization has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the Roger Jessup Community Garden. RAP Staff therefore recommends that the term of Agreement No. 3400 be extended for seven additional years through the proposed Supplemental Agreement, attached to this Report as Attachment 1, allowing the Organization to continue operating and maintaining the Roger Jessup Community Garden for the benefit of the local community and RAP.

FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3400 with Organization will have no adverse impact on the RAP General Fund, as Organization will continue to be solely responsible for costs and expenses associated with the operation and maintenance of the Roger Jessup Community Garden.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement to Agreement No. 3400
- 2) Agreement No. 3400

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NO. 3400
BETWEEN
THE CITY OF LOS ANGELES
AND
YOUTH SPEAK COLLECTIVE**

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3400 is made this _____ day of _____, 20____, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Youth Speak Collective, a California 501C(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to individually herein as "PARTY" or collectively as "PARTIES."

WITNESSETH

WHEREAS, on May 2, 2012, the Board of Recreation and Park Commissioners approved an Agreement between the CITY and ORGANIZATION for ORGANIZATION's operation and maintenance of a community garden located at 12467 West Osborne Street, Pacoima, CA 91331 (Report No. 12-123); and,

WHEREAS, Agreement No. 3400 was executed on February 7, 2013, for a three (3) year term, which expired on February 6, 2016; and

WHEREAS, ORGANIZATION has operated the Roger Jessup Community Garden as a part of their Project Youth Green program for approximately the past three (3) years; and

WHEREAS, ORGANIZATION's goal is to create spaces that promote healthy lifestyles, self-reliance and empowerment through gardening, nutrition and health awareness, cultural arts activities and physical fitness programming for youth and their families; 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 initial expiration date of Agreement No. 3400; and

WHEREAS, on May 18, 2016, the Board of Recreation and Park Commissioners ("BOARD") approved an exemption to the Annual Community Garden Use Fees under the Department of Recreation and Parks Open Space Community Garden Policy (Report No. 11-121), approved previously by the prior BOARD on May 4, 2011; and

WHEREAS, pursuant to the BOARD's approval of the Community Garden Annual Use Fee exemption, such exemption shall be granted to the ORGANIZATION through this Supplemental Agreement; and

WHEREAS, CITY accepts ORGANIZATION's offer to continue its collaboration with CITY for the continued operation and maintenance of the Roger Jessup Community Garden at ORGANIZATION's sole cost and expense.

NOW THEREFORE, the PARTIES agree to enter into this Supplemental Agreement to Agreement No. 3400 as follows:

Agreement No. 3400 for the operation and maintenance of a community garden is hereby incorporated by reference into this Supplemental Agreement as if fully set forth herein, except as specifically modified by this Supplemental Agreement.

Section 2 – Term

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, commencing upon execution subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) conducted by the Department of Recreation and Parks (“DEPARTMENT”), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY’s collaboration with ORGANIZATION shall be contingent upon a favorable Performance Review, which shall include (i) an evaluation of ORGANIZATION’s compliance with the terms and conditions of this AGREEMENT; (ii) fulfillment of ORGANIZATION’s operational obligations under this AGREEMENT, including the provision of programs and/or services performed under the Permitted Uses specified herein as Exhibit-B; and, (iii) completion of all Performance Requirements included herein as Exhibit-C (if applicable).

Section 9 – Consideration

Section 9.a is hereby amended in its entirety and shall now read:

In accordance with the Department’s Policy on Community Operated Open Space (No. 11-121), revised May 18, 2016 (Report No. 16-118), ORGANIZATION is exempted from paying an annual Use Fee to CITY effective July 1, 2016. The PROPERTY contains **60** garden plots as illustrated in Exhibit-A of this AGREEMENT.

Section 27 – Ratification

Section 27 is hereby inserted as follows:

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

With the exception of Section 2 (Term), Section 9 (Consideration) and Section 27 (Ratification), as stated above, the balance of the terms and conditions of Agreement No. 3400 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3400 conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.

IN WITNESS WHEREOF, the PARTIES have executed this SUPPLEMENTAL AGREEMENT 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

YOUTH SPEAK COLLECTIVE, a California 501C(3) non-profit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
YOUTH SPEAK COLLECTIVE.
FOR
THE OPERATION AND MAINTENANCE OF THE
ROGER JESSUP COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into this 7th day of February 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 Youth Speak Collective, a California 501C(3) non-profit corporation within the City of Los Angeles ("ORGANIZATION") for the operation and maintenance of the Roger Jessup Community Garden located at 12467 West Osborne Street, Pacoima, CA 91331 ("PROPERTY") with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein as ("PARTIES").

This AGREEMENT applies to the property described herein and any buildings, structures and other improvements that currently exist or are affixed to the PROPERTY, including the following components: (a) all pedestrian paths within the PROPERTY; (b) all fixtures within the PROPERTY; and (c) all components of any plumbing, lighting, heating, security and electrical systems within the PROPERTY under CITY's jurisdiction, as defined by the legal description and/or site map attached hereto as Exhibit-A. For the purposes included in Section 6 of this AGREEMENT ("PERMITTED USES") and if necessary, more fully described on the Permitted Uses Sheet attached hereto as Exhibit-B. Authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the agreed-upon requirements ("PERFORMANCE REQUIREMENTS") included on the Performance Requirements Sheet attached hereto as Exhibit-C.

1. **Grant of License.** In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION this AGREEMENT authorizing use of the PROPERTY for the Permitted Uses set forth below, and if applicable, in compliance with the Performance Requirements attached hereto as Exhibit-C. This AGREEMENT is granted to ORGANIZATION, who is obligated and agrees to be solely responsible for certain costs associated with the operation and maintenance of the PROPERTY, also set forth below.
2. **Term.** 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 ("Performance Reviews") conducted by the Department of Recreation and Parks ("DEPARTMENT"), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY's collaboration with ORGANIZATION shall

CITY's approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

4. **Access to the 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 or in the case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. ORGANIZATION will provide DEPARTMENT with a key to facility for access to PROPERTY.
5. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PROPERTY to operate and maintain a community garden for public programs and services, recreational uses and other agreed upon uses during days and times stated here:

Sunrise to sunset daily for the operation and maintenance of a community garden. Any extended times or hours for specified events or programs related to a community garden may be granted with prior written consent of CITY. ("PERMITTED TIMES")

6. **Permitted Uses.** The PROPERTY shall be used as a community garden with individual garden plots assigned by ORGANIZATION in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, and in accordance with the DEPARTMENT's Community Operated Open Space Policy and guidelines set forth below. Further detail regarding permitted uses is provided in Exhibit-B ("PERMITTED USES SHEET") of this AGREEMENT.
 - a. PROPERTY may be used for meetings related to the operation and maintenance of a community garden.
 - b. The public will be allowed access for public programs, tours of the garden and during special events; scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer. ORGANIZATION shall ensure that, employee or volunteer, is appropriately evaluated pursuant to CITY normal background check procedures for RAP volunteers.
 - c. No commercial activity will be allowed on the PROPERTY.

9. **Consideration.** The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PROPERTY, shall be ORGANIZATION's provision of gardening-associated recreational activity, programming and services, and maintenance and/or repair of the PROPERTY, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with DEPARTMENT policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, ORGANIZATION's use of PROPERTY shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION.
- a. Accordance with the Departments Policy on Community Operated Open Space (No. 11-121), during the TERM of AGREEMENT, ORGANIZATION shall pay an annual Use Fee to CITY of **\$500.00**. The PROPERTY contains **60** garden plots as illustrated in **Exhibit-A** of this AGREEMENT. Payment shall be made by ORGANIZATION in a lump sum between July 1 and July 15 of each current year. CITY at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of the annual charge regardless of written notification which is not required. Payments must be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks."
 - b. **Utilities.** Pursuant to DEPARTMENT policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTY, such as electricity, gas, water, telephone, and cable. Where ORGANIZATION does not pay directly to water utility service provider CITY shall invoice ORGANIZATION semi-annually in the manner stated in this section for actual water use based on a water sub-meter installed at PROPERTY. Payment for each six month term (January-June and July-December) will be made by ORGANIZATION in a lump sum within 30 calendar days of receipt of invoice from CITY. Payments must be made by check, money order, or cashier's check made out to "City of Los Angeles, Department of Recreation and Parks" and mailed to the DEPARTMENT's Partnership Division at the address stated in Section 20.
 - c. **Trash and solid waste disposal,** shall be the sole responsibility of ORGANIZATION. Removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION. CITY shall bear no costs in regards to the disposal and/or removal of solid
10. **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,

- 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.
12. **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, agencies and employees as an additional insured for all required coverages, as applicable. ORGANIZATION will see 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-E, which is incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including from perils such as fire, vandalism and malicious mischief.
- 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

repair of any portion of the PROPERTY or any improvement there 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.

15. **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 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 on 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 on the PROPERTY.

16. **Publicity.** PARTIES 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. PARTIES 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 PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES 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, PARTIES 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 PARTIES; 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.

20. **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. A Notice 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, California 90039
Tel.: (818) 243-6488; fax: (818) 243-6447

If to ORGANIZATION:

YOUTH SPEAK COLLECTIVE
c/o David Keitzman
11243 Glenoaks Blvd., Suite #3
Pacoima, CA 91331
Garden Site: (818) 834-5181; Office: (818) 890-2928

21. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at PROPERTY shall be subject to approval by DEPARTMENT and the Film Office. All fees for use of park property by film production companies, including PROPERTY, shall be established and collected by the Film Office in accordance with City and DEPARTMENT policies. The Park Film Office may be reached at (323) 644-6220.
22. **Representations and Warranties.** PARTIES 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 PARTIES, 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

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

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

YOUTH SPEAK COLLECTIVE, a California 501(c) 3 Non-profit corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: Executive Director

Date: 2/7/2013

By: [Signature]

Title: Accounting Manager

Date: 1.22.13

APPROVED AS TO FORM:
CARMEN A. TRUTANICH,
City Attorney

By: [Signature]
Deputy City Attorney 2/7/13

ATTESTED:
JUNE LAGMAY, City Clerk

By: [Signature]

Title: Deputy

Date: 2-27-13



City Contract No.: C-121⁸²⁶@ C-121826

EXHIBIT-B
Permitted Uses Sheet

The Property shall be used for public programs and services, recreational uses and functions, and other agreed upon uses related to or incidental to park and recreational purposes found at CITY community garden sites. ORGANIZATION shall operate and maintain the Property efficiently and economically, at its sole cost and expense, and shall cooperate with CITY to that end.

The following are the Permitted Uses under this AGREEMENT:

Description of Authorized Use of Property:

The Property shall be used as a community garden. Individuals will be allowed to use the property for growing food, flowers, and ornamental plants. The public will be allowed access for tours of the garden and special events. The Property shall not be permitted to be used for organized sports, as a public event space, or as a dog park. There is no parking lot on site. Ancillary parking is permitted. No commercial activity will be allowed on the Property. No products grown or cultivated on the site may be sold or used for for-profit commercial purposes.

Description of Programs and Services:

ORGANIZATION operating the Property as a community garden shall provide and rent individual garden plots and have rules and guidelines that extend the gardening experience to as many people as possible. The organization shall have, for the orderly operation of the community garden, policies relative to the assignment of vacant garden plots, regulations for the maintenance of individual garden plots and common areas, planting and watering guidelines, and basic rules regarding the conduct of members and guests.

1. ORGANIZATION rules and regulations are attached as part of Exhibit B and will be used by ORGANIZATION to operate the community garden.
2. No member will reassign, subdivide, or sublet his or her plot, nor lease or inherit a plot to or from another member

ORGANIZATION shall conduct annual events open the general public and provide docent lead educational tours throughout the year. Calendar of events shall be submitted to CITY with the Annual Performance Review.

Description of Maintenance Responsibilities:

1. Maintenance of pedestrian paths, common walkways and other shared areas.
2. Pick up and disposal of trash and debris by a contracted vendor at ORGANIZATIONS expense.
3. Composting of green waste generated at property.

**Project Youth Green
Family Gardening Project**



Procedures and Guidelines

1. Each gardener is responsible for the maintenance and upkeep of their garden plot.
2. Each gardener is responsible for the general maintenance of the garden by completing a monthly assigned group task that includes but is not limited to weeding, watering, raking leaves and taking out the trash. Group tasks will be announced during the monthly meetings and be posted on the bulletin board. Gardeners are encouraged to complete their monthly group task during the monthly Volunteer Workday held the third Saturday of every month. The elderly are excused from labor intensive tasks.
3. Limited tools and equipment are available for gardeners. Tools inside the bin can be made available upon request and supervision of a garden council member and during monthly Workdays. Gardeners are encouraged to bring their own tools.
4. No illegal substances should be grown on site or used on the property. The use of tobacco and/or other illegal substances and the drinking of alcohol on-site is prohibited. Gardeners must also abide by any City of Los Angeles Recreation and Park rules.
5. Each gardener must complete an application and sign a contract on a yearly basis.
6. Preference for next year's plots will be given to last year's participants first. Any additional applicants to the Project Youth Green Family Gardening Program will be put on a waiting list. Potential members will be notified once a plot becomes available.
7. Plots in the Family Gardening Program will be made available to any community members living in the Northeast San Fernando Valley. Preference will be given to families of low-income status or families who don't currently have a garden.
8. Plot fees (\$____) are due in full before the family starts in the program.
9. All members are open to join the garden leadership council when positions become available.
10. Members are required to sign in every time plots are visited and maintained and when attending any PYG events.
11. Keys are to be turned into PYG staff when leaving the program.
12. Attendance is mandatory at all monthly gardener meetings held on the first Thursday of every month unless specified. Excessive absences will result in being removed from the program.
13. Due to bees on property, any members with bee allergies are encouraged to notify PYG as soon as possible.
14. Harvest from tree orchard area will be distributed during monthly gardener meetings.

I _____ (write clearly) take responsibility of a gardening plot have read the Community Garden Rules and understand that failure to meet the guidelines will result in loss of any deposit fees and gardening privileges.

Signature _____ Date _____

EXHIBIT-C
Performance Requirements Sheet

ORGANIZATION agrees to the following:

In addition to the terms and conditions of AGREEMENT No. _____ (AGREEMENT), authorized use of the Property shall also be performed, if applicable, in compliance with agreed-upon Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements, to the satisfaction of Department, within the specified time, and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of this AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from responsibility for compliance with such requirement.

Performance Requirements:

1. Timely payment of utilities, user fees and insurance.
2. Maintenance of appropriate insurance coverage.
3. Ongoing maintenance and necessary repair of facility.
4. Rules, by-laws and guidelines for the administration of the community garden, including plot assignment, watering guidelines and maintenance, and member conduct.
5. Regular meetings and communication with gardeners and membership.
6. All assignable individual garden plots being actively cultivated.
7. Opportunities for new gardeners.
8. Public access to tour the community garden.
9. On-site composting program to minimize green waste and re-use such for fertilizer.
10. Provision of educational and/or social opportunities for gardeners to enhance their gardening knowledge and experience.
11. Maintenance of Organization's official registered status as a 501(c)3 non-profit organization with the State of California.

Outreach to the Community:

- What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
- Among the outreach methods implemented, which was the most effective?
- Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?
- How many persons are on the waiting list for garden plots at this time?
- What is the estimated range in wait time for persons on the waiting list to be assigned a garden plot?
- Attached Annual calendar of events for upcoming year.

Financial Data:

- Attach your annual operating budget and actual revenue/expenditures for the program or for the most recent full fiscal year including the program. Explain any deviations in revenue and expenditures between budget and actual.
- Include the fee schedule for garden plots and any waivers granted and why.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2011

| PRODUCER MORELLA LANORE TAYLOR - Morella Taylor (818) 933-9878 Momentous Insurance Brokerage, 5990 SEPULVEDA BLVD, SUITE 550 VAN NUYS, CA 91411 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
|---|---|-----------------------------|--------|-------------------------------------|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED Youth Speak Collective (David A. Keltomen (818) 890-2928) 11243 Glenoaks Boulevard #3 Pacoima CA 91331 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Market Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B: Safeco Insurance Company of America</td> <td>24740</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: Market Insurance Company | 38970 | INSURER B: Safeco Insurance Company of America | 24740 | INSURER C: | | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
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| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |

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

| DESCRIPTION | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|-------------|--|---------------|------------------------------------|-------------------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 3602382631515 | 12/29/2010 | 12/29/2011 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS/PARTICULARS/EXCLUSIONS/COINSURANCE EXCLUDED? (If mandatory in N/A) If yes, describe under SPECIAL PROVISIONS below OTHER | 04WC-48335040 | 04/18/2010 | 04/18/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS / OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Los Angeles and all of its Agencies, Boards and Departments are included as an Additional Insured as their interest may appear as respects to Liability arising out of the operations of the Named Insured.

| | |
|--|---|
| 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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: MORELLA LANORE TAYLOR |
|--|---|

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STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.