

**SPECIAL MEETING AGENDA**  
**BOARD OF RECREATION AND PARK COMMISSIONERS**  
**OF THE CITY OF LOS ANGELES**

**Wednesday, November 16, 2016 at 9:30 a.m.**

**Van Ness Recreation Center**  
**5720 2<sup>nd</sup> Avenue**  
**Los Angeles, CA 90043**

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

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EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Councilmember Marqueece Harris-Dawson's Office, Eighth Council District
- Introduction of Van Ness Recreation Center Staff

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of October 19, 2016
- Approval of Minutes for the Special Meeting/Retreat of October 31, 2016

3. NEIGHBORHOOD COUNCIL COMMENTS

- Discussion with Neighborhood Council Representatives on Neighborhood Council Resolutions or Community Impact Statements Filed with the City Clerk Relative to Any Item Listed or Being Considered on this Board of Recreation and Park Commissioners Meeting Agenda (Los Angeles Administrative Code 22.819; Ordinance 184243)

4. BOARD REPORTS

- 16-225      Kaiser Permanente Operation Splash 2017 and 2018 Programs – Retroactive Authorization to Submit a Grant Renewal Application for Aquatics Programming; Acceptance of Awarded Grant Funds

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- 16-226 Highland Park Recreation Center – Supplemental Agreement to Agreement No. 3476 with Options for Learning (Formerly, Options – A Child Care and Human Services Agency) to Change the Legal Name of the Organization, Extend the Term of Agreement, and Modify Permitted Times of Use for the Continued Operation and Maintenance of a Head Start Child Care and Development Program
- 16-227 Howard Finn Park Community Garden – Agreement with Los Angeles Conservation Corps, Inc. for the Operation and Maintenance of a Community Garden; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines
- 16-228 Wattles Farm and Community Garden – Supplemental Agreement to Agreement No. 3402 with Wattles Farm and Neighborhood Gardeners, Inc.
- 16-229 General Park Building Construction Services – Amendment to the Supplemental Agreement to Contract No. 3465 with USA Shade & Fabric Structures, Inc.
- 16-230 Roofing Construction, Retrofit, Maintenance and/or Repairs – Request for Qualifications
- 16-231 109<sup>th</sup> Street Pool and Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494) – Acceptance of Stop Payment Notice on Construction Contract No. 3462
- 16-232 North San Fernando Road Park – Final Authorization to Accept Donation of Parcels for Park Purposes; Approval of Final Landscape Design Plan
- 16-233 Leland Park – Park Renovation (PRJ20775) Project – Final Acceptance; Exit Park – Park Development (PRJ20858) Project – Allocation of Gibson Park Exchange Funds, Approval of Revised Scope
- 16-234 Averill Park – Donation for Clean-Up Expenditures; Statutory Exemption from the California Environmental Quality Act (CEQA) for Emergency Actions Pursuant to Article II, Section 2(a) (3) of the City CEQA Guidelines
- 16-235 Lincoln Park – Pathway Lighting Improvements (W.O. #E170149F) Project – Approval of Final Plans
- 16-236 Loren Miller Recreation Center – Synthetic Soccer Field (W.O. #E170171F) Project – Approval of Final Plans
- 16-237 Rustic Canyon Park – Facility Enhancement Project – Phase II (PRJ1030D) (W.O. #E170327F); and Rustic Canyon Park – Facility Enhancement Project – Phase III (PRJ20020) (W.O. #E170135F) – Final Acceptance

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5. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – President Patsouras and Commissioner Culpepper
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

6. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Board of Recreation and Park Commissioners 2017 Meeting Schedule
- Informational Report on Department Activities and Facilities
- Informational Update on the Greek Theatre

7. PUBLIC COMMENTS

Comments by the Public on All Other Matters within the Board's Subject Matter Jurisdiction

8. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Future Agenda Items

9. NEXT MEETING

The Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, December 14, 2016, 9:30 a.m., at Yosemite Recreation Center, 1840 Yosemite Drive, Los Angeles, CA 90041.

10. ADJOURNMENT

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers:

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from Downtown Los Angeles  
from West Los Angeles  
from San Pedro  
from Van Nuys

(213) 621-CITY (2489)  
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(818) 904-9450

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>

Information on agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the agenda and reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).

## REGULAR MEETING MINUTES

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

Wednesday, October 19, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at Stoner Recreation Center at 9:30 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, and Commissioner Misty Sanford. Also present were Kevin Regan, Assistant General Manager, and Deputy City Attorney III Strefan Fauble.

The following Department staff members were present:

Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Javier Solis, Superintendent, Planning, Construction and Maintenance Branch  
Rob Simanovich, Equipment Specialist II, Finance Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Len Nguyen, Senior Field Deputy of Councilmember Mike Bonin's Office, presented opening remarks and welcomed the Board and audience to the Eleventh Council District. Senior Field Deputy Nguyen also introduced Senior Lead Officer Jim Levinson and Jamie Keaton, Chair of the West Los Angeles Sawtelle Neighborhood Council, both of whom have been working with the Eleventh Council District Office on public safety and quality of life issues.

Assistant General Manager Kevin Regan introduced Department staff and provided background and programming information regarding the Stoner Recreation Center. Assistant General Manager Regan also introduced local volunteer Celia Lieberman, and discussed her involvement with the skate park participants and other volunteer activities at Stoner Recreation Center.

#### APPROVAL OF THE MINUTES

Commissioner Sanford moved that the Board approve the Minutes of the October 4, 2016 Special Meeting, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

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

#### BOARD REPORTS

##### 16-220

VARIOUS LOCATIONS – ARMENIAN GENOCIDE MEMORIAL PLAQUES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) OF THE CITY CEQA GUIDELINES (WHICH PROVIDES FRO THE PLACEMENT OF SIGNS ON PARK PROPERTY AS ACCESSORY STRUCTURES TO RECREATIONAL FACILITIES)

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October 19, 2016

Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-220 for approval of the wording, placement, and installation of plaques at various locations within each Council District and at City Hall where pomegranate trees were planted to commemorate the 100<sup>th</sup> Anniversary of the Armenian Genocide; and approval of the finding that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (1) of the City CEQA guidelines. The Board and Department staff discussed the material and proposed wording for the plaques, and the condition and maintenance of the planted pomegranate trees. Commissioner Sanford requested that Department staff revise the plaque policy to include an educational component for the purpose of educating the public in perpetuity when plaques are installed by the Department.

Anna Hovasapian, Senior Policy Director of Councilmember Paul Krekorian's Office, Second Council District, spoke in support of the plaque installation.

16-221

SOUTH PARK RECREATION CENTER – NORTHWEST SYNTHETIC SOCCER FIELD IMPROVEMENT (W.O. #E1907808) (PRJ20812) PROJECT – RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3468

Darryl Ford, Senior Management Analyst I of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-221 for acceptance of the Release of Stop Payment Notice on Construction Contract No. 3468 filed by Builders Fence Company, Inc. for the South Park Recreation Center – Northwest Soccer Field Improvement Project.

16-222

LOS ANGELES RIVERFRONT PARK – PHASE II (W.O. #E170406F) PROJECT; 109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT (PRJ1501P) (W.O. #E1906494) PROJECT – REQUESTS FOR PARTIAL RELEASE OF CONTRACT PAYMENT ON CONSTRUCTION CONTRACTS NO. 3385 AND NO. 3462

Darryl Ford, Senior Management Analyst I of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-222 for authorization of the Department's Chief Accounting Employee to release \$125,000.00 of the amount withheld on Construction Contract No. 3385 with Simgel Company, Inc. (Simgel), in accordance with the Request for Partial Release of Contract Payment(s) dated October 7, 2016 for the Los Angeles Riverfront Park - Phase II Project; and authorization of the Department's Chief Accounting Employee to release \$125,000.00 of the amount withheld on Construction Contract No. 3462 with Simgel, in accordance with the Request for Partial Release of Contract Payment(s) dated October 7, 2016 for the 109th Street Pool and Bathhouse Replacement Project.

16-223

CABRILLO MARINE AQUARIUM – PROVISION OF SCIENTIFIC ILLUSTRATIONS AND EXHIBIT DESIGNS – AMENDMENT TO PERSONAL SERVICES CONTRACT NO. 3478 WITH EVELINA TEMPLETON, SCIENTIFIC ILLUSTRATOR

October 19, 2016

Mike Schaadt, Director of Cabrillo Marine Aquarium (Aquarium), presented Board Report No. 16-223 for approval of a proposed Amendment to Personal Services Contract No. 3478 with Evelina Templeton to continue the provision of as-needed scientific illustrations and exhibit designs for the Cabrillo Marine Aquarium; approval of the finding pursuant to City Charter Section 1022 that the Department does not have personnel available in its employ with sufficient expertise to undertake the specialized professional tasks in a timely manner, and such services can be performed more feasibly by a qualified contractor; and approval of the finding pursuant to Charter Section 371(e)(2) that the services are professional, expert, technical, and special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous as the Department does not currently have employees with the expertise to perform such services. The Board and Department staff discussed the scientific illustrative services provided by Evelina Templeton for the exhibits and the collateral material for the teacher workshops, and the Aquarium's long-term plan to train local college students that are studying for a scientific illustration baccalaureate degree.

16-224

ECHO PARK BOATHOUSE CAFÉ CONCESSION – AWARD OF CONTRACT TO MTI INVESTMENTS, INC. (CON-F16-002); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) (ISSUANCE OF LICENSE TO USE AN EXISTING STRUCTURE)

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Matthew Rudnick, Chief Sustainability Officer, presented Board Report No. 16-224 to award the Echo Park Boathouse Café Concession (Concession) to MTI Investments, Inc. (MTI); approval of the proposed Agreement with MTI for the operation and maintenance of the Concession for a five-year term with one five-year renewal option exercisable at the General Manager's sole discretion; approval of the finding pursuant to City Charter Section 1022 that is necessary, feasible, and economical to secure such services by contract as the Department lacks sufficient and necessary personnel to undertake the specialized professional services; approval of the finding, pursuant to Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by common law and the City Charter as there is no single criterion that will determine which proposer can best provide the services required the Department for the operation and maintenance of the Concession; authorization of the General Manager or Designee to execute the proposed Agreement and make any necessary technical changes consistent with the Board's intent; and approval of the finding that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The Board and Department staff discussed the proposed revenue-sharing payment plan, the proposal review and due diligence process, MTI's track record and financial capacity, and the Department's contingency plan should MTI fail to meet contractual obligations for the Concession.

Jason Espiritu, MTI Director, discussed his background experience in the restaurant industry, community partnerships, the marketing and business plan for the Concession, and the mobile food cart business model.

Public comments were invited for the Board Reports; however, no requests for public comment were submitted.

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President Patsouras requested a Motion to approve the Board Reports as presented. Commissioner Sanford moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

#### COMMISSION TASK FORCES

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

President Patsouras reported on the Concessions Task Force Meeting held on October 19, 2016 prior to the Board Meeting. The Agreement with Los Angeles Pony Rides, Inc. for the Griffith Park Pony Ride Concession was approved by City Council on October 18, 2016. The Amendment to Concession Agreement No. 248 with Wolfgang Puck Catering and Events, LLC to exercise the first renewal option for the Griffith Observatory Café, Catering, and Food Cart Service Concession was also approved by City Council on October 18, 2016. The Agreement with Event Network, Inc. for the Griffith Observatory and Gift Shop Concession was approved by City Council on September 30, 2016, and the tenant improvements will be completed by December 2016. A request to release the Request for Proposals for the Citywide Pedal Boat Operation for Echo Park Lake, Lake Balboa and other future locations will be considered by the Board in November 2016.

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

Commissioner Sanford reported on the Facility Repair and Maintenance Task Force Meeting held on October 19, 2016 prior to the Board Meeting, in which the Task Force discussed a proposed park dedication for Hidden Creeks Estates, restroom maintenance schedule at Hermon Park, and implementation of policies and procedures for the new Quimby Ordinance.

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

- The Various Communications Report was noted and filed.
- Assistant General Manager Kevin Regan reported on Department activities, facilities, and upcoming events. The Agents of Water Mobile Game Launch Event was held on October 13, 2016 at Discovery Cube LA within Hansen Dam Recreation Center. The Agents of Water mobile game offers an interactive education component for children to learn about water conservation and watersheds. The mission sites include Hansen Dam Recreation Center, South Los Angeles Wetlands Park, and Reseda Park. The Department's Aquatic Division is competing in the MyLA2050 Grants Challenge, which offers an opportunity to win \$100,000.00 to augment the Open Water Junior Lifeguard Program. The P-22 Day and Urban Wildlife Festival is scheduled on October 22, 2016 near the Shane's Inspiration Playground in Griffith Park in collaboration with Councilmember David Ryu's Office, National Wildlife Federation, National Park Service, and Friends of Griffith Park. The Annual 90 Plus Los Angeles Legacy Luncheon is scheduled on November 10, 2016 at Friendship Auditorium.

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PUBLIC COMMENTS

Public comments on matters within the Board's jurisdiction were invited; however, no requests for public comment were submitted.

FUTURE AGENDA ITEMS

There were no requests for future Agenda Items.

NEXT MEETING

The Regular Meeting of the Board of Recreation and Park Commissioners scheduled on Wednesday, November 2, 2016 at EXPO Center Comrie Hall was canceled. A Special Meeting/Retreat of the Board of Recreation and Park Commissioners was scheduled to be held on Monday, October 31, 2016 at 9:00 a.m. at Griffith Park Boys Camp, 4730 Crystal Springs Drive (located on Camp Road past Griffith Park Drive), Los Angeles, CA 90027. The next Regular Meeting thereafter was scheduled on Wednesday, November 16, 2016, 9:30 a.m., at Algin Sutton Recreation Center, 8800 South Hoover Street, Los Angeles, CA 90044.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 10:35 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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



## SPECIAL MEETING MINUTES

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

Wednesday, October 31, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting/Retreat at Griffith Park Boys Camp at 9:00 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, Commissioner Pilar Diaz, and Commissioner Misty Sanford. Also present were Michael A. Shull, General Manager, and Deputy City Attorney III Strefan Fauble.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Kevin Regan, Assistant General Manager, Operations Branch  
Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Ramon Barajas, Superintendent, Planning, Construction and Maintenance Branch  
Eleanor Chang, Department Chief Accountant IV, Finance Division

#### CALL TO ORDER

President Patsouras introduced Commissioner Pilar Diaz, whose Mayoral appointment to the Board for the term ending June 30, 2020 became effective on October 21, 2016 to fill the vacancy left by former Commissioner Iris Zuñiga. Commissioner Diaz discussed her background experience working with the LA84 Foundation and the Boys & Girls Club of West San Gabriel Valley.

#### NEIGHBORHOOD COUNCIL COMMENTS

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

#### ITEM OF DISCUSSION

General Manager Michael Shull presented an overview of the Department's proposed Fiscal Year (FY) 2017-18 budget, and the proposed funding increases and position authorities to support the Department's core services, service enhancements, and service restoration requests. The Board and General Manager Shull discussed the Department's funding sources for core services, the non-core services funded by the City's General Fund, the budget proposal for new and expanded facilities, obligatory expenditures which include significant increases in the water and electric rates, and the amount of funding left in the proposed FY 2017-18 budget for service enhancements after the obligatory expenditures are covered. The Board and Department staff also discussed the implementation of Joint-Use Agreements with the Los Angeles Unified School District for additional park access, the proposed expansion of the Park Ranger Program and activation of regional Park Ranger stations, the Park Restroom Enhancement Program, and new funding requests for programs to be funded by the City's General Fund such as summer season pool extensions, cooling centers and emergency shelters, and homeless encampment cleanup services. The Board and Department staff also discussed the Department's role and staffing costs involved in the oversight of licensed child care center contracts, and the restoration of recreation and maintenance staff positions. The Board requested that Department staff include the actual costs for full service

October 31, 2016

restoration and enhancements in the Department's FY 2017-18 budget proposal. Chief Sustainability Officer Matthew Rudnick reported on the status of the draft Five-Year Strategic Plan.

PUBLIC COMMENTS

Public comments on matters within the Board's jurisdiction were invited; however, no requests for public comment were submitted.

NEXT MEETING

The Regular Meetings of the Board of Recreation and Park Commissioners scheduled on November 2, 2016 at EXPO Center Comrie Hall and November 16, 2016 at Algin Sutton Recreation Center were both canceled. A Special Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, November 16, 2016, 9:30 a.m., at Van Ness Recreation Center, 5720 2<sup>nd</sup> Avenue, Los Angeles, CA 90043.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:35 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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

**BOARD REPORT**

**NO.** 16-225

**DATE** November 16, 2016

**C.D.** Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** KAISER PERMANENTE OPERATION SPLASH 2017 AND 2018 PROGRAMS – RETROACTIVE AUTHORIZATION TO SUBMIT A GRANT RENEWAL APPLICATION FOR AQUATICS PROGRAMMING; ACCEPTANCE OF AWARDED GRANT FUNDS

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

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

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

**RECOMMENDATIONS**

1. Retroactively authorize the Department of Recreation and Parks (RAP) to submit a two-year grant application to Kaiser Permanente for the Operation Splash Program for 2017 and 2018, in the amount of Four Hundred Eight Thousand Dollars (\$408,000.00) for RAP aquatics programming, subject to Mayor and City Council consideration;
2. Direct RAP staff to transmit a copy of the grant renewal application documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and the City Clerk for Committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager or Designee to accept and receive the Operation Splash Program grant renewal for 2017 and 2018, if awarded, in the amount of Four Hundred Eight Thousand Dollars (\$408,000.00), from Kaiser Permanente for aquatics programming and the "Rethink Your Drink" campaign, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager, Chief Financial Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the implementation and completion of the project(s);
5. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Operation Splash Program renewal grant for 2017 and 2018, if awarded, in the amount of Four Hundred Eight Thousand Dollars (\$408,000.00) for aquatics programming; and,

## BOARD REPORT

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NO. 16-225

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

### SUMMARY

Kaiser Permanente is a long-standing valued supporter of the Department of Recreation and Parks (RAP), whose annual grants have allowed RAP to enhance aquatic services throughout the City over the last ten years. For the summers of 2015 and 2016, Kaiser Permanente awarded RAP Four Hundred Eighty Thousand Dollars (\$480,000.00) under their Operation Splash Program. As in past years, this Kaiser grant funded free swimming lessons and subsidized Junior Lifeguard program participation for thousands of youth from low-income areas of the City, and provided an extra week of public swim operation for several seasonal pools. In anticipation of the 2017 and 2018 summer seasons, Kaiser recently approached RAP Management on September 12, 2016, and invited RAP to submit an application for a 2017 and 2018, two-year grant in the amount of Four Hundred Eight Thousand Dollars (\$408,000.00). The application and associated documents were due to Kaiser Permanente on October 10, 2016, and were timely submitted by RAP staff.

As in past years, the objectives for the 2017 and 2018 Operation Splash grant program include: 1) increasing opportunities for safe physical activities for youth from low-income neighborhoods where health disparities are greatest and opportunities for safe physical activity are often scarce; 2) teaching children and adults basic water safety and swimming skills in order to prevent drowning; 3) promoting life-long physical activity; and 4) promoting healthy beverage choices.

In 2017 and 2018, the renewed grant will be used again to supplement funding for RAP Aquatics programs and related activities at approximately forty-nine (49) RAP pool sites located within disadvantaged areas of the City. Such programs and activities consist of RAP's Learn-to-Swim Program, Junior Lifeguard Program, and the "Rethink Your Drink" campaign which encourages healthy beverage choices. These aquatic programs teach youth swimming fundamentals, water safety, emergency response, teamwork, and goal setting, with an emphasis on healthy choices. Approximately Seven Thousand (7,000) youth and adults are projected to be served through these programs.

### FISCAL IMPACT STATEMENT:

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

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

**BOARD REPORT**

NO. 16-226

DATE: November 16, 2016

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HIGHLAND PARK RECREATION CENTER – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3476 WITH OPTIONS FOR LEARNING (FORMERLY, OPTIONS – A CHILD CARE AND HUMAN SERVICES AGENCY) TO CHANGE THE LEGAL NAME OF THE ORGANIZATION, EXTEND THE TERM OF AGREEMENT, AND MODIFY PERMITTED TIMES OF USE FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

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

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

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

**RECOMMENDATIONS**

1. Approve a proposed Supplemental Agreement, herein included as Attachment 1, to Agreement No. 3476, between the City of Los Angeles and Options for Learning (formerly known as Options – A Child Care and Human Services Agency), a California non-profit corporation, subject to the approval of the Mayor, City Council, and City Attorney;
2. Direct the Board Secretary to transmit the proposed Supplemental Agreement to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Supplemental Agreement subsequent to all necessary approvals; and,
4. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed supplemental Agreement.

**SUMMARY**

On June 5, 2013, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3476 (Agreement), included as Attachment 2 of this Report, between the City of Los Angeles (City) and Options For Learning (Options – formerly, "Options – A Child Care and Human Services Agency), authorizing Options to operate and maintain a Head Start childcare and development program within the pool building at Highland Park Recreation Center, located at 1650 Piedmont Avenue, Los Angeles, CA 90044. Options ([www.optionsforlearning.org](http://www.optionsforlearning.org)) is a

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California State licensed, head-start program provider (Lic# 191800066), grant-funded through the Federal Government and selected via a National Head Start competitive bid process. A list of Options' Board of Directors is included as Attachment 3 of this Report.

The Highland Park Pool is a seasonal pool open only during summer months. Through the existing shared use arrangement, Options utilizes the pool building during non-summer months, in order to accommodate the Department of Recreation and Parks (RAP) Aquatics Division's operation of recreational swimming programs and activities during the summer. The Agreement, which was executed on October 2, 2013, for a three-year term, expired on October 1, 2016.

During the traditional school year, Options provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Highland Park. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities. Options is licensed by the State of California and operates under California Child Care Center General Licensing requirements.

The collaboration between Options and RAP has been favorable for the last three years. Communication has been open and the "walk-throughs" during which RAP Staff evaluates the facility both prior to Options occupying and vacating, have been positive, helpful, and constructive. At the most recent annual evaluation, Options met all the agreement standards through the RAP Partnership Policy annual evaluation process. During the site inspection, it was noticed that the morning program was filled to capacity with children from around the Highland Park community.

In anticipation of the Agreement's pending expiration on October 1, 2016, Options contacted the Partnership Division on August 8, 2016, and requested an extension to the term of the Agreement for an additional three years in order to continue Head Start services in the Highland Park community. Additionally, on September 23, 2016, Options again contacted the Partnership Division and requested an expansion of permitted times beginning October 10, 2016 to offer an afternoon Head Start program thereby providing additional children needing Head Start services in the Highland Park community.

RAP Staff therefore recommends approval of the proposed Supplemental Agreement to the Agreement to change the previous legal name of the organization to the current legal name, and extend the term of the Agreement for three additional years, establishing the term of the Agreement to a total of six years.

All other terms and conditions will remain unchanged. Options' performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. Options shall continue to accept full liability for their operations at the location and

## BOARD REPORT

PG. 3 NO. 16-226

responsibility to maintain appropriate insurance protecting the City's interests. Additionally, Options will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of Two Hundred Forty-Five Dollars (\$245.00) per month for the nine months of operation, totaling each calendar year the amount of Two Thousand, Two Hundred Five Dollars (\$2,205.00); covering the pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

RAP Staff has discussed the proposed Supplemental Agreement with the Superintendent of the Metro Region, the Principal Recreation Supervisor I of Aquatics Division, and the North District Recreation Supervisor, and all concur with the recommendations.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3476 with Options will have no adverse impact on the RAP General Fund, as operations and program costs associated with Options' use of the park facility will be paid by Options, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

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

### LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement to Agreement No. 3476
- 2) Agreement No. 3476
- 3) Options Board of Directors

**SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3476  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
OPTIONS FOR LEARNING  
FOR THE OPERATION AND MAINTENANCE  
OF A HEAD START CHILD DEVELOPMENT AND CHILDCARE PROGRAM  
AT  
HIGHLAND PARK RECREATION CENTER**

**This SUPPLEMENTAL AGREEMENT** to Agreement No. 3476 (“SUPPLEMENTAL AGREEMENT”) is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (collectively, “CITY”) and Options For Learning, formerly known as Options - A Child Care and Human Services Agency (“OPTIONS”), a California 501(c)(3) non-profit corporation. CITY and OPTIONS may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

**WITNESSETH**

**WHEREAS**, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly known as Highland Park Recreation Center (“CENTER”), located at 1650 Piedmont Avenue, Los Angeles, CA 90044, which includes a pool building (“PROPERTY”) within the grounds of CENTER; and,

**WHEREAS**, on June 5, 2013, the Board of Recreation and Park Commissioners (“BOARD”) approved Agreement No. 3476 (“AGREEMENT”), between CITY and OPTIONS for the operation and maintenance of a Head Start child care and development program at the PROPERTY during non-summer months (Report No. 13-158); and,

**WHEREAS**, AGREEMENT was executed on October 2, 2013, for a three (3) year term, expiring on October 1, 2016; and,

**WHEREAS**, on August 9, 2016, OPTIONS notified CITY that OPTIONS wishes to continue its collaboration with CITY under substantially the same terms and conditions of said AGREEMENT, for an additional three (3) year term commencing upon the AGREEMENT’s date of expiration (October 1, 2016); and,

**WHEREAS**, on September 23, OPTIONS notified CITY that OPTIONS wishes to extend the permitted daily times of operation in order to offer afternoon programming for the Highland Park community beginning October 10, 2016; and,

**WHEREAS**, RAP was notified by OPTIONS that the organization’s legal name of “Options - A Child Care and Human Services Agency” had been changed to “Options for Learning”, and,

**WHEREAS**, the BOARD approved this SUPPLEMENTAL AGREEMENT at the meeting of the Board of Recreation and Park Commissioners on [\_\_\_\_\_ date \_\_\_\_\_ (Report No. XX-XX)].

**NOW THEREFORE**, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend AGREEMENT as follows:

Agreement No. 3476 (referred to herein as "AGREEMENT") for the operation and maintenance of a Head Start child care and development program, is hereby incorporated by reference into this SUPPLEMENTAL AGREEMENT, as if fully set forth herein, except as specifically modified by this SUPPLEMENTAL AGREEMENT.

**Entire Agreement - All Applicable Sections**

All applicable Sections of AGREEMENT referencing Options - A Child Care and Human Services Agency, as "OPTIONS", are hereby amended in their entirety, to reference "Options For Learning", as "OPTIONS".

**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 six (6) years, beginning on October 2, 2013, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

**Section 6 - Days and Periods of Use**

Paragraph d. is hereby amended in its entirety and shall now read:

PERMITTED TIMES of operation are 8:00 a.m. to 4:00 p.m., Monday through Friday. OPTIONS shall be allowed to enter PROPERTY one (1) hour before and one half hour after operation time for set-up and clean-up purposes.

With the exception of all Sections of Agreement No. 3476 ("AGREEMENT") referencing "OPTIONS", Section 2 (Term and Termination) and Section 6.d., the balance of the terms and conditions of AGREEMENT shall remain unchanged by this SUPPLEMENTAL AGREEMENT and remain in full force and effect.

Should any provision of AGREEMENT conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the PARTIES have executed this SUPPLEMENTAL AGREEMENT to Agreement No. 3476 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

OPTIONS FOR LEARNING, a California non-profit corporation

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
OPTIONS-A CHILD CARE AND HUMAN SERVICES AGENCY  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
HIGHLAND PARK RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of October 2, 2013, ("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 Options- A Child Care and Human Services Agency, a 501(c)(3) non-profit corporation ("OPTIONS"). CITY and OPTIONS may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at the Highland Park Recreation Center ("CENTER"), which includes the pool building within the grounds of CENTER ("PROPERTY"), located at 1650 Piedmont Avenue, Los Angeles, CA 90044, and as depicted on the site map attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, OPTIONS, has provided child care and development services through Head Start programs at CENTER for twelve (12) years; and,

WHEREAS, OPTIONS provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, OPTIONS has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions herein to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on June 5, 2013 (Board Report No. 13-158);

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 OPTIONS by this AGREEMENT authority to use the PROPERTY for the operation of the PROGRAM as described in the Permitted Uses set forth below (Section 5-"PERMITTED USES"),

which shall be performed by OPTIONS in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable and performance of Maintenance Requirements as described herein, at the sole cost and expense of OPTIONS.

- 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 of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
- b. **Termination.** In addition to termination for an uncured breach or default, or if OPTIONS cease to operate under this AGREEMENT, or CITY's written termination notice to OPTIONS effective after sixty (60) calendar days from the date of issuance due to an unfavorable performance review, pursuant to Section 3 of this AGREEMENT ("ANNUAL PERFORMANCE REVIEWS") or for cause during the TERM, either CITY or OPTIONS may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and OPTIONS reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or OPTIONS should elect to terminate this AGREEMENT, OPTIONS 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 OPTIONS 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 OPTIONS 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 OPTIONS' 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 OPTIONS' purposes or function as contained in OPTIONS' corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by OPTIONS, as described herein; or (iv) the failure of OPTIONS 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 OPTIONS' 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 the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with OPTIONS shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
    - (i) An evaluation of OPTIONS' compliance with the terms and conditions of this AGREEMENT;
    - (ii) Fulfillment of OPTIONS' 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 OPTIONS in their OPTIONS Head Start Parent Handbook excerpts attached hereto and incorporated herein by reference as Exhibit-B;
    - (iii) Adequacy of OPTIONS' funding;
    - (iv) The volume of the public's participation in OPTIONS' programs; and
    - (v) OPTIONS' cooperation with CITY staff.
  - b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, OPTIONS shall submit to RAP during the period of May 1st through June 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; and,
    - (iv) Discussion of program changes or challenges.
  - c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and

conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form 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 OPTIONS. CITY shall not unreasonably withhold its determination.

4. **Access to PROPERTY.** OPTIONS and any authorized third party associated with OPTIONS' 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 the case of emergencies. Prior notice will be given to OPTIONS when feasible. If required for public safety, CITY may immediately suspend and/or terminate OPTIONS activities involving the PROPERTY.
  - a. **OPTIONS Primary Use Area:** As depicted by Exhibit-A, the Primary Use Area shall include the approximate 2,500 sq. ft. area of the Pool Locker Room including the indoor restroom, kitchen, and office located on the south side of CENTER, adjacent to CENTER's baseball fields. PROPERTY shall be used by OPTIONS for PROGRAM purposes during OPTIONS' specified months of use and operating hours as specified in Section 6 below.
  - b. **Shared Use Area:** As depicted by Exhibit-A, the public outdoor children's playground, grass area and concrete areas located between the basketball courts and Pool Locker Room adjacent to said Primary Use Area, shall be shared with the general public during OPTIONS' normal operating hours specified in Section 6 below.
  - c. **Trinity Lock System:** During TERM of AGREEMENT, OPTIONS and any authorized third party associated with PROGRAM will be able to access PROPERTY before normal operating hours without RAP staff being present. Four (4) access codes for the Trinity Lock system in use at PROPERTY, which may be changed periodically, will be provided to OPTIONS a week prior to occupancy each year. Once TERM of AGREEMENT has ended or AGREEMENT is terminated, the access codes will be deactivated.
5. **Permitted Uses.** OPTIONS shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. OPTIONS, at its sole cost and expense, shall:
  - a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children, ages three (3) through five (5) years, including related activities to, or incidental to the provision of Head Start child care services, such as but not limited to program meetings and workshops, all in

accordance with the excerpts from OPTIONS Head Start Parent Handbook attached hereto and incorporated herein by reference 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 child care programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
- e. Ensure OPTIONS' protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
- f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. OPTIONS shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with OPTIONS' 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 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.
- i. OPTIONS shall ensure that any and all emergency exits in Pool Locker Room are not blocked with furniture or other items while utilizing PROPERTY. OPTIONS shall also ensure that the doors opening to the pool deck are secure, not allowing children and/or OPTIONS staff to access the pool deck or adjacent filter room at any time.
- j. When OPTIONS vacates PROPERTY for the summer, OPTIONS shall remove all its belongings, furniture and other items from the PROPERTY. Should any items left behind not be removed by two (2) days prior to the pool opening day, RAP reserves the right to discard such items at its discretion as they cannot be stored on the PROPERTY.

6. **Days and Periods of Use.** OPTIONS shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses as follows ("PERMITTED TIMES").
- a. Permitted Months of Use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year. However, the annual start and finish dates for OPTIONS' occupancy and use of the PROPERTY shall be contingent upon RAP's Aquatics programming schedule for the summer pool season, which will be coordinated with the Director-in-Charge at Highland Park Recreation Center specified in Section 28.
  - b. OPTIONS is aware that RAP's Aquatics Division operates an open pool program for the general public during the summer months of the year, acknowledges that the Aquatics program has priority of use of the PROPERTY, and agrees to utilize PROPERTY under the following conditions:
    - i. RAP Aquatics staff shall be allowed access to PROPERTY at least three (3) weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require OPTIONS to vacate PROPERTY to accommodate such repairs, OPTIONS shall cooperate and comply with such requests from RAP staff, whether temporary or until the start of the next school year.
    - ii. OPTIONS will vacate PROPERTY for the summer aquatics program and remove all its furniture and belongings prior to the filling of the pool with water, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
    - iii. OPTIONS will be allowed back on PROPERTY after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school based on LAUSD's school year calendar and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff.
  - c. Generally, PROPERTY shall not be utilized by both RAP and OPTIONS at the same time. However, if OPTIONS desires to utilize PROPERTY while the pool is being drained (which might take up to seven days), OPTIONS must obtain prior written approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff is available, OPTIONS must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while OPTIONS is utilizing the PROPERTY.

- d. PERMITTED TIMES of operation are 8:00 a.m. to 12:00 p.m., Monday through Friday. OPTIONS shall be allowed to enter PROPERTY one (1) hour before and after one (1) hour after operation time for set-up and clean-up purposes.
  - e. OPTIONS shall not be allowed onto PROPERTY during hours other than those authorized without RAP's prior written authorization.
  - f. OPTIONS is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m. Monday through Friday, 9:00 a.m. – 5:00 p.m. Saturday. CENTER is closed on Sundays and on Federal Holidays and is subject to additional closures at the sole discretion of RAP.
  - g. OPTIONS shall cooperate with City of Los Angeles personnel and RAP 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, OPTIONS, its staff, and public patrons and/or guests, whether or not involved in OPTIONS 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 the RAP General Manager or his or her designee.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. OPTIONS accepts the 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 OPTIONS, and regardless of cause.
  - b. OPTIONS, in performing all 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. Daily maintenance to be performed by OPTIONS during OPTIONS' hours of operation:
    - i. Maintain PROPERTY in a clean, sanitary condition removing all debris and trash;

- ii. Keep the PROPERTY and the areas within twenty-five (25) feet of building, clean and safe at all times;
  - iii. Maintain pedestrian paths, common walkways and other shared areas;
  - iv. Pick up and dispose of trash and debris whether by OPTIONS' activity or activity of OPTIONS contracted vendor;
  - v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
- d. OPTIONS shall immediately repair any damages to the PROPERTY which occur during OPTIONS' operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; OPTIONS recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
- 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 OPTIONS 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 the PROPERTY.
- g. OPTIONS shall be responsible for securing OPTIONS' personal property during operations and for OPTIONS' equipment and materials during non-operating hours.
- h. To the extent resources are available, CITY may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by CITY. OPTIONS agrees and understands that CITY shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of OPTIONS to conduct operations, OPTIONS may undertake repairs at no cost to RAP or may suspend operations in accordance with Casualty and Condemnation, Section 14. RAP will provide no maintenance or repair to improvements, fixtures, exterior walls, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by OPTIONS.
- i. To the extent that needed repairs are not made, OPTIONS 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 OPTIONS in connection with the PROPERTY related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and service on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of OPTIONS unrelated to this AGREEMENT and /or the operation and maintenance of this PROPERTY. If for any reason OPTIONS fail 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. OPTIONS may charge its patrons appropriate fees for programs, services, and/or activities offered by OPTIONS on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for OPTIONS' use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, OPTIONS' 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. Additionally, OPTIONS' use of the PROPERTY shall be subject to certain cost recovery reimbursement fee described below.
- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, OPTIONS shall pay a Cost Recovery Reimbursement Fee for costs incurred by RAP related to this AGREEMENT and OPTIONS' use of the PROPERTY, as approved by the Board on July 19, 2012 (Report No. 12-217), and for utility and/or trash costs not directly paid to providers, as detailed below. The monthly Cost Recovery Reimbursement Fee is \$245 related to OPTIONS' operation of the PROGRAM on the PROPERTY. Payments shall be due by the 10<sup>th</sup> day of each month for that month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the 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 OPTIONS. Such utility expenses shall be paid directly by OPTIONS to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are included in the Cost Recovery Reimbursement Fee in paragraph 10.a. above.

- c. **Trash and Solid Waste Disposal.** Pursuant to the 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 OPTIONS with services of non-CITY provider, billed directly to OPTIONS where feasible, or recovered by RAP through fees if not. Trash fees are included in the Cost Recovery Reimbursement Fee in paragraph 10.a. above.
- d. **Telephone and Data Lines.** OPTIONS 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 OPTIONS uses.
- e. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashiers check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but OPTIONS is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification which is not required.
- f. **All Payments and/or correspondence shall be mailed to:**

City of Los Angeles Department of Recreation and Parks  
Attn: 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. OPTIONS 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 OPTIONS.
- 12. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, OPTIONS shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. OPTIONS 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. OPTIONS will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the 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. OPTIONS 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 OPTIONS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to OPTIONS.
- b. If any of the required insurance contains aggregate limits or applies to other operations of OPTIONS outside of this AGREEMENT, OPTIONS shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in OPTIONS' best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. OPTIONS 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, OPTIONS 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, California 90012, or to such address as CITY may specify by written notice to OPTIONS.
- d. OPTIONS' 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; OPTIONS 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 OPTIONS' financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**13. Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, OPTIONS 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 OPTIONS' 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 OPTIONS 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.

- 14. Casualty and Condemnation.** OPTIONS 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 there damaged by casualty or taken by condemnation until any such portion or improvement is restored to OPTIONS' 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 OPTIONS a replacement property for OPTIONS' use.
- 15. Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. OPTIONS shall use 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 OPTIONS to any governmental agency or third party under applicable statute.
- 16. Publicity.** CITY and OPTIONS 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 OPTIONS 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 OPTIONS, shall appropriately acknowledge the contributions of both CITY and OPTIONS. To the extent stipulated in any grant agreement, the CITY and OPTIONS 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 OPTIONS 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 OPTIONS; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or OPTIONS, 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.

OPTIONS 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"

- 17. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP General Manager or his or her designee. RAP may require removal or refurbishment, at OPTIONS' expense, of any sign previously approved. On signage at PROPERTY, OPTIONS 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"

- 18. 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 shall be subject to approval by RAP and the Film Office. 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. OPTIONS shall not charge any fees for film production conducted at PROPERTY.

- 19. Breach or Default by OPTIONS.** The following occurrences constitute events of breach or default of this AGREEMENT: OPTIONS 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, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. OPTIONS' 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 OPTIONS – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by OPTIONS, 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 OPTIONS, and if OPTIONS 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 OPTIONS, terminate this AGREEMENT without further delay, whereupon OPTIONS 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 OPTIONS, perform or cause to be performed any of OPTIONS' 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 OPTIONS 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 OPTIONS 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:

Partnership Division  
City of Los Angeles Department of Recreation and Parks  
3900 Chevy Chase Drive, Mail stop 628-9  
Los Angeles, CA 90039  
Tel.: (818) 243-6488; fax: (818) 243-6447

If to OPTIONS:

Options-A Child Care and Human Services Agency  
c/o Dolores Mead, <sup>Deputy</sup> Executive Director  
885 S. Village Oak Drive  
Covina, CA 91724  
Tel.: (626) 967-7848

**22. Representations and Warranties.** CITY and OPTIONS 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 OPTIONS, 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. OPTIONS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will OPTIONS 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 OPTIONS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- 24. Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the OPTIONS 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 the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date OPTIONS proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. OPTIONS 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.
- 25. Merchandise.** No merchandise shall be sold by OPTIONS on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
- 26. Safety Practices.** OPTIONS 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 death or serious injury (requiring an emergency room hospital visit), OPTIONS must notify the Director-in-Charge at the Highland Park Recreation Center specified in Section 28 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Highland Park Recreation Center specified in Section 28 within seventy-two (72) hours. OPTIONS shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
- 27. Suspected Child Abuse.** OPTIONS or OPTIONS' parents, volunteers, agents, contractors and subcontractors, and/or any person participating in OPTIONS' PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. ORGANIZATION will notify the Director-in-Charge at Highland Park Recreation Center specified in Section 28 within twenty-four (24) hours of any such report
- 28. Recreation Center Contact.** Highland Park Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following numbers:

Daily Operations and Maintenance, Facility Director, Telephone No. (213) 847-4876.

**29. Ordinances and Standard Provisions.** The "Standard Provisions for City 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. OPTIONS and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City contracts (Rev. 3/09)." In addition, OPTIONS will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

**30. 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 Map

Exhibit B: Excerpts from OPTIONS Head Start Parent 's Handbook

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

OPTIONS- A CHILD CARE AND HUMAN SERVICES AGENCY, a 501 (c)(3) California non-profit corporation

By: [Signature]  
President

By: [Signature]

By: [Signature]  
Secretary

Title: Deputy Executive Director / C.O.O.

Date: October 2, 2013

By: [Signature]

Title: CHIEF FINANCIAL OFFICER

**APPROVED AS TO FORM:**

MICHAEL N. FEUER,  
City Attorney

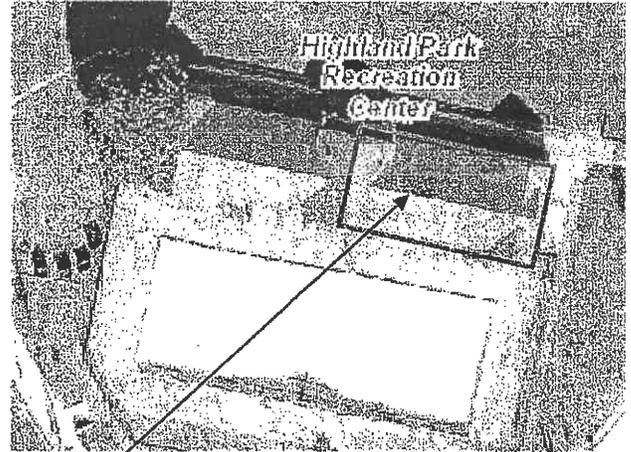
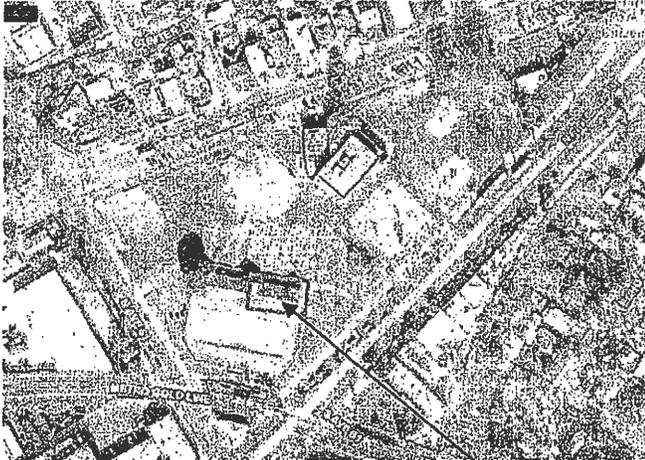
Date: SEPT. 25, 2013

By: [Signature]  
Deputy City Attorney

Date: 10/2/2013

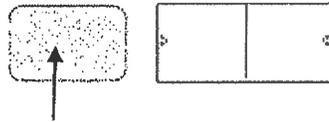
**EXHIBIT - A**  
**SITE MAP**

Pursuant to Section 1, 4 & 5 of this AGREEMENT, the PROPERTY located at 1650 Piedmont Ave., Los Angeles, CA 90044, within the grounds of Highland Park Recreation Center is identified below. The PROPERTY includes a portion of the pool building of roughly 2500 sq. ft.



Pool building referred to herein as "PROPERTY".

Diagram not to scale

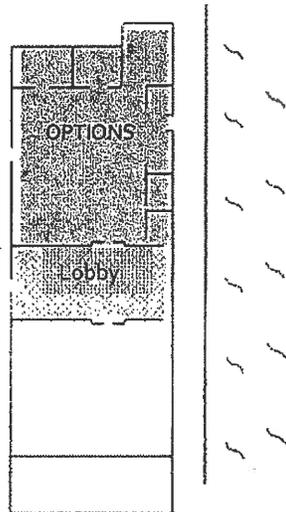


Outside play equipment

Indicates Shared Use

Indicates Primary Use

Pool Building



**EXHIBIT-B**  
**The Options Head Start Parent Handbook**  
**(Excerpts)**

**Division Mission Statement**

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

**Overview**

Options Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. Options provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

**Eligibility Requirements**

At least 90% of the families enrolling in Options Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

**Child Assessment**

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

**Education**

Options Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

**Curriculum**

Options follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

### **Program Choices**

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

#### **Morning Program:**

8:00 am to 12:00 noon. Breakfast and Lunch is served.

#### **Afternoon Program:**

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided .

### **Preparing for School**

#### **Be On Time**

It is important to teach our children to be on time. This is your child's first school experience. When a child arrives on time he/she will have a better day at school. This builds up their self-esteem and they feel more encouraged to want to be part of the fun learning time. Arriving late often disrupts classroom activities and gives the child unwanted or negative attention.

#### **Attendance**

Parents play an essential role in bringing their child to school every day and on time. This will help to establish a good habit for your child when he/she is accountable for their own attendance in grade school. If your child is unable to attend school, please call your teacher immediately, if your child is absent three consecutive days without notification, we will attempt to visit your family and child at home.

#### **Dressing For School**

Children in our preschool program have very active days that include outdoor playtime, arts, and a variety of other activities. Please dress your child in comfortable clothing that allows them to move and play without being concerned about dirtying their clothes. Children must wear closed toe shoes to protect them when they play outside (sandals or open toed shoes are not permitted) . Options Head Start is not responsible for clothing that is torn, soiled or lost. Articles found at the end of the day will be placed in the school's lost and found.

### **Field Trips**

We are very excited to offer several field trips thought-out the school year, and we hope you'll join us! Parents are invited, per field trip procedures, to come along with their child and enjoy the outing by providing adult assistance to the teachers. Field trip announcements will be posted on the bulletin board or sent home. Parents are required to submit proof of a TB test prior to volunteering or chaperoning a field trip.

### **Pick-Up and Releasing Children**

For the emotional well-being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. Options staff will verify identification and make sure the person picking up is listed as an emergency contact.

### **Meals Provided**

By participating in the California Adult and Child Care Food Program, Options is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

### **Illness**

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

### **Concerns**

We strive to provide the best quality service to you, your child and your entire family. Throughout the year, our professional staff will learn of the special needs that you, your child or your family may need.

However, when there is a problem, we ask that the parent approach the appropriate person to try to solve the problem. If it concerns the child, you should first talk to the teachers, then the Child Development Supervisor and then the Education Administrator. If your issue concerns the parents, you should talk to the Family Service Specialist, then the Family Service Supervisor and/or the Family Service Administrator. If all fails, you can call the Options Head Start Director.

### **Behavioral Concerns**

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

### **Mental Health**

Options Head Start offers free mental health services to children and families including siblings. Mental health services include classroom observations, individual observations, individual and family counseling, and social/emotional screenings for children and families who have a need for service. Parent workshops provide families with information that promotes family wellness.

### **Special Services**

Options Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

### **Parent-Teacher Conferences/Home Visits**

We believe feedback is important, and while we'll provide feedback along the way, we hope you'll let us know how we're doing, too. We expect our teachers and Family Service Specialists to talk with you and the other parents on a regular basis. During the school year, staff will schedule two Parent-Teacher Conferences and two home visits with each family to build a strong support unit between the educator, child and family. We've experienced a lot of success through this model and hope it is as helpful to you.

### **Family Engagement Opportunities**

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As an Options Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children

- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the Options Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

### **Parent Committee Meetings**

All centers and home base clusters hold their own Parent Committee Meeting once a month. You are encouraged to attend the meetings and share information and ideas with other parents and staff. Parents get the opportunity to be elected as Officers. Officers are trained on their responsibilities and on how to support the staff in making the learning environment a rich experience for all children. Each Parent Committee elects a member to be elected on the Policy Council. This is a great chance to know what is going on to improve home-school relationship.

### **Policy Council**

Options Head Start Policy Council meets monthly with the Director of the Program and is composed of currently enrolled parents and community representatives. The Policy Council reviews all grant budgets, program improvement plans, financial status and policies for the program year. Members are also involved in the yearly program assessment and other subcommittees. Members must be trained on the Head Start ACT, Head Start Performance Standards and the responsibilities of the Policy Council. Members are elected into the council.

### **In Kind**

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to Options Head Start. All parents, vendors, community partners and friends of Options can participate in this service.

### **Client Non-Admittance/Termination Policy**

Options has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for Options to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

**EXHIBIT-C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

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

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<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)					
<b>FINANCIAL</b>	<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					
<b>OUTREACH</b>	<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
<b>SAFETY</b>	<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
<b>ORGANIZATION</b>	<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)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



**CONSOLIDATED PERFORMANCE REVIEW – PAGE 3**

ORGANIZATION
TITLE
PERIOD COVERED

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**  
*Includes RAP Staff feedback and participant comments*

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF EVALUATION REVIEWER</b>	
<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>

**ATTACHMENTS**

Compliance Resolution Forms  
  Public Comments  
  Flyers and PR Materials  
  Photos  
  Program Forms  
 Annual Report  
  Budget  
  Inspection(s)  
  Compliance Check  
  Legal/Insurance Status  
  Other \_\_\_\_\_

Rev February 2012

**EXHIBIT-D  
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 9/06)

**Required Insurance and Minimum Limits**

Name: Options - A Child Care and Human Services Agency Date: 08/16/2012

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

		Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>		
	WC <u>Statutory</u>	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> <b>General Liability</b>		<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>	
<input type="checkbox"/> Fire Legal Liability		
<input checked="" type="checkbox"/> <b>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</b>		<u>\$1,000,000</u>
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b>		
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>		
<input type="checkbox"/> <b>Property Insurance (to cover replacement cost of building - as determined by insurance company)</b>		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake	<input type="checkbox"/> Fine Arts - Cover value of exhibit	
<input type="checkbox"/> <b>Pollution Liability</b>		
<input type="checkbox"/>		
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>		100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>		
<b>Other: General Notes:</b>		
1) 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: <a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>		
2) 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.		
<u>1,000,000</u>		

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

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

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

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

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed**. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

## **Options for Learning - Board of Directors**

### **Patricia Huffman – Chairperson**

Pat has been an integral part of Options for Learning since the formative years of the agency. Trained as a registered nurse, Pat has professionally worked in programs devoted to children and families. Pat has been an active volunteer in her community, serving on various committees and boards, working on education, advocacy and health issues such as early childhood education, family issues, and mental health.

### **David Wilbur - Vice Chairperson**

David has been on the Board of Directors of Options for Learning for 7 years. With several degrees in engineering and training in management, he worked as an engineer, manager and director for a small aerospace firm for over 35 years. In 2013 he and his wife started and he is president of a non-profit company providing education and mentoring services to children in East Los Angeles.

### **Michelle Capistrand**

Michelle has been on the Board of Directors of Options for Learning for 3 years. With a degree in Human and Infant/Toddler Development, she has worked with infants and preschool age children for the past 8 years. Michelle is a Student Affairs Officer at the UC Irvine Infant/Toddler Center and was previously employed as an Infant/Toddler teacher for The Children's Center at Caltech. She is also a professional growth advisor, committee member for SCAEYC East Valley Chapter and provides trainings and workshops in the area of infant and toddler development.

### **Patricia Diaz**

Patricia Diaz is a recently elected Board Member of Options for Learning. Patricia has worked in the Hacienda La Puente School District as an Elementary School Principal since 2013 and has worked with various school districts over the past 30 years. She has extensive experience in bilingual education, early intervention in Head Start to 6th grade programs, literacy development, parent involvement and working with under-served communities. Patricia is proud to be a vocal advocate for promoting early childhood educational access for the under-served children of Southern California.

**Susan Keith**

Sue has been on the Board of Directors of Options for Learning for 7 years. Sue was formerly a development and public relations executive, with extensive experience in educational public relations and nonprofit fundraising at Uncommon Good, Project SISTER, House of Ruth and several prestigious colleges. Sue is currently the vice president of the Board of Trustees of Citrus Community College, on the statewide California Community College Trustees policy board, on the board of directors for the Kiwanis Club of Claremont and has served on many other nonprofit boards.

**Joyce Robinson - Bio not available.**

**Inga Rodriguez**

Inga Rodriguez is a recently elected Board Member of Options for Learning. Inga has worked at St. Jude Medical Center as a Community Programs Assistant since 2006, being a liaison between hospital and governmental and health care agencies. She has extensive experience doing community outreach, parental education and case management. Inga is proud of her past work experience in the diverse fields of automotive and higher education. Inga has had children attend Options for Learning programs, including Head Start.

**Peggy Sisson**

Peggy has been on the Board of Directors of Options for Learning for 4 years. Professionally she was the City of Pasadena's Child Care Coordinator for 15 years and currently serves on the City's Human Services Commission. Peggy has been an active volunteer in her community with Advocacy, Early Childhood Education programs, women's issues, youth sport programs and senior issues.

**BOARD REPORT**

NO. 16-227

DATE: November 16, 2016

C.D. 7

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HOWARD FINN PARK COMMUNITY GARDEN – AGREEMENT WITH LOS ANGELES CONSERVATION CORPS, INC. FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES

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

  
General Manager

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

**RECOMMENDATIONS**

1. Approve a proposed three-year Agreement (Agreement), herein included as Attachment 1, between the City of Los Angeles and Los Angeles Conservation Corps, Inc., a California non-profit corporation, setting forth the terms and conditions for the operation and maintenance of Howard Finn Park Community Garden, subject to the approval of the Mayor, and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No.3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
4. Direct the Department of Recreation and Parks' (RAP) Chief Accounting Employee to create a subaccount in Fund 302 Department 89 for the deposit of fees and other cost recovery reimbursements received from LACC, in accordance with RAP Policies;
5. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines (existing park facility involving negligible or no expansion of use); and,
6. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed Supplemental Agreement.

## BOARD REPORT

PG. 2 NO. 16-227

### SUMMARY

Los Angeles Conservation Corps, Inc. (LACC), a California non-profit corporation, has operated and maintained Howard Finn Park Community Garden (Garden) since June 27, 2016, under Right-of-Entry Permit No. PD-ROE-076. Howard Finn Park Community Garden is located at 7747 Foothill Boulevard, Sunland, CA 91042. The Garden sits on 0.3 acres and contains 50 plots and an orchard.

LACC was founded in 1986 and employs more than 26,000 young people annually in a variety of conservation and service projects. LACC's mission is to provide at risk youth, adults and school-aged youth opportunities for success through job skills training, education, and work experience with an emphasis on conservation and service projects that benefit Los Angeles communities. The list of LACC's Board of Directors is included herein as Attachment 2.

With the support of the Office of then-Councilmember Felipe Fuentes, Seventh Council District, LACC approached RAP in May 2016 regarding operating and maintaining the Garden at Howard Finn Park.

LACC currently has an agreement with RAP to operate and maintain a community garden at another location, commonly referred to as the LACC Urban Farm and Conservation Corps Site, located across from Boyle Heights Sports Center. The LACC has received positive yearly evaluations from RAP staff for this site through the RAP Partnership Policy annual evaluation process.

RAP Staff and LACC have mutually agreed to the terms and conditions of the proposed Agreement for the operation and maintenance of the Garden. As part of the proposed Agreement, LACC will be responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of the Garden.

### ENVIRONMENTAL IMPACT STATEMENT:

RAP Staff has determined that the project is for the operation of recreational programming at an existing park facility involving negligible or no expansion of use and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The proposed Agreement will have no adverse impact on RAP's General Fund as all costs of Garden operations and maintenance, including utilities, will be paid for by LACC.

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

### LIST OF ATTACHMENTS

- 1) Proposed Agreement
- 2) List of LACC's Board of Directors

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES CONSERVATION CORPS  
FOR THE  
OPERATION AND MAINTENANCE OF  
HOWARD FINN PARK COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into as of \_\_\_\_\_, 20\_\_\_\_, 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., a California 501(c)(3) non-profit corporation ("LACC"), for the operation and maintenance of the Howard Finn Park Community Garden ("GARDEN"). CITY and LACC may be referred to herein individually at "PARTY" or collectively as "PARTIES".

**WHEREAS**, CITY, through its Department of Recreation and Parks ("RAP"), owns real property commonly known as Howard Finn Park ("PARK"), located at 7747 Foothill Boulevard, Sunland, CA 91042, which among other amenities also contains the GARDEN, as depicted on the site plan ("SITE PLAN") attached hereto and incorporated herein by reference as Exhibit A; and,

**WHEREAS**, LACC's mission is to provide at risk young adults and school-aged youth opportunities for success through job skills training, education and work experience with an emphasis on conservation and service projects that benefit the community; and,

**WHEREAS**, at the request, and with the support, of the Office of then-Councilmember Felipe Fuentes, Seventh Council District, LACC began operating and maintaining the GARDEN in July 2016, under Right-of-Entry Permit No. PD-ROE-076; and,

**WHEREAS**, LACC wishes to continue to operate and maintain the GARDEN for the recreational enjoyment and benefit of the Sunland-Tujunga community; and,

**WHEREAS**, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept LACC's offer of continued operations and maintenance of the GARDEN, at the BOARD's meeting of \_\_\_\_\_ (Board Report No. \_\_\_\_\_).

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

1. **Use of GARDEN.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LACC this AGREEMENT authorizing use of the GARDEN for the operation of a community garden, as described in the Permitted Uses section set forth below, which shall be performed by LACC in compliance with the terms and conditions of this AGREEMENT, and at the sole cost and expense of LACC.
  
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 REVIEW”) more fully described below:
  - 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 CITY or LACC, 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 LACC ceases to operate the GARDEN; or, (iii) LACC implements the general termination provision described herein.
  
  - b. **Termination.** In addition to termination for an uncured breach or default, or if LACC ceases to operate under this AGREEMENT, either CITY or LACC may terminate this AGREEMENT by giving the other sixty (60) calendar days advance 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, LACC agrees to immediately cease all operations and other activity, and to peacefully surrender the GARDEN to CITY.
  
  - 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 LACC’s corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACC’s purposes or function as contained in LACC’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LACC, as described herein; or (iv) the failure of LACC to use the GARDEN for any of the PERMITTED USES, or fails to comply with the agreed upon performance requirements (“PERFORMANCE REQUIREMENTS”), 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 GARDEN, or for reason beyond LACC’s control.
  
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of Annual Performance Reviews (“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 LACC shall in part, be contingent upon favorable ANNUAL PERFORMANCE REVIEWS, which shall include, but not be limited to:
  - (i) An evaluation of LACC's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of LACC's obligations for the operation and maintenance of the GARDEN under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein;
  - (iii) Fulfillment of all PERFORMANCE REQUIREMENTS included in Section 6 herein;
  - (iv) Adequacy of LACC's funding and resources to operate and maintain the GARDEN in accordance with this AGREEMENT;
  - (v) The volume of the public's use of the GARDEN and participation in LACC's programs; and
  - (vi) LACC's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, LACC shall submit to CITY during the period of January 15th through February 15th of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall include, but not be limited to:
  - (i) Annual Budget and Report of Expenditures
  - (ii) Data on participants and program results
  - (iii) Discussion of program changes or challenges
- c. RAP reserves the right to request additional materials 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 performance review process, evaluation of the PERFORMANCE REPORT, and a review of LACC's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP operations and maintenance staff at the PARK, if any are on-site. A sample PERFORMANCE EVALUATION form is attached hereto and incorporated herein

by reference as Exhibit B. Results of the performance review may also be used in determining future collaborations with LACC. CITY shall not unreasonably withhold its determination.

4. **Access to GARDEN.** LACC and any authorized third party associated with LACC's activities at the GARDEN 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 GARDEN for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to LACC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LACC activities involving the GARDEN.
  
5. **Permitted Uses.** GARDEN shall be operated as a community garden with fifty (50) individual garden plots assigned by LACC in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants. LACC shall operate the GARDEN in accordance with RAP's Community Operated Open Space Policy, attached hereto and incorporated herein by reference as Exhibit C, as set forth at length and with guidelines set forth below.
  - a. The GARDEN 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 special events. Scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACC. LACC shall ensure that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.
  - c. No commercial activity will be allowed on the GARDEN, unless written approval is provided by RAP in advance of such activity occurring.
  - d. No products grown or cultivated on the site may be sold or be used for for-profit commercial purposes.
  - e. The GARDEN shall not be permitted to be used for organized sports, public event space, or paid parking.
  - f. LACC shall 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. The documentation of this written consent must be provided to RAP prior to photographs being taken.
  
6. **Performance Requirements.** LACC must operate and maintain the GARDEN in accordance with the following:

- a. LACC shall perform operations and maintenance efficiently and economically, at LACC's sole cost and expense.
  - b. LACC agrees that it shall operate the GARDEN only during specified days and hours listed in Section 7 of this AGREEMENT.
  - c. LACC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the GARDEN, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of RAP. LACC may collect participant fees as described in Section 9 (Funding and Fundraising).
  - d. LACC's staffing of the GARDEN shall comply 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 LACC.
  - e. LACC shall punctually pay or cause to be paid, all financial obligations incurred by LACC or RAP in connection with the operation and maintenance of the GARDEN, including the payment of cost recovery reimbursement fees to RAP, as applicable. LACC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACC's use of the GARDEN.
  - f. LACC shall establish and promulgate written rules for gardeners at the GARDEN, in accordance with the sample rules attached as Exhibit D and incorporated herein as set forth at length.
  - g. **Alcoholic Beverages.** The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted to occur at the GARDEN or PARK
7. **Days and Periods of Use.** In accordance with normal PARK operating hours, the hours and days of LACC and public access to the GARDEN are:
- Sunrise to sunset daily for the operation and maintenance of the GARDEN ("PERMITTED TIMES"). Any extended times or hours for specified events or programs related to community garden operations or maintenance may be granted with prior written consent of RAP.
8. **Parking.** During the TERM of this AGREEMENT and during Permitted Uses specified above in Section 5 of this AGREEMENT, LACC its staff, and public patrons and/or guests, whether or not involved in LACC activities at the GARDEN, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated

parking shall not be allowed. Off-site street parking is allowed, subject to the Department of Transportation regulations.

9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LACC in connection with the GARDEN or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the GARDEN or PARK, shall be applied exclusively to the operations and maintenance of the GARDEN, and shall be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of LACC that are unrelated to this AGREEMENT and/or the operation and maintenance of the GARDEN. If for any reason LACC 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. LACC may charge gardening participant fees for programs, services, and/or activities offered by LACC at the GARDEN, including a monthly fee for use of a garden plot, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LACC may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

LACC may hold fundraising activities at the GARDEN, but must obtain prior written approval for the date and time from the RAP contact person in Section 24 (Notices) for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. LACC 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 GARDEN or PARK must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the GARDEN or PARK, LACC 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 6.g. of this AGREEMENT.

10. **Maintenance and Repair of the GARDEN.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the GARDEN:
- a. Pursuant to the mutual agreement of PARTIES, LACC shall operate and maintain the GARDEN efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the GARDEN, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.

- b. LACC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to the GARDEN, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LACC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the GARDEN. LACC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACC's use of the GARDEN property.

**11. Consideration.** The consideration for this AGREEMENT in exchange for LACC's use of the GARDEN property, shall be LACC's provision of gardening-associated recreational activities, including but not limited to programming and services to the community, and the maintenance and/or repair of the GARDEN at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies, together with the attendant benefits to the People of the City of Los Angeles. Additionally, LACC's use of the GARDEN shall be subject to certain cost recovery reimbursement fees described below. Such fees are subject to change with prior written notice from RAP to LACC.

- b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the GARDEN, such as electricity, gas, and water, shall be the sole financial responsibility of the organization operating and maintaining the subject facility. With respect to the GARDEN under this AGREEMENT, where LACC does not pay directly to the utility service provider, CITY shall invoice LACC semi-annually in the manner stated in this section for actual utility use, based on readings from a water sub-meter or other sub-meters installed at the GARDEN. Payment for each six (6) month billing period (January-June and July-December) will be made by LACC in a lump sum payment within 21 calendar days of receipt of an invoice from RAP.
- c. **Trash and Solid Waste Disposal.** Pursuant to the 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 LACC, with services of a non-CITY provider billed directly to LACC when feasible; or recovered by RAP through LACC's payment of Cost Recovery Reimbursement Fees if not. The annual reimbursement for trash and solid waste disposal is \$732.00, or \$61.00 if paid monthly.
- d. The payments specified above must be made by check, money order, or cashier check, made payable to "City of Los Angeles, Department of Recreation and

Parks” and mailed or delivered to the RAP Partnership Division at the address listed in Section 25 of this AGREEMENT.

12. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the GARDEN without prior written authorization by RAP. LACC shall provide RAP detailed information and specifications for review and written approval by the RAP Planning Construction, and Maintenance Branch, 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 RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LACC.

Changes to garden plot layout and configuration, and changes to garden paths (excluding concrete or ADA compliant work) are not alterations, improvements, or replacements within the meaning of this section, and do not require RAP review and approval. However, LACC is required to notify RAP Maintenance staff of any such, non-structural change in the configuration or path(s) of travel. Any change in the number of garden plots shall require approval by CITY.

13. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the GARDEN, LACC shall adhere to the following guidelines and instructions for submitting a proposed project for RAP consideration:
- a. Submit a project proposal for RAP review and presentation for conceptual approval by the Board of Recreation and Park Commissioners (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, LACC will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit (if appropriate), or the CITY’s authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, LACC 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 conceptual approval of the proposed project.
  - d. If necessary depending on the scope of work and magnitude of the proposed project, and pursuant to the recommendation of the City Attorney, a development

agreement may be required to set forth the terms and conditions under which the proposed project may be implemented.

- e. When prepared, LACC shall submit 50% and 90% complete design drawings for RAP review and approval. Upon approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
  - f. If deemed necessary, PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
  - g. LACC 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. Contingent upon the scope and magnitude of the proposed project, a community review process may also be required. LACC and City shall discuss and coordinate the community process once deemed necessary.
  - i. LACC shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Construction and Maintenance Branch  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012
  - j. Upon receipt of final approval, commence construction in coordination with CITY staff.
14. **Insurance.** Before occupying the GARDEN under the authority of this AGREEMENT, and periodically as required during its TERM, LACC shall furnish CITY with evidence of insurance from firms reasonably acceptable to the City Administrative Officer's Risk Management Office, and approved to do such business in the State of California. LACC 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 coverage(s), as applicable. Pursuant to the terms and conditions of this AGREEMENT, it is the responsibility of LACC to ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the City of Los Angeles Risk Manager, and shall include the types and minimum limits set forth in Insurance Requirements (Form 146 – Rev. 03/09) attached hereto and incorporated herein by reference as Exhibit E.

- a. LACC 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 LACC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACC.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LACC outside of this AGREEMENT, LACC shall give CITY written notice within thirty (30) calendar days of LACC's knowledge of any incident, occurrence, claim, settlement or judgment against such insurance that in LACC's best judgment may diminish the protection such insurance affords CITY. LACC 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.
- e. 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, LACC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows below, or to such address as CITY may specify by written notice to LACC:

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

- f. LACC'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; LACC agrees to reimburse CITY for all money so paid.
  - g. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACC'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, LACC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including LACC's employees and agents, arising in any manner by

reason of or incident to the performance of work under this AGREEMENT on the part of LACC and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring at the GARDEN or PARK because of LACC's active negligence or willful misconduct. LACC agrees that any third party working or providing services within the GARDEN or PARK will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the LACC, excepting the active negligence or willful misconduct of LACC.

16. **Casualty and Condemnation.** LACC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the GARDEN or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LACC's use. CITY shall not be obligated to restore the GARDEN damaged by casualty in whole or in part. If any portion of the GARDEN or PARK is taken by condemnation, CITY shall not be obligated to provide LACC a replacement property for LACC's use.
17. **Hazardous Substances.** PARTIES agree that the GARDEN shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LACC shall use the GARDEN 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 GARDEN. 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 LACC 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 GARDEN or PARK.
18. **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 GARDEN, or construction of any improvements at the GARDEN or PARK, 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 GARDEN prior to such event occurring. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LACC, 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 LACC 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 LACC, 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.

LACC agrees that any public release or distribution of information related to this AGREEMENT or GARDEN 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”

19. **Signage.** No signs or banners of any kind shall be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at LACC’s expense, of any sign previously approved. On all signage at the GARDEN, LACC shall provide the following credit,

“In collaboration with the City of Los Angeles, Department of Recreation and Parks”

20. **Filming.** It is the policy of the City of Los Angeles 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 GARDEN shall be subject to approval by RAP and the Film Office. LACC shall take all reasonable steps to cooperate with and to facilitate all RAP- and Film Office-approved filming in or at the GARDEN. All fees for use of park property by film production companies, including the GARDEN, shall be established and collected by the Film Office in accordance with City and RAP policies. LACC is not entitled to any fees collected for filming in or at the GARDEN. The Park Film Office may be reached at (323) 644-6220.

21. **Taxes and Possessory Interest.** LACC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACC to use the GARDEN, or upon LACC’S improvements, fixtures, equipment, or other property thereon or upon LACC’S operations hereunder. In addition, by executing the 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. LACC, 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.

22. **Breach or Default by LACC.** The following occurrences constitute events of breach or default of this AGREEMENT: LACC 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, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the GARDEN as specified herein. LACC'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.
23. **Breach or Default by LACC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LACC, 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 LACC, and if LACC 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 LACC, terminate this AGREEMENT without further delay, whereupon LACC shall vacate the GARDEN within sixty (60) 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 LACC, perform or cause to be performed any of LACC's unperformed obligations under this AGREEMENT. CITY may enter the GARDEN 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.
24. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or LACC 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 (except for notices regarding insurance as provided in section 14, above). Either CITY or LACC 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 LACC:

Los Angeles Conservation Corps  
c/o Wendy Butts, Chief Executive Officer  
P.O. Box 15868  
Los Angeles, California 90015  
Tel: (310) 942-9676

25. **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.
26. **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 LACC or agency relationship. LACC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LACC 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 LACC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
27. **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.
28. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-F. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09 or latest version)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LACC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
29. **Approval of Sub-agreements.** Any concession, such as the sale of food and/or beverages or other items, shall be at the discretion of CITY and subject to prior written approval by CITY. In addition, any concession or sublease, transfer or assignment of rights agreement affecting the GARDEN shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LACC proposes to implement any sublease, transfer or assignment of rights agreement. No such agreement shall take effect unless approved by CITY. LACC

shall have the right to engage subcontractors to provide services to the GARDEN without prior approval by CITY. LACC shall require all subcontractors, individuals and entities providing programs or services within the GARDEN to agree in writing to abide by all conditions set forth in this AGREEMENT.

30. **Safety Practices.** LACC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the GARDEN. In the event of death or serious injury (requiring an emergency room hospital visit), LACC must notify the Partnership Division as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring at the GARDEN shall be provided to the Partnership Division within seventy-two (72) hours. LACC shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

31. **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 Map for Howard Finn Park and Community Garden
- Exhibit B: Performance Evaluation Form
- Exhibit C: Community Operated Open Space Policy
- Exhibit D: Howard Finn Park Community Garden Rules and Agreement
- Exhibit E: Insurance Requirements
- Exhibit F: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit F; 4) Exhibit E; 5) Exhibit C; 6) Exhibit D; and 7) Exhibit B.

***[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

**LACC:**

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

Exhibit A  
Site Maps for Howard Finn Park and Community Garden

Howard Finn Park 7747 Foothill Boulevard, Sunland, CA 91042



The area authorized for the operation and maintenance of Howard Finn Community Garden is outlined by the bold line on the map below.



**EXHIBIT- B**  
**Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
**PARTNERSHIP DIVISION**

**COMPLIANCE CHECK FOR PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>
<b>PROJECT/PROGRAM</b>
<b>DEPARTMENT FACILITY(</b>
<b>ORGANIZATION TYPE</b> <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other
<b>AGREEMENT TYPE</b> <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other
<b>PERIOD COVERED</b>

Payments made timely and accurately	
Provides required written reports including Annual Report	
Annual report data about the program is consistent with agreement terms including costs charged to participants	
Partner's annual budget is provided; sufficient funding is in place	
Partner is in good legal standing: check Sec of State website and (if applicable) 501(c)(3) status (attach printouts)	
Responsive in communications	
Performed and provided annual surveys of participants or about program	
Provided demographic information and analysis	
Marketing material provided; includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo	
Partner web site links to the Department web site	
No unapproved marketing or public relations	
Insurance as determined by City Risk Manager is current: check website (attach printouts)	
Compliance with the other terms of the agreement	
Compliance Resolutions completed satisfactorily (if any)	
Public Complaints resolved (if any)	

New February 2012



**COMPLIANCE CHECK  
PERFORMANCE REVIEW - PAGE 2**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

<b>OVERALL EVALUATION</b>	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>

**ATTACHMENTS**

Flyers and PR Materials    Insurance    Annual Report    Budget    Payment Summary

Legal/Insurance Status Printouts    Other \_\_\_\_\_

New February 2012

## EXHIBIT- C

### DEPARTMENT OF RECREATION AND PARKS COMMUNITY OPERATED OPEN SPACE POLICY

#### PURPOSE

The purpose of the Community Operated Open Space Policy is to allow individuals and organizations to partner with the Department of Recreation and Parks (RAP) to develop, operate, and maintain public park property in order to provide opportunities for unstructured recreation; nature, educational, and environmental programs; and, for growing food, flowers, and ornamental plants.

#### POLICY

1. Use: Community Operated Open Spaces may be developed with community gardens, landscaped open space, and ornamental gardens. Community Operated Open Spaces are not permitted to be used for organized sports, public event space, or parking (ancillary parking is permitted). No products grown or cultivated on a Community Operated Open Space site may be sold or used for for-profit commercial purposes.
  - a. Sites operated as community gardens should adopt rules that extend the gardening experience to as many people as possible.
2. Operation: All Community Operated Open Spaces shall be operated in partnership with RAP, and in accordance with the Department of Recreation and Parks, Board of Recreation and Park Commissioners' (Board) Policy on Partnerships. Individuals and organizations are required to enter into a Board approved Partnership Agreement in order to be eligible to operate a Community Operated Open Space.
3. Access: Community Operated Open Spaces shall be non-exclusive and shall be made open to the general public in the manner described in the approved Partnership Agreement. For safety and security reasons, it may be appropriate to limit public access to portions of a Community Operated Open Space site (e.g. individual garden plots). RAP staff shall have, at all times, the ability to access a Community Operated Open Space site and shall be kept informed of all site access arrangements.

DEPARTMENT OF RECREATION AND PARKS  
OPERATING GUIDELINES FOR SELF OPERATED COMMUNITY GARDENS

PURPOSE

The purpose the Department of Recreation and Parks' (RAP) Community Garden Program is to provide the surrounding urban community a place to garden, to promote and practice gardening techniques, provide education and guidance to program participants (Members) in the growing of plants, recycling of waste through composting, and maintenance of green space. Members are encouraged to participate in gardening activities that benefit the community, to grow plants for food, and flowers for beautification; to be used by Members and not for sale or other commercial purposes.

GUIDELINES

Use:

- These guidelines are designed for use at all community garden sites and facilities that are self-operated by RAP.
- Any member who violates any of these guidelines is subject to having their membership immediately terminated.

General Hours of Operation:

- Sunrise to Sunset
- 7 days a week
- Closed Holidays

Annual Rental Fee:

Fees are paid semiannually. Fees are due on July 1<sup>st</sup> and January 1<sup>st</sup> of each year. Fees are considered delinquent if not paid by July 31<sup>st</sup> and January 31<sup>st</sup> respectively. Fees for newly assigned plots at RAP operated facilities will be prorated based on the number of months remaining in each semiannual period. Checks should be made payable to the City of Los Angeles Department of Recreation and Parks. No cash payments are accepted and the fee is non-refundable.

Garden Plot Assignment:

A waiting list is maintained by staff. When available, plots are assigned one at a time on a first come first served basis. Priority will be given to those households not currently assigned a garden plot. Any plot assigned to a Member of the garden that is not cultivated within the first two (2) weeks shall be reassigned.

The maximum number of plots per household will be limited to three (3) plots in order to extend the gardening experience to as many people as possible. Households that are assigned more than three plots at the time these guidelines are adopted shall be permitted to retain those plots in excess of the three plot maximum.

**Garden Plot Inheritance & Subdivision:**

- No Member will reassign, subdivide, or sublet his or her plot to another person.
- No Member will lease a plot from another Member, inherit a plot from another Member, nor assume responsibility for an unassigned plot.
- Members wishing to exchange plots with another Member, or to be assigned a specific vacant plot, must notify staff in writing.
- All such changes or reassignments must be approved by staff.

**Garden Plot General Regulations:**

- No new trees of any kind shall be planted in any plot.
- Members will not put up any structures in their garden plot without written permission from staff.
- If Staff gives permission to put up a fence in a garden plot, it cannot be higher than 48 inches (4 feet) from the ground. The fencing should look natural to a garden setting. Members should check with staff before purchasing materials.
- Members will not store nor bring the following chemicals of any type into the garden center: lead or oil based paint, paint thinner, varnishes, lacquers and stains.
- Members will not bring pesticides, insecticides, herbicides, rodent poisons or any materials that is not organic into the garden. All organic fertilizers should be stored in sealed containers since they attract animals.
- There are to be no more than three window screens, and three plastic bottles, per garden plot. Plastic bottles must be stored on the ground.
- Members will not use fiber board, veneer board, bonded wood products, wood that has been painted, nor any lumber that has been pressure treated. These items may contain arsenic or other dangerous chemicals that will leach into the soil.
- Members will not use large water bottles, fish bowls nor aquariums in their plots.
- It is the responsibility of each Member to visit the garden's bulletin board for updates on all posted information.

**Garden Plot Maintenance and Boundaries:**

- Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.
- No planting, cultivating, digging, working, excavating, gardening, harvesting, growing, husbanding, or caring for plants, shrubs or trees shall be permitted in any area of the garden outside one's assigned plot without specific permission from staff. This applies to open areas, community areas, arbor areas, orchard areas, under or near any existing tree, along any fence, roadway or near any gate, near any meeting area or storage area.
- Adjoining pathway is defined as any walkway that surrounds the garden plot.
- Members must maintain their garden so that plants, weeds or other vegetation do not obstruct pathways or walkways.
- Members are responsible to weed/remove vegetation to the center of any walkway surrounding the perimeter of their garden plot.

- New Members must have their plots cleared and start cultivation within two (2) weeks of the plot assignment, weather permitting. Failure to maintain their plots and adjoining pathways to the satisfaction of staff or to start cultivation within two (2) weeks will result in forfeiture of the garden plot.
- Members shall not allow plants to hang over into pathways or neighboring plots, nor to grow roots or runners into pathways or neighboring plots. All new plantings or berries that send out underground roots shall be kept 18" from any bordering plot.
- Members shall not allow any plant, existing tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a Member does not respond within two (2) weeks to a notice to correct such a situation, staff shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, existing trees, shrubs, vines, or structures without requiring permission or further notification to the member.
- No Member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in his or her assigned plots, or in any other area of the Garden. If a Member does not respond within two (2) weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, staff shall be empowered to remove and dispose of all such items without requiring permission or further notification to the Member.
- Members are encouraged to maintain compost piles in their assigned plots. The piles must be made only of organic materials, and provided that such compost piles are regularly attended, are not unsightly, do not become foul, putrid, rotting, reeking, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers. If a Member does not respond within two (2) weeks to a notice to clean up or remove an unpermitted compost pile, staff shall be empowered to remove and dispose of all or any part without requiring permission or further notification to the Member.
- Individual plots shall not be allowed to expand beyond their assigned boundaries. Staff shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a two (2) week period.
- Members going on vacation or who plan to be away for more than two (2) months must notify staff and make arrangements to have their plots tended in their absence. Members planning to be away longer than two (2) months may have to relinquish their plots for reassignment and may be given priority in the assignment of a new plot upon their return.

Garden Plot Planting Guidelines:

- Only fruits, vegetables, flowers and herbs shall be grown or raised in plots. Members shall not plant or raise trees in their plots nor raise animals anywhere on the garden property.
- Trees are prohibited, and landscape foundation plants are not suitable in the community garden.
- Commercial growing is not permitted.
- Plants may not exceed six (6) feet in height so that plants do not encroach upon nor shade adjacent garden plots or pathways, and must not be in a container larger than 15 gallons.

**Garden Plot Watering Guidelines:**

- Alterations to any water faucets for irrigation purposes are strictly prohibited. When watering, Members must always have a shut off valve attached to the hose. There are no exceptions.

**Member Conduct:**

- Good conduct and civil procedure shall prevail at all times.
- Physical violence in any form is prohibited on the premises of the garden. Any Member who uses physical violence for any reason will have their membership terminated immediately.
- Members who disturb the peace, engage in vandalism, malicious mischief, or who do malicious injury to any plants or crops will have their membership terminated immediately.
- Smoking anywhere in the garden is prohibited.
- No Member or guest shall pick or remove any plant, vine, existing tree, bush, flower, fruit, vegetables, tool, equipment, lumber, hose, earth or material of any kind from another Member's plot without permission. Nor shall any Member or guest pick or remove any of the same from any community area open area, orchard area, avocado grove or any other area not specifically assigned to him or her. Any Member violating this rule will have his or her membership immediately terminated.

**Member Guests & Children:**

- Members are responsible for the conduct of any guests or children brought into the garden.
- Each Member is responsible for the conduct and safety of all guests or helpers they invite into the garden. In addition, each Member shall be liable for any and all damage they caused to another's plot, whether accidental or not, and for any and all damage caused to another's plot by any guests, helpers or children invited into the garden.
- The following rules regarding children shall be strictly enforced: No running in the garden. No climbing trees, posts, structures, gates or fences. No riding in wheelbarrows, no riding bicycles, tricycles, skateboards, skates, rollerblades or any other vehicles, carts or buggies. No picking or handling of flowers, vegetables, plants or produce of any kind except in their parent's plot. Children may not handle, use, work or play with any tools, hoses or equipment in any area at any time except under direct parental supervision.
- Indemnification: Each Member shall indemnify and hold harmless the City for any injury claimed or actual occurring to any child or guest, whether or not they are in the garden by invitation.
- Assumption of Risk: Each Member shall advise the parents of each child or guest that they will be in a garden and that they are invited at their own risk.

**Member Animals:**

- Members are responsible for the conduct of any animal brought into the garden.
- All animals must be kept on a leash at all times.

**Notifications and Communications:** It is the Member's responsibility to provide staff with their current address and telephone number. Staff must be notified when a Member desires to relinquish their garden plot.

- All notices sent by the City of Los Angeles are considered to have been served when either delivered personally, or three (3) days after being deposited with postage paid in the U.S. Mail. Failure of the member to correct a violation within two (2) weeks of the mailing date of the Notice of Non-Compliance will result in forfeiture of the plot. The Member may contact staff to advise the City of any extraordinary circumstances leading to the violation and /or prevention of correction of the violation. The Member may also contact staff to ascertain the decision of RAP. Upon forfeiture, staff will reassign the garden plot to the person at the top of the waiting list, and all crops, produce, and/or other property within the plot shall be dispersed at the discretion of staff.

Note: The RAP Community Operated Open Space Policy may also be found at:

<http://www.laparks.org/commissionerhtm/pdf2011/may04/11-121.pdf>

**EXHIBIT- D**  
**Howard Finn Park Community Garden Rules and Agreement**



**EXHIBIT D**

**Howard Finn Park Community Garden  
Rules and Agreement**

1. My use of the assigned plot is at the sole discretion of LA CORPS, and I agree to abide by all of its policies and practices as the same may be changed from time to time. If I do not abide by the policies and rules of the garden, I understand that I may lose my plot.
2. I or a member of my immediate family will attend three (3) of the five (5) clean ups during the period from August through December. Failure to do so will result in losing my parcel.
3. I or a member of my immediate family will attend three (3) of the five (5) community meetings during the period from July through December. Failure to do so will result in losing my parcel.
4. I will not smoke, drink alcoholic beverages or use the garden facilities for illegal purposes such as growing marijuana, etc.
5. I will not bring pets to the garden or abandon animals at the garden.
6. Children under 15 years old who come to the garden will be supervised by an adult.
7. A maximum of three (3) people are allowed at the plot at the same time. If I bring children under 15 years old with me, it is my responsibility to supervise them.
8. The gate security combination code for the garden is strictly for my personal use, and I agree not to share it with others.
9. Garden dues are \$35.00 per year. However, since garden beds were made available in August, the prorated fee is \$15.00 per five months, payable the Garden Rules and contract are signed. Garden dues are not refundable.
10. All tools are to be cleaned after use and kept in the locked tool shed. No tools may be taken home.
11. I will harvest only my own crops and take no crops from another gardener's plot.
12. The garden is an organic garden, and use fertilizers, insecticides or weed repellents is strictly prohibited.
13. If for any reason I have to leave the assigned plot, I will contact the LA Conservation Corps Deputy Director, Bo Savage, at P.O. Box 15868, Los Angeles, CA 90015.
14. I will maintain and cultivate the assigned plot all year. If the assigned plot is not maintained, I will be given a two-week notice to clean it up. Failure to do so will result in my plot being reassigned to someone else.
15. I will take maintain the pathways around my assigned plot.
16. I understand that I do not have the right to transfer or assign my contract/parcel to another gardener. This contract is non-transferable.
17. No commercial sale/vending is allowed at the garden.
18. I understand that the garden is a community garden and is not "owned" by anyone. I understand that the use of the assigned plot may be revoked at any time by LA CORPS and that I retain no property interest or ownership rights in the assigned plot or the community garden.

7747 Foothill Blvd., Tujunga, CA 91042  
Phone: (213) 312-7486  
[www.lacorps.org](http://www.lacorps.org)

## EXHIBIT- E Insurance Requirements

Form Gen 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Los Angeles Conservation Corps Date: 06/29/2016

Agreement/Reference: Operation and Maintenance of Howard Finn Park 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"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%; text-align: right;">WC</td> <td style="width: 15%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td style="text-align: right;"> <input type="checkbox"/> Waiver of Subrogation in favor of City                             <span style="margin-left: 100px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span>  <span style="margin-left: 100px;"><input type="checkbox"/> Jones Act</span> </td> <td style="text-align: right;">EL</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>		WC	<u>Statutory</u>	<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 100px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 100px;"><input type="checkbox"/> Jones Act</span>	EL	\$1,000,000
	WC	<u>Statutory</u>					
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 100px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 100px;"><input type="checkbox"/> Jones Act</span>	EL	\$1,000,000					
<input checked="" type="checkbox"/> <b>General Liability</b>	\$1,000,000						
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 100px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>							
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work) <span style="float: right;">\$1,000,000</span>							
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>							
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company) <input type="checkbox"/> All Risk Coverage <span style="margin-left: 100px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 100px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake <span style="margin-left: 100px;"><input type="checkbox"/></span>							
<input type="checkbox"/> <b>Pollution Liability</b>							
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b> <span style="float: right;">100% of the contract price</span>							
<input type="checkbox"/> <b>Crime Insurance</b>							

Other: 1) If a contractor has no employees and decided not to cover herself/himself for workers' compensation please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.lacity.org/risk/Insuranceforms.htm>  
2) In the absence of imposed auto liability requirements, all contractor using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT - F  
Standard Provisions for City Contracts

Attachment 2

LACC Board of Directors

Mercedes Morton – President and Chair of the Board

Samantha Martinez – Vice Chair

Albert Chavez – Treasurer

Teresa Cisneros Burton – Secretary

Jimmie I. Cho

Gary Dunn

Anne Freiermuth, CPA

Risa Green

Helenann Hirsch

Ann Hollister

Bryan LeRoy

Mary Leslie

Phil Recht

John Rego

Steve Shestag

Dana S. Treister

John Van De Kamp

Julie Waxman

Dawn Wilson

**BOARD REPORT**

NO. 16-228

DATE: November 16, 2016

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WATTLES FARM AND COMMUNITY GARDEN – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3402 WITH WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.

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. 3402, herein included as Attachment 1, between the City of Los Angeles and Wattles Farm and Neighborhood Gardeners, Inc., to extend the term of Agreement No. 3402 an additional seven years, from three years to a total of ten years, and implement an exception to the annual garden fee requirement under the Department of Recreation and Parks Community Operated Open Space Policy, 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;
3. Authorize the Board President and Secretary to execute the Amendment subsequent to all necessary approvals; and
4. Authorize the General Manager or Designee to make any necessary technical changes consistent with the Board's intent in approving the proposed Supplemental Agreement.

**SUMMARY**

On May 2, 2012, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3402 (Agreement), attached to this Report as Attachment 2, between the City of Los Angeles (City) and Wattles Farm and Neighborhood Gardeners, Inc. (Organization), authorizing the Organization's operation and maintenance of the Wattles Farm and Community Garden (Garden), located on dedicated parkland at 1824 North Curson Avenue, Los Angeles, CA 90046 (Report No. 12-123). The Agreement, which was executed on June 27, 2013, carried a three year term which expired on June 26, 2016.

## BOARD REPORT

PG. 2 NO. 16-228

The Organization has successfully operated the Garden since 1975. Most recently, the Organization has continued to serve the surrounding community for the past three years under the existing Agreement at their sole cost and expense, and has received positive yearly evaluations from staff through the RAP Partnership Policy annual evaluation process.

Wattles Farm and Community Garden currently has three hundred fourteen (314) members, twelve (12) of which sit on the Board of Directors. A list of the Organization's Board of Directors is included for reference as Attachment 3. The Organization offers community gardening programs that include garden tours to the public, local schools and other organizations by appointment. The subject Garden currently has one hundred seventy-two (172) garden plots. The Organization pays the Los Angeles Department of Water and Power directly for their water use (Meter No. 90129833).

The Organization has communicated that it wishes to continue its collaboration with RAP for their continued operation and maintenance of the Garden, and as such requested that the term of the original Agreement be extended. The Organization also requested a minor change to the performance reporting period required under the Agreement's annual review process. On May 18, 2016, the Board approved an exemption to the Community Garden Annual Use Fee for organizations operating community gardens on property under the jurisdiction of RAP (Report No. 16-118). The proposed Supplemental Agreement addresses the Organization's requested changes and the Board's approval of the annual garden fee exemption.

Based on the past success of Garden operations reflected by positive annual evaluations, RAP Staff recommends that the proposed Supplemental Agreement be approved, extending the term of Agreement No. 3402 for an additional seven years, modifying the period during which the Organization is required to submit their Performance Report, and implementing the Board's exemption to the Annual Garden Use Fee, which will allow the Organization to continue operating and maintaining the Garden for the benefit of the local community and RAP.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3402 and implementing the additional proposed changes, 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 Wattles Farm and Community Garden.

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

### LIST OF ATTACHMENTS

- 1) Proposed Supplemental Agreement
- 2) Agreement No. 3402
- 3) List of Organization's Board of Directors

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NO. 3402  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.**

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3402 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 Wattles Farm and Neighborhood Gardeners, Inc., 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 (“BOARD”) approved Agreement No. 3402 between the CITY and ORGANIZATION for ORGANIZATION’s operation and maintenance of a community garden located at 1824 North Curson Avenue, Los Angeles, CA 90046 (Report No. 12-123); and

**WHEREAS**, Agreement No. 3402 was executed on June 27, 2013, for a three (3) year term which expired on June 26, 2016; and

**WHEREAS**, ORGANIZATION has operated the Wattles Farm and Community Garden since 1975, and most recently over the past three (3) years under Agreement No. 3402 and has received positive staff evaluations through the Annual Review process; and

**WHEREAS**, ORGANIZATION has provided a community garden located in the heart of Hollywood for the benefit of the local community at no cost to CITY, which serves local individuals who enjoy gardening and participating in a community of like-minded spirits; and

**WHEREAS**, ORGANIZATION has notified CITY that it wishes to continue its collaboration with CITY for an additional seven (7) year term commencing upon the initial expiration date of Agreement No. 3402, under substantially the same terms and conditions except for the provisions amended below by this SUPPLEMENTAL AGREEMENT; and

**WHEREAS**, pursuant to ORGANIZATION’s request and CITY’s concurrence, PARTIES have agreed to change the period during which ORGANIZATION is required to submit an annual Performance Report under the Annual Review process, from June 5<sup>th</sup> through July 5<sup>th</sup>, to August 1<sup>st</sup> through September 1<sup>st</sup>, in order to coincide better with ORGANIZATION’s operations and financial record keeping system; and

**WHEREAS**, on May 18, 2016, the Board of Recreation and Park Commissioners (“BOARD”) approved an exemption to the Annual Community Garden Use Fee (Report No. 16-118) under the Department of Recreation and Parks (“DEPARTMENT”) Open Space Community Garden Policy, approved previously by the prior BOARD on May 4, 2011 (Report No. 11-121); 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 Wattles Farm and Community Garden at ORGANIZATION’s sole cost and expense.

**NOW THEREFORE**, the PARTIES agree to enter into this SUPPLEMENTAL AGREEMENT to Agreement No. 3402 as follows:

Agreement No. 3402 for the operation and maintenance of a community garden is hereby incorporated by reference into this SUPPLEMENTAL AGREEMENT as 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, beginning on June 27, 2013 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 3 – Annual Performance Review

The first paragraph in Section 3 is hereby amended in its entirety and shall now read:

Every year during the TERM of this AGREEMENT, for purposes of completing the yearly Performance Review process, ORGANIZATION shall submit to CITY during the period between **August 1<sup>st</sup> through September 1<sup>st</sup> of each year**, an annual performance or programmatic report (“Performance Report”) using the criteria attached hereto as Exhibit-D, which shall be incorporated herein by reference. CITY shall conduct such Performance Reviews annually and based on CITY’s findings, shall determine if CITY wishes to continue its collaborative relationship with ORGANIZATION through this AGREEMENT. CITY shall not unreasonably withhold its determination. The Annual Performance Reviews may also include, but not be limited to, other matters requiring 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.

### Section 9 – Consideration

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

The consideration for this AGREEMENT in exchange for ORGANIZATION’s use of the PROPERTY, shall be ORGANIZATION’s provision of garden-associated recreational activities, programming and services, and maintenance and/or repair of the PROPERTY, at no cost to the CITY, pursuant to the terms and conditions for 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 the PROPERTY shall be subject to certain cost recovery fees describe below. Such fees are subject to change with prior notice to ORGANIZATION.

a. 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, shall be the sole financial responsibility of the

organization operating and maintaining the subject facility. Such utility expenses shall be paid directly by ORGANIZATION to applicable utility service provider(s). CITY shall bear no costs in regard to utility services.

b. Trash and Solid Waste Disposal. Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, 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 ORGANIZATION, with such services to be provided by a non-CITY service-provider and billed directly to ORGANIZATION for services rendered. CITY shall bear no costs in regards to the disposal and/or removal of solid waste.

#### Section 27 – Ratification

Section 27 is hereby inserted as follows:

At the request of CITY, and because of the need therefor, 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 conditions of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

With the exception of Section 2 (Term), Section 3 (Annual Performance Review), Section 9 (Consideration), and Section 27 (Ratification), as stated above, the remainder of the terms and conditions of Agreement No. 3402 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3402 conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.

(SIGNATURE PAGE FOLLOWS)

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

WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC. , 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  
WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.  
FOR  
THE OPERATION AND MAINTENANCE OF THE  
WATTLES FARM COMMUNITY GARDEN**

This AGREEMENT ("AGREEMENT") is entered into this 27<sup>th</sup> day of June, 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 Wattles Farm and Neighborhood Gardeners, Inc., a California 501C(3) non-profit corporation within the City of Los Angeles ("ORGANIZATION") for the operation and maintenance of the Wattles Farm Community Garden located at 1824 North Curson Avenue, Los Angeles, CA 90046 ("PROPERTY") with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein collectively 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

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).

- a. PARTIES, throughout the TERM of this AGREEMENT, mutually agree to a series of yearly Performance Reviews. CITY's approval to continue said collaborative relationship shall be based solely on its findings obtained through the Performance Review process, which may include interviews with DEPARTMENT's operations and maintenance staff at the PROPERTY, if any.
  - b. This AGREEMENT shall take effect on the date set forth above. The AGREEMENT shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of ORGANIZATION's performance 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.
  - c. 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 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 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 fails to comply with the agreed upon Performance Requirements, 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.** Every year during the TERM of this AGREEMENT, for purposes of completing the yearly Performance Review process, ORGANIZATION shall submit to CITY during the period between June 5<sup>th</sup> through July 5<sup>th</sup> of each year, an annual performance or programmatic report ("Performance Report") using the criteria attached hereto as Exhibit-D, which shall be incorporated herein by reference. CITY shall conduct such Performance Reviews annually and based on CITY's findings, shall determine if CITY wishes to continue its collaborative relationship with ORGANIZATION through this AGREEMENT. CITY shall not unreasonably withhold its determination. The Annual Performance Reviews may also include, but not be limited to, other matters requiring 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. Prior notice will be given to ORGANIZATION when feasible. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the 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 related to the operation and maintenance of a community garden 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 for non-commercial purposes, 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.

- d. No products grown or cultivated on the site may be sold or used for for-profit commercial purposes.
  - e. PROPERTY shall not be permitted to be used for organized sports, public event space, or paid parking.
  - f. ORGANIZATION may seek to expand and/or change the scope of Permitted Uses with CITY's prior written consent through an amendment to this AGREEMENT, subject to approval by the Board of Recreation and Park Commissioners ("BOARD")
  - 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. The documentation of this written consent must be provided to the DEPARTMENT prior to photographs being taken.
7. **Parking.** During the TERM of this AGREEMENT and during Permitted Times specified above in Section 5 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, may not use parking at the property or any adjacent CITY property. Only street parking is allowed, subject to the Department of Transportation regulations. Ancillary parking is permitted.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. Pursuant to the mutual AGREEMENT of PARTIES, ORGANIZATION shall operate and maintain the PROPERTY efficiently and economically at its sole cost and expense, shall perform the functions of daily maintenance and/or repair of the PROPERTY, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
  - b. ORGANIZATION, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of PROPERTY improvements, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. ORGANIZATION shall punctually pay or cause to be paid, all of the obligations incurred in connection with the maintenance and repair 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.

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 172 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. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s). CITY shall bear no costs in regard to utility services.
  - 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 waste.
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, 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.

Changes to garden plot layout and configuration, and changes to garden paths are not alternations, improvements, and replacements within the meaning of this section

and do not require CITY review and approval. However, a change in the number of garden plots shall require approval by CITY.

11. **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 of Recreation and Park Commissioners (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 authority 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 DEPARTMENT, 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 CITY 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.

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 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 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, 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 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.
13. **Indemnification.** Except for the active negligence or willful misconduct of CITY, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of ORGANIZATION and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or providing services within the PROPERTY will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

14. **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 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.

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"

17. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the DEPARTMENT. The DEPARTMENT may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On all signage at PROPERTY, ORGANIZATION shall provide the following credit,

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

18. **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, failure to pay assessed fees or utility charges, 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.

19. **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 sixty (60) 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.

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:

Wattles Farm and Neighborhood Gardeners, Inc.  
c/o Toby Leaman  
1943 Monon Street, Los Angeles, CA 90027  
Tel: (323) 663-7441; Cell: (323) 459-5451

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 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. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto

as Exhibit-F. 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. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

25. **Approval of Sub-agreements.** Any operations concession, such as 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-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
26. **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 peacefully surrender the PROPERTY to CITY within ninety (90) calendar days of receiving written notice of termination.

*[Signature Page to Follow]*

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

Wattles Farm and Neighborhood Gardeners, a California 501(c) 3 Non-profit corporation

By: [Signature]  
President

By: [Signature]

By: [Signature]  
Secretary

Title: President

Date: June 27, 2013

By: [Signature]

Title: Secretary Vice President

Date: 13 June 2013

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

By: [Signature]  
Deputy City Attorney



ATTESTED:  
JUNE LAGMAY, City Clerk

By: [Signature]

Title: DEPUTY CLERK

Date: 06-28-2013

City Contract No.: C-122455

**Exhibit A**  
**Site Map**

**Wattles Farm**  
**1824 North Curson Ave., Los Angeles, CA 90046**

The PERMIT AREA authorized for the operation and maintenance of the Wattles Farms Community Garden by PERMITTEE, is illustrated below within the red lines and yellow highlighted area.



**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. 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 charge annual member dues 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.

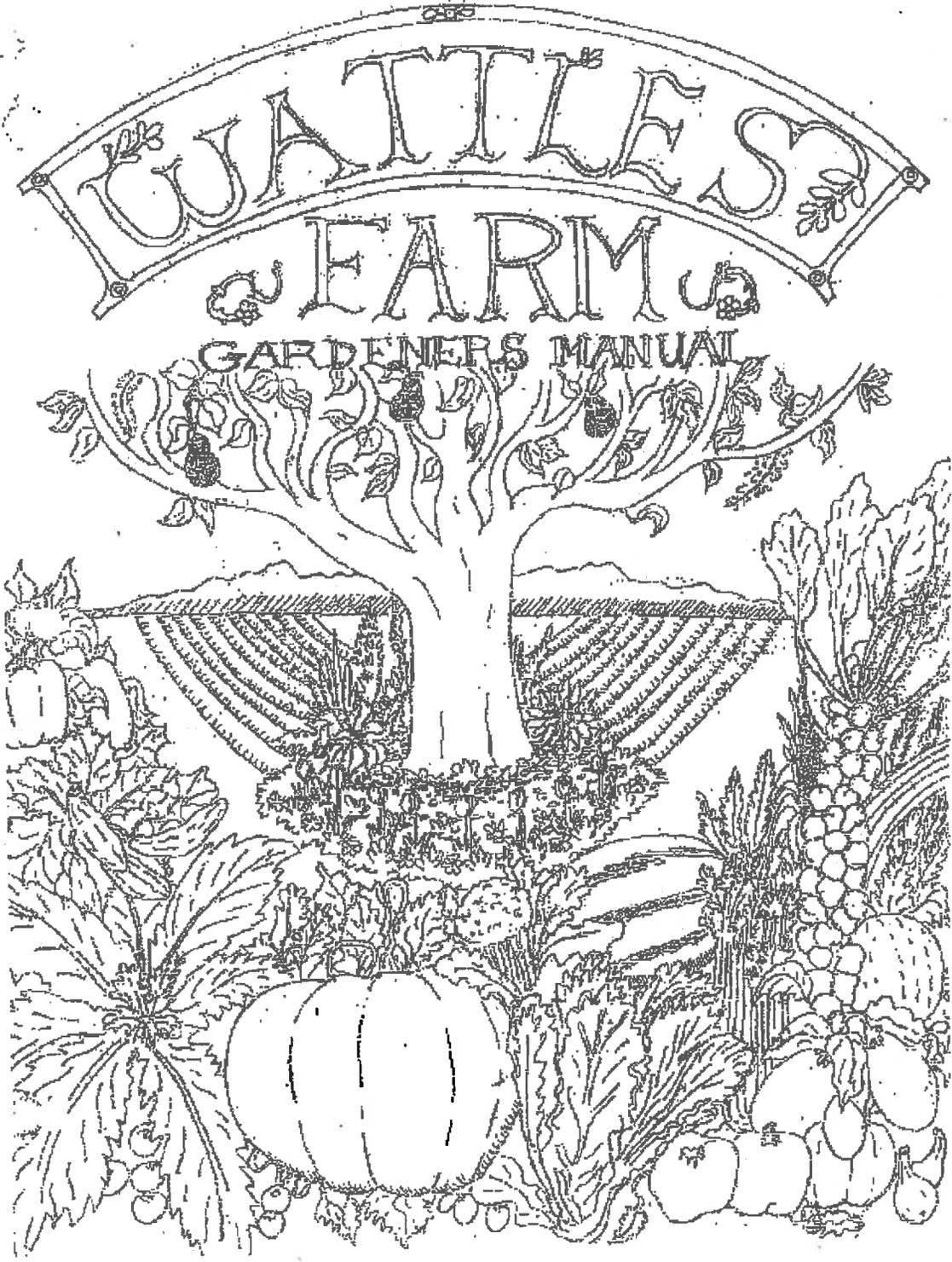
1. ORGANIZATION policies and guidelines are attached as part of Exhibit B.
2. Plot assignments are assigned to prospective new members on the current waiting list. 1 Plot per residence address/family.

**Description of Maintenance Responsibilities:**

**To Be Performed By ORGANIZATION, as Described Below:**

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.
4. Trimming of trees and bushes within the property.
5. Irrigation of plants on land outside assigned individual garden plots.
6. Cleaning and repair of pavements, if any.
7. Maintenance and repair of fixtures within the property.
8. Maintenance and repair of irrigation systems, if any, within the property.

CITY shall perform no maintenance including trash removal.



WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.

GARDENERS' MANUAL

Written and compiled by members of the  
Board of Directors of Wattles Farm  
Located at the corner of Franklin and Sierra Bonita  
5th Edition, January 1994

Wattles Farm Gardeners' Manual

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APPENDIX:

Dear New Wattles Farm Member(s),

**WELCOME TO WATTLES FARM!** You are now a part of a thriving community garden.

Gardening in surroundings as beautiful as our community garden is a privilege and we are happy to share that privilege with you. There is something very special about these 4.2 acres, and everyone, even visitors can feel it.

It is hard to imagine, but the thriving and vital community garden that you see today was once an abandoned field of weeds. It was a cooperative effort on the part of the original 14 members that transformed it. Now more than ever, COOPERATION is even more important to the continuing success of our community garden.

We cooperate with nature. **WE ARE AN ORGANIC GARDEN.** We do not use any chemicals or fertilizers to grow healthy and abundant crops.

We cooperate with each other. **WE ARE A COMMUNITY GARDEN.** There are no paid members here. Members of The Board of Directors and The Gardenmasters Committee volunteer their services because they care about the garden. However, it takes ALL of the members to pitch in and help maintain the garden. Your COMMITMENT to help is essential to ensure that Wattles prospers.

Please read this manual carefully. The rules and regulations are so important. If you have any questions, your Gardenmaster will be more than happy to help you.

When the world wearies and society ceases to satisfy, there is always the garden.

Sincerely,



Wattles Farm Community Garden

BRIEF HISTORY OF WATTLES

In March of 1972, Mark E. Casady of Mayor Tom Bradley's office initiated the Los Angeles Neighborhood Gardens and Farms program under the Inter-Comprehensive Education and Training Act (ICETA) which provided federal funding for worthwhile civic projects.

Wattles Farm and Neighborhood Gardens, formed in 1973, was one of the first of two dozen community gardens located throughout Los Angeles City.

The early years were rough going. We had to clear a large area, 4.2 acres, of heavy brush and weeds, till the soil and install a planned plot area and comprehensive watering system. Also, we had to resurrect one hundred forty-one avocado trees which had become unkempt and stunted from lack of watering and pruning.

Although we had only thirty members to do all the preliminary work, enthusiasm was overflowing with persons eager to grow things and the first thirty gardens were completed the first summer. We did not suspect how popular the garden would become growing to 163 members in 10 years.

has expanded, organized, settled in, survived budget cuts, water shortages, rainstorms and internal disagreements. Today our garden is more experienced and stronger than ever.

Wattles Farm is an independent and self-governing community organization and has excellent relations with our neighbors on North Sierra Bonita Avenue and on North Curson Avenue. Our leaseholder, the Department of Recreation and Parks, has consistently praised and admired our efforts here and helps us from time to time fixing the fence or bringing us tree fertilizer.

In January, 1978, we incorporated as Wattles Farm and Neighborhood Gardens, Inc., a nonprofit, tax exempt, education, 501(c)(3), California corporation.

Original charter member still in the garden are:

	Plot f
Sam Trueblood	67, 68

Revised: January, 1981

Wattles Farm Community Garden?

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.

DEFINITIONS

Throughout this manual the following terms shall apply:

The term "Wattles" shall mean the corporation known as Wattles Farm & Neighborhood Gardeners, Inc., a non-profit educational corporation, incorporated under the laws of the State of California.

The term "Board" shall mean the Board of Directors of Wattles Farm & Neighborhood Gardeners, Inc.,

The term "Garden" shall mean the physical premises of Wattles Farm Inc., specifically, the 4.2 acres bounded by Sierra Bonita Ave., Hollywood Blvd., Curson Ave., and the Estate driveway.

The term "plot" shall mean a specific numbered 15' x 15' plot located on the master map of the Garden.

The term "Gardener" shall mean a member of the Gardeners Committee of Wattles Farm, Inc.,

The term "member" shall mean a current paid-up member of Wattles Farm & Neighborhood Gardeners, Inc. whose name appears on the current master roster and on a signed and completed application form on file with the Secretary.

The term "guest" shall mean any person, including temporary helpers, laborers and children, who are not members of Wattles and whom are brought or invited into the Garden by any member.

When used, the term "organic" shall mean that no chemical pesticides or man made pollutants may be introduced or used at for any purposes. See Appendix 3 for the California Organic Act for a complete definition of this term.

The term "mini-plot" shall mean a parcel of land, significantly smaller than the average 15' X 15' plot. Mini-plots are issued by the Gardener in charge of mini-plots.

Revised: January, 1987

Article 10. Interpretation

The term "community plot/garden" shall mean those areas which the Board has designated and set aside for enjoyment by the entire community. Maintenance of these areas are done by committees as established by the Board.

The Garden's street address is 3541 Hollywood Boulevard. The main entrance and mailing address of the Garden is 1739 North Sierra Bonita Avenue, Los Angeles, CA 90048. The mailing address of the garden shall be the address of the current president of the Board of Directors.

Revised January, 1976

11

1. List of provisions of garden

WATTLES FARM ORGANIZATION

BOARD OF DIRECTORS

Wattles Farm is governed by a 14 member Board of Directors who are elected by the general membership. Board members serve for 2 year terms. Board officers are: President, First and Second Vice Presidents, Secretary and Treasurer. Officers are elected annually by the board members at the first meeting following the annual elections.

Election of half the number of Directors is held annually during the second weekend in June. Members wishing to run are encouraged to and should contact either their gardenmaster or a current Board member to run. Any member may nominate himself/herself as well as any other paid-up member of the Garden. Board members do not receive compensation of any kind.

Except for personal, grievance, or disciplinary matters, Board meetings are open to the general membership. Announcement of time and place for the Board meetings is posted on the bulletin Board. Minutes of Board meetings are to be posted for the general membership within 14 days of the Board meeting and are to be read at subsequent meetings for correction and approval. Changes in Garden rules and policies, and adoption of new programs are sent to the Gardenmasters Committee for communication to members as well as posted for the benefit of the general membership.

The Board is responsible for all Garden business. This includes handling administrative and financial matters, overseeing expenditures, determining dues and membership requirements, establishing rules and policies, and hearing cases involving the discipline and termination of members.

To carry out the day to day operation of the Garden, the Board has established various standing committees. Examples of some of these are:

- Gardenmasters Committee
- Communications Committee
- Rules Committee
- Compost Committee

Section 1.1.1.1

Wattles Farm Community Garden

**GARDENMASTERS COMMITTEE**

The Gardenmasters Committee was established by the board to conduct the day-to-day operations of . This committee is headed by a Chair, or Head Gardenmaster. Individual gardenmasters are selected by the Head Gardenmaster from those among the membership who wish to serve. Gardenmasters do not receive compensation of any kind.

In addition to conducting the day-to-day operations of , Gardenmasters provide gardening information and assistance. The committee is responsible for seeing that the Rules and Regulations of the Garden are obeyed and that the policies established by the board are carried out. The responsibilities of the Gardenmasters Committee include, but are not limited to, the following areas:

- A. Orientation of new members.
- B. Maintenance and upkeep of Garden.
- C. Community clean up and work projects.
- D. Enforcement of Rules and Regulations.
- E. Warning Notices and Termination Notices.
- F. Establish and oversee the various ad-hoc committees as designated from time to time.
- G. Maintaining an open communication with the gardeners in their designated area.
- H. Operate a sub-committee to care for the maintenance of all the trees in the garden.

Each member of the Committee holds the position of Gardenmaster and is responsible for overseeing a specific block of individual plots, their bordering areas and pathways. Gardenmaster responsibilities involve seeing that every member in his or her section maintains their garden in accordance with standards set by the Committee, seeing that every member in their section obeys the Rules and Regulations of the garden and seeing that every member in their section contributes the required number of hours of community work on a regular basis. The entire Gardenmaster's Committee is responsible for all community areas and special projects.

- A. **Orientation.** The Gardenmaster Committee has the responsibility to determine an appropriate procedure for introducing new members to . That procedure shall include at least one orientation meeting with each new member conducted in person by a Gardenmaster. Orientation meetings may be conducted in groups. At such meetings new members shall be informed of all the Rules and Regulations of the Garden, and of the policies and procedures regarding maintenance, upkeep, community work, and termination of membership.

Wattles Farm Community Garden

B. **Maintenance and Upkeep.** The Gardenermaster's Committee is responsible for enforcement of the Rules and Regulations set forth herein. Furthermore, the Gardenermaster's Committee shall determine the standards for maintaining individual plots in conditions of order, attractiveness and utilization in accordance with the policies as set forth by the Board. Gardenermasters have the authority to enter and inspect every plot in their section and to instruct members to make necessary changes.

C. **Community Work.** Unless explicitly announced as cancelled, the second Saturday and Sunday (8:00 a.m. - 1:30 p.m.) of every month are designated as community clean-up days. No community work shall be scheduled on any weekend containing any of the following holidays: New Years Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Rosh Hashonah, Yom Kippur, Thanksgiving or Christmas. All Garden members are required to come to the Garden either Saturday or Sunday and contribute at least one and one half hour's work on such clean up projects as the Gardenermaster's Committee assigns. Gardenermasters keep records of participation and are empowered to terminate individual memberships for non-compliance, or for two successive unexcused absences. Excused or unexcused absences must be made up under the guidance of a Gardenermaster within 30 days or may be accrued to the next monthly Community work weekend (3 hours). If a member is unable to complete his/her community work on the designated weekend, he/she is responsible for communicating with his/her Gardenermaster and making the appropriate arrangements to make up and complete the community work. If community work is missed and no communication is received by the Gardenermaster or if the community work remains unfinished by the third consecutive clean up weekend then automatic termination will occur.

D. **Enforcement of Rules and Regulations.** Gardenermasters have complete authority to require members to conform to the Rules and Regulations. Failure to comply with the Rules and Regulations shall result in termination of membership.

E. **Warning Notices and Termination Notices.** Normally, a Gardenermaster will be in contact with the members in his or her section either in person or by telephone. In the event such contact is impossible or has no effect, an official notice may be sent by mail.

MEMBERS MUST COMMUNICATE WITH THEIR GARDENMASTER!

Revised: May, 2005

Notice (see to member's house)

Official notices are of two kinds:

**2-WEEK WARNING NOTICE:**

A Gardenermaster may, on his or her own authority, send an official 2-Week Warning Notice to any member in his or her section instructing that member to make changes, improvements, repairs, corrections, or clean up, cultivate, weed, remove debris or perform any other action deemed necessary to bring that plot up to the standards set by the Gardenermasters Committee. Failure to acknowledge and respond to an official 2-Week Warning Notice by the end of the 2 Week period, commencing on the date the notice is mailed, will result in the termination of membership. Gardenermasters are permitted to send such notices by regular first class mail to the member's address that is currently on file with the Treasurer. (See also Rules and Regulations Section 15.0 and 17.0)

**TERMINATION NOTICE:**

A Gardenermaster may, on his or her own authority, send an official Termination Notice to a member in his or her section for any of the following reasons:

- 1) Failure on the part of the member to respond to an official 2-Week Warning Notice.
- 2) Failure to appear at two or more consecutive community clean up days, or failure to participate in community work on community clean up days.

In addition, a Gardenermaster may send an official Termination Notice to a member in his or her section under the following conditions:

- 3) Gardenermaster possesses first-hand knowledge of willful, repeated, or negligent disregard of any of the Rules and Regulations of . (See Rules and Regulations Section 16.2)
- 4) For any violation set forth in the Rules and Regulations that set forth the criteria for conduct, behavior and responsibilities as members of .

An official Termination Notice may be sent by regular

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first-class mail to the member's address that is currently on file with the Treasurer. A member has 14 days from the date of the postmark mailing within which to remove all personal property from his or her plot, and within which to file a written appeal of the termination in order to contest the termination. After expiration of the 14 days from the date of mailing of the Termination Notice, the plot will become available for reassignment to a new member, unless the member has initiated the appeal process. (See Below) Throughout the appeal process the plot shall remain open and/or unassigned until the outcome of any appeal process is determined. Upon receipt of an appeal the President of the Board shall appoint a committee to investigate the termination and make a report and recommendation at the next regular meeting of the Board.

**APPEALS:**

A Notice of termination should be appealed immediately. Initially, the member, gardenmaster and the head gardenmaster must be notified by telephone. Such notification must occur within 14 days of the postmark date of the Notice of Termination. Subsequently, the gardenmaster, head-gardenmaster and president must receive written notification of the appeal which must be postmarked within 24 (twenty four) hours of the telephonic notification. Failure to adhere to this procedure will result in the member waiving his/her rights to his/her plot.

The member's appeal will then be heard at the next gardenmaster's meeting. After the member presents his/her case, the member will be excused while the Gardenmasters Committee discusses the appeal. The member will then be immediately notified of their decision.

Should the member decide to appeal the Gardenmasters' Committee's decision, the member must immediately appeal the decision to the Head-Gardenmaster. A Board meeting will then be called within the 2 to 4 weeks following and the member may then present his/her appeal to the Board.

Should the Board vote to nullify or rescind the termination, the member shall be reinstated.

**PROBATION:**

Probations may be specified by the governing body upon completion of reinstatement to the garden. Violation of any rule, regulation or probationary guideline (or any reason) will be grounds for automatic termination (without appeal).

Wattles Farm Community Garden

MEETINGS

Gardenmasters' Meeting

The Gardenmasters' meeting is scheduled for the first Saturday of each month. The time of the meeting is posted on the bulletin boards at each entrance at least one week prior to the meeting.

This is a forum where gardeners can voice their opinions about what goes on in the garden. Issues to be voted on at the Board of Directors' meetings can be raised and discussed, and the results of these discussions are passed along to Board members. Clean up needs for the clean-up weekend, disciplinary actions and/or attendance problems are generally discussed. All meetings are open to members of the garden.

If there is an issue that you would like addressed at the meeting it is requested, but not mandatory, that the Head Gardener be advised. The request will then be included as part of the formal record via the agenda.

The second weekend of every month is designated as the clean up weekend. A gardenmaster is in attendance during both of these days if you need to talk to me.

Board of Directors

The Board of Directors meet quarterly on the first Saturday of each quarter immediately after the Gardenmasters meeting. The meeting dates and times are announced on the bulletin boards a minimum of 1 week prior to said meetings. Members who feel the need to bring an issue before the Board should contact the president. The Board may also be convened for special or emergency meetings at the discretion of the President or by any 3 members of the Board. Such meetings of the Board may be held at any time upon ten days written notice mailed to each director, or upon waiver of notice signed by each director, at, before, or after the meeting.

General Meetings

Meetings of the general membership are sometimes held on Saturdays. Such meetings are posted/announced on the bulletin board. At these meetings, gardeners share gardening tips and information, exchange seeds and seedlings, and guest speakers are occasionally invited.

Note: No cleanups shall be scheduled on the weekend of any of the following holidays: New Years Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Rosh Hashonah, Yom Kippur, Thanksgiving or Christmas.

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Wattles Farm Community Garden

RULES & REGULATIONS OF WATTLES FARM

1.1 MEMBERSHIP

1.1 The right to become a member of the Garden is granted by the Board to individual named persons upon acceptance of a signed and completed application form, advance payment of yearly dues, and completion of an approved orientation meeting. This right is non-transferable and may be canceled or revoked by the Board at any time for violation of any rule contained herein, for nonpayment of dues, or for failure to abide by and comply with the established policies and procedures of the Garden as announced by the Board of Directors, the Gardenmasters Committee, or other authorized persons.

2.0 MAINTENANCE & RESPONSIBILITIES

2.1 Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.

2.2 No planting, cultivating, digging, working, excavating, gardening, harvesting, growing, husbanding, or caring for plants, shrubs or trees shall be permitted in any area of the Garden outside one's assigned plot without specific permission from the Gardenmasters Committee. This applies to pathways, open areas, community areas, arbor areas, orchard areas, under or near any avocado tree, along any fence, roadway or near any gate, near any nesting area or storage area. Gardenmasters shall have complete authority to enforce this rule.

2.3 Members shall not allow plants to hang over into pathways or neighboring plots, or to grow trunks or branches into pathways or neighboring plots. No new trees of any kind shall be planted in any plot. All new plantings of berries that send out underground roots shall be kept at least 18" from any bordering plot.

2.4 Members shall not allow any plant, tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a member does not respond in 2 weeks to a notice to correct such a situation, Gardenmasters shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, trees, shrubs, vines, or structures without requiring permission or further notification to the member and/or send the member a Notice

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Notice of Termination

of Termination.

2.5 No member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in his or her assigned plot, or in any other area of the Garden. If a member does not respond in 2 weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, Gardemasters shall be empowered to remove and dispose of all such items without requiring permission or further notification to the member and/or send the member a Notice of Termination.

2.6 Members are encouraged to maintain compost piles in their assigned plots. The piles must be made only of organic materials, and provided such compost piles are regularly attended, are not unsightly, and do not become foul, putrid, rotting, rank, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers. If a member does not respond in 2 weeks to a notice to clean up or remove an unpermitted compost pile, Gardemasters shall be empowered to remove and dispose of all or any part without requiring permission or further notification to the member and/or send the member a Notice of Termination.

2.7 Individual plots shall not be allowed to expand beyond their assigned boundaries. Gardemasters shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a 2 week period.

2.8 Any plot assigned to a new member of the Garden that is not cultivated within the first two weeks shall be reassigned. "Uncultivated" in this context means untended, unattended, neglected and ignored. Members going on vacation or who plan to be away for more than 2 months must notify their Gardemaster and make arrangements to have their plot tended in their absence. Members planning to be away longer than 2 months may have to relinquish their plot for reassignment and may be given priority in the assignment of a new plot upon their return.

**1.4 INHERITANCE & SURRENDER**

3.1 No member shall resign, subdivide, or sublet his or her plot to another person. No member shall lease a plot from another member, inherit a plot from another member, nor transfer or exchange plots with another member, nor take over or assume responsibility for an unassigned plot. Members wishing to exchange plots with another member, or to be assigned a specific vacant plot must notify their Gardemaster in writing. All such exchanges or reassignments must be approved by the Gardemasters Committee.

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Wattles Farm Gardeners' Manual

**RULES & REGULATIONS OF WATTLES FARM SUPPLEMENT**

**2.0 MAINTENANCE, BUILDING MATERIALS & BOUNDARIES**

**2.9** Members will not put up any structures in their garden plot without getting permission from their gardenmaster(s).

**2.10** If your gardenmaster gives you permission to put up a fence in your garden plot, it cannot be higher than 36 inches (3 feet) from the ground. The fencing should look natural to a garden setting. Check with your gardenmaster before purchasing any materials.

**2.11** Members will not store or bring the following chemicals of any type into Wattles: lead or oil based paint, paint thinner, varnishes, lacquers and stains.

**2.12** Members will not bring pesticides, insecticides, herbicides, rodent poisons or any materials that is not organic into the Farm. All organic fertilizers should be stored in sealed containers as they attract animals to our Farm.

**2.13** Members will not bring into the Farm plastic or metal pipes or tubing such as curtain rods, plumbers pipes, clothing rods or electrical conduit into the Farm.

**2.14** Members will not bring into the Farm kitchen sinks, oven racks, pots, pans, dishes, glass table tops, business swivel chairs, any office furniture, bathroom fixtures, windows, blinds, shutters, bed springs and doors.

**2.15** Limit your use of window screens to only a few, and keep the rest at home. Limit your use of plastic bottles to only a few and keep the rest at home. Plastic bottles must be stored on the ground.

**2.16** Members will not use fiber board, veneer board, bonded wood products, wood that has been painted or any lumber that has been pressure treated. They contain arsenic or any other dangerous chemicals that will leach into our soil.

**2.17** Members will not use large water bottles, fish bowls or aquariums in their plots.

March, 2000

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Wattles Farm Gardeners' Manual

2.18 Members will not change their clothing in an area that can be seen by fellow members, neighbors or passersby while at the farm. If you must change your clothing in the garden, we have a metal shed in front of the tool shed designated for changing clothing.

2.19 Members can bring in stones, lumber or brick to create a low border around their garden plot. Ruber that is no higher than your boards or brick can be used to support them.

2.20 When you build a structure to support your vegetables or tomatoes, the structure is called a trellis. Check with your Gardenermaster before any trellising is done.

2.21 If a member is asked to take down and remove structures or remove un-natural materials from their garden plot, failure to comply will lead to termination from the garden without appeal.

### 3.0 INHERITANCE & SUBDIVISION

3.1 No member will reassign, subdivide, or sublet his or her plot to another person. No member will lease a plot from another member, inherit a plot from another member, nor assume responsibility for an unassigned plot. Members wishing exchange plots with another member, or to be assigned a specific vacant plot must notify their Gardenermaster in writing. All such exchanges or reassignments must be approved by the Gardenermaster's committee.

March, 2008

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**4.0 ASSISTANCE**

4.1 Every member of the Garden shall physically do his or her own gardening throughout their period of membership, except in cases of temporary illness or physical disability. Nothing in this rule shall prohibit the use of occasional helpers or hired laborers to assist in performing seasonal or excessively strenuous tasks, such as digging and turning the soil. Helpers and laborers may not be employed to perform community work obligations.

4.2 Occasional helpers or laborers shall not work anywhere in the Garden except in specific members' plot as provided for in Rule 4.1. When working in a member's plot any helpers or laborers who are not members of must be accompanied and supervised by the Garden member.

4.3 Helpers or laborers who are not Garden members must conform to the Rules and Regulations of . They shall have no special privileges or rights, such as sharing in, taking or harvesting community produce. Further, they shall not have keys provided or loaned to them under any circumstance.

4.4 Any member on vacation, out of town, ill or unable to travel to the Garden may arrange for another member to care for his or her plot on a temporary basis, the time period shall be set on a case by case basis at the discretion of the gardenmaster. In such an event the absent member must contact his or her Gardenmaster for approval of such an arrangement as soon as possible. No non-Garden members shall be permitted to care for or tend a member's plot without specific permission from the Gardenmasters Committee.

**5.0 COMMUNITY WORK**

5.1 All members shall, at the very least, fulfill minimum community work obligations on a regular basis. The nature and extent of such obligations shall be determined by the Gardenmasters Committee in accordance with the policies established by the Board.

**5.0 STEALING**

5.1 No member or guest shall pick or remove any plant, vine, tree, bush, flower, fruit, vegetable, tool, equipment, lumber, hose, earth or material of any kind from another's plot without permission. Nor shall any member or guest pick or remove any of the same from any community area, open area, orchard area, avocado grove or any other area not specifically assigned to him or

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her. Any member violating this rule will have his or her membership immediately terminated.

6.2 When a member is caught stealing ANYTHING from Wattle's, including all common areas and other members plots, that individual's membership shall be terminated immediately and, when possible, the guilty member shall be prosecuted to the full extent of the law.

#### 7.0 COMMUNITY PROPERTY

7.1 No member or guest shall loan, borrow or remove any community-owned tools, materials, equipment or other property from the Garden itself except by specific permission of the Board or the Gardenmasters Committee.

7.2 No member shall take more than his or her allotted share of community produce, fruit, flowers, supplies, compost, manure, seeds or any other community goods except by specific permission of the Board or the Gardenmasters Committee.

7.3 All community owned tools, equipment and wheelbarrows shall be kept clean and returned to the tool shed after use. It is prohibited to use any stop-nozzle on hoses or crimp them to restrict water flow. Any member or guest who breaks a tool, hose, spigot or any other Garden property or equipment shall immediately bring it to the attention of his or her Gardenmaster. Where possible, members responsible for broken equipment are expected to help in its repair.

7.4 All community owned hoses shall be kept clean, shall not be crimped or kinked, and shall be coiled properly after each use on their appropriate holders. Water pressure in any hose shall be regulated at the spigot only. Nozzles, sprinklers, or sprayers which shut off the water at the end of the hose may not be used.

#### 8.0 DONATIONS

8.1 All plants, produce, seeds, flowers, tools or materials of any kind donated to the Garden shall become the exclusive property of and may not thereafter be claimed, controlled or removed by their donors or by any other person.

8.2 All contributions of substance are tax deductible, to the fullest extent allowed, under both the California and Federal tax laws. Unfortunately, however, contributions via services are not tax deductible.

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9.0        PESTICIDES & FERTILIZERS

9.1            No chemical pesticide, chemical fertilizer, or any other substance generally designated as "non-organic" shall be brought into, applied or used in . All biological methods of pest control, including plant-derived pesticides, "organic" fertilizers, blood meal, bone meal, fish emulsion, composts, and any other acceptable organic matter shall be allowed in . Gardenmasters shall have the authority to determine acceptable substances.

10.0        CONDUCT

10.1           The Board possesses full authority to regulate the behavior and conduct of all members, guests or other persons while on the premises of . Failure on the part of any member to conduct himself or herself in accordance with the rules, regulations and policies of will result in the termination of his or her membership. Guests and others not in conformity with the rules, regulations and policies will not be permitted to remain on the premises.

10.2           Physical violence in any form is prohibited on the premises of . Any member who uses physical violence for any reason will have his or her membership in terminated immediately.

10.3           Any member who disturbs the peace, engages in vandalism, malicious mischief, or who does malicious injury to any plants or crops will have their membership in terminated immediately.

10.4           No member shall be in the garden 1/2 hour before dawn or 1/2 hour after dark.

10.5           There is no smoking in at any time.

11.0        DUES

11.1           Members have one month to pay their annual dues as of July 1st of each year. Members delinquent for more than one month will have their membership in terminated and their plot reassigned. Special circumstances and hardship cases must be brought to the attention of your Gardenmaster.

12.0        ANIMALS

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12.1 No pets are allowed in the Garden at any time.

13.0 CHILDREN

13.1 Parents/members are responsible for the conduct and safety of their children, and for that of any other child or guest whom they bring or invite into the Garden. Parents/members shall be liable for any and all damage caused by their children or guests while on the premises of . Children may not enter others' plots and must remain in the immediate vicinity of their supervisors at all times. Children may not enter the avocado grove or wander throughout the Garden unaccompanied.

13.2 The following rules shall be strictly enforced: No running in the garden. No climbing trees, posts, structures, gates or fences. No riding in wheelbarrows, no riding bicycles, tricycles, skateboards or any other vehicles, carts or buggies. No picking or handling of flowers, vegetables, plants or produce of any kind except in their parent's plot. Children may not handle, use, work or play with any tools, hoses or equipment in any area at any time except under direct parental supervision.

13.3 Indemnification: Each member shall indemnify and hold harmless for any injury, claimed or actual, occurring to any child or guest in whether by invitation or not.

13.4 Assumption of Risk: Each member shall advise the parents of each child or guest that they will be in a garden and that they are invited at their own risk.

14.0 GUESTS

14.1 Each member is responsible for the conduct and safety of all guests or helpers he or she invites into the Garden. In addition, each member shall be liable for any and all damage he or she causes to another's plot, whether accidental or not, and for any and all damage caused to another's plot by any guests, helpers or children invited into the Garden.

14.2 Indemnification: Each member shall indemnify and hold harmless for any injury claimed or actual occurring to any child or guest in whether by invitation or not.

14.3 Assumption of Risk: Each member shall advise the parents of each child or guest that they will be in a garden and that they are invited at their own risk.

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15.0 MAILING ADDRESS

15.1 It is the responsibility of every member, officer and Gardenmaster to maintain a means of communication with the officers and general membership of the Garden whereby he or she can be readily contacted either by telephone or by mail within a brief and reasonable period of time. Any member who fails to communicate a change of address or telephone number to his or her Gardenmaster shall be responsible for the contents of any notice, announcement or warning mailed to the address on file with the treasurer. Additionally, every member shall be responsible for any communication or announcements ordinarily transmitted by telephone, such as announcements of any change in clean-up. Any member who fails to respond to a Gardenmaster's attempts to contact him or her for a continuous period lasting longer than 2 weeks will have their membership terminated and their plot reassigned. The Garden's street address is 7561 Hollywood Boulevard. The main entrance and mailing address of the Garden is 1759 Sierra Bonita Drive.

16.0 LOCKS

16.1 No member shall loan, borrow or deliver the key to any of the locks used on Garden gates, the tool shed, or any other equipment storage to any person who is not a member of for any reason whatsoever without written consent and permission from the Board. Every member shall, upon entering and leaving the Garden, check to see that the gate is properly shut and the lock properly attached and closed. Missing or defective locks shall be reported to one's Gardenmaster immediately. Failure to abide by any of this rule shall result in the immediate termination of ones membership in .

17.0 WARNING NOTICES AND TERMINATION NOTICES

17.1 Section "E" set forth under "Gardenmasters Committee" starting at page 3, is incorporated herein by reference as though fully set forth and restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

18.0 RULES FOR THE CARE AND MAINTENANCE OF FRUIT TREES

18.1 The section under "Fruit Tree Committee - Rules for the Care and Maintenance of Fruit Trees" starting at page 16, is incorporated herein by reference as though fully set forth and

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restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

19.0        RULES FOR COMPOST

19.1        The section under "Compost Committee " starting at page 18, is incorporated herein by reference as though fully set forth and restated herein. This section shall be part of the rules and regulations of . Those members who are in violation of any of these rules or regulations will be subject to termination.

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COMMITTEES

## MEMBERSHIP &amp; COMMUNICATION COMMITTEE

The number of members may vary according to the tasks at hand. The responsibilities of the Committee are to organize telephonings, mailings or other activities for informing the membership at large of special projects, meetings, or changes in the operation of the Garden. The Committee maintains a current list of telephone numbers and mailing addresses for all members. This committee is also responsible for keeping and maintaining the records of community clean-up attendance.

## RULES COMMITTEE

The responsibilities of the Committee are to periodically evaluate the Rules and Regulations of the Garden, to propose any needed changes, additions or deletions, and to interpret and clarify the existing rules and policies of the Garden. From time to time the Committee will undertake to update and expand the Garden Manual.

## TREE SUB-COMMITTEE

By direction of the Board, a sub-committee of the Gardenmaster's Committee to oversee and regulate the care and maintenance of all fruit bearing trees in has been established. The Tree Sub-Committee shall have jurisdiction over all fruit bearing trees in the Garden with the exception of (1) designated historic avocado trees, and (2) privately owned dwarf fruit trees located within individual garden plots. This Sub-Committee shall have jurisdiction over all privately owned fruit trees not located within individual garden plots.

This Sub-Committee shall keep records of the number and location of all community owned and privately owned fruit trees in the Garden, together with the names and telephone numbers of members to whom such trees have been assigned. This Sub-Committee shall from time to time plant, transplant, remove, destroy, prune, trim, fertilize, feed, graft, harvest and otherwise provide for the care and maintenance of all fruit trees in accordance with the policies of the Garden.

This Sub-Committee may, at its discretion, assign community owned fruit trees to individual Garden members for care, watering, pruning, cultivation, feeding and harvesting of fruit. In cases of neglect, abuse, violation of the Rules contained herein

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or violation of the Rules and Regulations of , this Sub-Committee shall be empowered to revoke its assignment and reassign fruit trees to another Garden member at any time.

This Sub-Committee shall evaluate the care and maintenance of all fruit trees within its jurisdiction on a yearly basis and determine whether to reassign them. Unless officially reassigned, fruit trees shall remain assigned to their current assignee. The causes for removing or reassigning fruit trees shall include, but not be limited to, any of the following: general neglect or abuse, failure to prune or prune properly, failure to harvest fruit or improper harvesting, destruction of fruit, destruction or abuse of the tree whether accidental or willful, failure to water, cultivate or remove weeds, unauthorized planting or digging in tree area, failure to keep tree area clean, failure to dispose of cuttings and pruning properly, failure to carry out instructions of this Sub-Committee.

It is the policy of that fruit from trees grown and cultivated in shall be enjoyed by members of . The Tree Sub-Committee shall promote this goal in its actions and policies. This policy does not prohibit assignees of individual fruit trees from harvesting, canning, preserving, drying or otherwise retaining and using generous portions of fruit from trees under their care. In all cases, however, this Sub-Committee shall verify that harvested fruit be for the personal use of the assignee and his or her immediate family, and not for distribution to friends, neighbors, acquaintances, relatives or the general public. In cases where this Sub-Committee determines that a Garden member has no personal need or use for excessive amounts of fruit, it shall direct that such excess fruit be shared with the general membership of .

Rules for the care and maintenance of fruit trees shall be considered part of the Rules and Regulations of , and shall be obeyed by all Garden members whether they are assigned fruit trees or not. Rules shall apply to all fruit trees within this Sub-Committee's jurisdiction whether they be community owned or privately owned. Members of this Sub-Committee shall be empowered to enforce any or all of the Rules contained herein.

#### 18.0 RULES FOR THE CARE AND MAINTENANCE OF FRUIT TREES

18.2 Every tree under this Committee's jurisdiction shall be numbered and tagged with a weatherproof identification. No one shall remove or alter these tags for any reason. No one shall remove, plant or transplant any fruit tree for any reason, except under the direction of this Committee (See Section 2.3 of the Rules and Regulations)

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18.3 Every tree shall be landscaped so as to have a catch basin located at the drip line of the tree.

18.4 No flowers, shrubs, vines, vegetables or other plants shall be planted or allowed to grow within the tree area. The catch basin and the area around the tree shall be kept weed free at all times.

18.5 Fruit trees shall be cared for and maintained only by the Garden member to whom they have been officially assigned, or by such persons as this Committee may designate. Caring for, handling, inspecting, thinning, harvesting or distributing fruit shall be done only by the assignee, or by persons designated by this Committee.

18.6 Trimming, topping, limbing, pruning, cutting, grafting or otherwise altering the shape, size or growth of the tree shall be done only by the assignee or by this Committee; and only in accordance and at the direction of this committee at the appropriate time of the year. All pruning, cuttings and other debris shall be neatly bundled, tied and carried to the compost area.

18.7 No one shall fertilize, feed, add to, or otherwise alter the soil conditions of any fruit tree under this Committee's jurisdiction. All fertilization or soil conditioning shall be done at the direction of this committee. Watering shall be carried out only in accordance with the instructions of this Committee. No mulching or ground cover shall be allowed in the tree area. No fences, structures, posts, furniture, debris or other impediments shall be allowed in the tree area.

18.8 The assignee shall have a limited right to harvest and keep all the fruit he or she needs or can reasonably use (e.g., for canning, drying, preserving, etc.). All harvesting of fruit shall take place under the direction of this Committee, and at the appropriate time of ripening, as determined by this Committee. Fruit that is not harvested when ripe shall be removed and distributed by this Committee or its designees. Excess fruit shall be shared with the general membership of the Garden under the assignee's or this Committee's direction. At no time shall any fruit grown in be sold.

18.9 Taking, removing destroying, distributing or harvesting fruit from any tree not officially assigned to one shall be considered stealing. Any member violating this rule will have his or her membership in immediately terminated. (See Section 6.1 of the Rules and Regulations)

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18.10 Failure to comply with any of the above rules shall result in the revocation of one's right to be assigned a fruit tree, and may result in the termination of one's membership in .

#### COMPOST COMMITTEE

This committee usually consists of 5 to 6 members and is responsible for the Garden's compost piles. Specifically they arrange for the manure, chip the collected plant materials, and build and maintain the compost piles.

The chairman of this committee is appointed by the Board. This committee is responsible for green waste management and disposal within . Individual members are encouraged to maintain compost piles within his/her plot. The committee is also responsible for the maintenance, upkeep and management of the compost production area. All tools, materials, hardware and support supplies within this area are for the express use of the compost committee within the performance of their duties.

The compost production area is used to manage the green waste generated in . This committee is responsible for the Garden's compost piles, arranging for manure, grinding of collected plant materials, building of said piles and distribution of completed compost. The compost created by the compost committee is distributed to all gardeners as often as it is ready, as determined by the committee.

Membership on the compost committee is open to all garden members who wish to participate. To join the compost committee, speak with the committee chairman or a member of the committee. All work performed is credited toward community work obligations. (See Rules and Regulations Section 5.0)

19.1 All materials deposited in the compost production area shall be clean and free of non-compositible materials, including plastic and bags, ties, cups, pony packs, netting, lumber, screws, nails, wire, tools, metal objects, bottles, cans, string, twine, rose canes, rose cuttings, concrete, rocks, dirt or any other item which cannot be described as Organic Green Waste Material.

19.2 All woody hard waste (branches, limbs) of one-half inch in diameter or greater shall be bundled, tied securely and placed next to the garbage cans next to the Curson gate. Bundles shall be no greater than three feet in length and one foot in diameter.

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19.3 Green Waste materials deposited in the compost production area shall be pre-reduced to a dimension no longer than twelve inches in size to facilitate the shredding process.

19.4 No materials from outside the garden shall be placed in the compost production area without prior arrangement and approval of the committee chairman. This includes but is not limited to household waste, grass clippings, leaves, fronds, dirt, coffee grinds or other waste not produced within the boundaries of

19.5 No one shall appropriate any materials from the compost production area. This includes but is not limited to manure, lumber, wire, raw materials, tools, working or completed compost. (See Rules and Regulations Section 6.0)

19.6 Failure to comply with any of the above rules or directing others to do so will result in disciplinary action or possible termination of ones membership in .

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VOLUNTEER PROJECTS

As with all non-profit organizations, the well-being and livelihood of the Garden is dependent on volunteers. Not only is it essential to the maintenance of the garden, but it is critical to the success of a community garden. Each and every member of the Garden has the opportunity and responsibility to participate in the Garden through the following committees. It should be noted that participation in these committees does not fulfill one's community work obligation. All committees and or volunteer groups should have no fewer than three members.

The following have been established as either Ad Hoc Committees and/or volunteer projects to carry out specific tasks in order to assist and supplement the activities of the Gardenmasters Committee.

Memorial Garden	Plumbing
Bulletin Board/Communications	Trash Collection
Hose Repair & Maintenance	Herb Garden
Rose Garden	Avocado Grove
Sweet Potatoes	Tool Shed
Newsletter	

BULLETIN BOARD

This committee usually consists of one or two members of the Garden. It is their responsibility to maintain the 3 bulletin boards throughout the Garden. The general membership is welcome to post any Garden related information. The primary purpose of the blackboard is for the President of the Board to communicate with the General Membership.

TRASH COLLECTION

This committee is responsible for preparing the trash for weekly collection by the City. In addition to setting out the trash, they are responsible for keeping the trash area near the Curson gate orderly.

HOSE REPAIR & MAINTENANCE

This committee routinely checks and repairs all hoses, hose valves, hose bibs and replaces washers as needed.

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HERB GARDEN

The Garden maintains a herb garden for the general membership. The herbs vary from common culinary varieties to the rarer medicinal ones. The committee consists of members whose responsibility is to water, weed, cultivate and generally maintain the garden. Members are urged to use the herbs in the garden as long as they follow the rules posted next to the garden.

AVOCADO GROVE

is fortunate to be the home of hundreds of historic avocado trees. The grove is located along the southern and western borders of the Garden. No member is allowed in the Avocado grove unless accompanied by a member of this committee or, at the direction of a member of this committee. The reason for this is that a drip watering system was installed throughout the grove. The monies for this system were awarded by a grant, without which we otherwise would have been unable to install it. The cost of repairs to the system are prohibitive. The Avocados are picked and the grove is maintained exclusively by the Avocado Grove committee. Their responsibilities include: maintaining the drip watering system, watering, weeding, pruning and harvesting. During avocado season the crop is shared with the general membership.

TOOL SHED

This committee is responsible for keeping track of how many tools are needed in the Garden. They frequently report on lost or stolen tools and attempt to find the best prices on good quality tools. This committee is also responsible for the upkeep and cleanliness of the tool shed.

MEMORIAL GARDEN

The Memorial Garden, see map for location, is a memorial to the many wonderful past Garden members. It was established in the Spring of 1990 as a memorial to past members and their extraordinary contributions to the Garden. Included in the Memorial Garden are fruit trees, a grapa arbor and a variety of flowers. A committee has been established to maintain this Garden.

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### ROSE GARDEN

The Rose Garden is located along the Northeastern border of the Garden. Included in this flower garden are varieties of roses, many dating back to \_\_\_\_\_. The flowers from this Garden are enjoyed by the members of this committee and only distributed to the general membership at the direction of the head of this committee. The responsibility of this committee is to care for the roses. This job includes watering, feeding, pruning, planting, trimming and transplanting the rose bushes.

### SWEET POTATOES

The location of the sweet potato patch is moved at the discretion of this committee. Each spring the committee plants dozens of sweet potato seedlings. In the Fall, the Garden enjoys the rewards.

### NEWSLETTER

To promote communication among the members of , a newsletter is distributed. It is the responsibility of this committee to write, print and distribute the newsletters. All members are encouraged to contribute to the newsletter and should contact the committee for submissions.

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GENERAL INFORMATION AND POLICIES

## REFUNDS

Currently a new member pays an entrance fee, annual fee, key deposit and a manual fee. Within the first two weeks a new member may receive a full refund of the annual fee. If the member returns the manual, a refund for it will be made. Garden policy states that there is no refund of the entrance fee once paid. Any time that a member leaves, Four dollars of the Key deposit will be refunded on receipt of the key. No refunds of the annual fee will be made unless the key is returned.

## SECURITY

We've discovered the hard way that if the gate is left open, people come in and help themselves from your garden. So, the garden is to be kept locked at all times, when entering as well as leaving the garden, except on Saturdays when the gates are open between 10:00 a.m. and 2:00 p.m. to allow the public to visit the garden.

Part of garden security is being aware of who is in the garden. Get to know the people with plots around you. If you see someone picking fruit or avocados or taking produce from someone's garden, ask if they belong to the garden. If they don't, ask them to leave or report it to a Gardenmaster or Board member as soon as possible. Try to make a note of names and a description of persons who trespass or are caught stealing, but do not initiate any action or confrontation.

If you see anyone in the Garden who is randomly taking produce, avocados or picking fruit, please go to a house on No. Sierra Bonita or No. Curson Avenue and phone (213) 665-5188. Ask for Senior Park Ranger Philip Manze to send a car to 1718 No. Curson Avenue as soon as possible. Also a ranger will be checking the garden 3 or 4 nights each week. Remember:

"Taking fruit, vegetables or flowers in the State of California is a felony punishable by fine and/or imprisonment."

## TOOLS

The garden has purchased tools, hoses and various other garden equipment. Each individual member is responsible for bringing their own hand tools. Various spray and drip nozzles may be used with the exception of stop-nozzles which may damage the hoses. See Rules and Regulations section 7.3 and 7.4.

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**TRASH**

Garden policy encourages everyone to carry all non-compostible materials out of the garden. There are times when this is not possible, so trash cans are available. However, all compostible material should be placed in the designated compost area, according to the posted notices, and not in the trash cans. If you are unclear about the difference between trash and compost, see a Gardenmaster. Remember, by 1996 we will have to compost all of our "green waste"!

**BASIC SAFETY PRECAUTIONS**

Garden tools can be dangerous! Do not leave them in the pathways or where someone may trip on them. Rakes, hoes, and shovels should be pointed down when not in use. Hoses should always be rolled up off pathways and coiled around the T-brace next to the faucet and washed off after use. Watch where you put the hose when watering. It is easy to trip or fall over a hose on a muddy pathway. Don't let water run in other people's gardens or in the pathways and don't let hoses run unattended. Be alert working in your garden. Accidents can happen and the garden carries no accident or disability insurance.

No member of the Garden is allowed or permitted to operate or use the Chain Saw, Compost Engine, any Power Tools or Machetes without first receiving permission from a Gardenmaster and only when another member is present!

**MINOR INJURIES**

A first-aid kit for garden-variety injuries is located in the tool shed. Familiarize yourself with its location. You may need it in a hurry. As this is the only community first aid kit, please take care of it.

**MORE SERIOUS INJURIES**

The hospital nearest the garden is Cedars-Sinai (Beverly Blvd. & San Vicente) phone: 855-6517.

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GARDENING INFORMATION ADAPTED FOR WATTLES FARM

## SOIL PREPARATION

The best thing you can do for your garden is to work the upper two feet of the soil to make it loose and penetrable by roots and water. This is best done by "double-digging" the soil. That is, first dig a trench a foot deep, piling the soil in a ridge next to the trench. Then dig another foot down. With the soil from each subsequent trench, fill the trench produced by digging the previous row. When you get to the last row, fill it with the soil from the first trench.

In order to modify the texture of your garden soil, add compost, straw or perlite before filling in each trench. If you are also adding fertilizer, this is the time to do so. In the end, you have two feet of well worked soil which is ready for planting. After this point, the less you walk on the soil the better. Walking packs the soil down, undoing all the hard work you've invested in digging the soil. Do not water at this time as watering will pack it down, too. You want the soil dry, light and airy.

## GRADING

When you have finished digging the soil, you must level the bed or plot. is on a steep grade, which causes problems of run-off and erosion. The only way to garden on such a slope is to grade the soil, that is, make a terrace out of the entire plot, or terrace successive beds within the plot. Plants will not grow evenly, nor will water be evenly distributed, on soil that is not level. The water, soil, or both will end up on the path or in your neighbors plot.

## PLANTING

Your soil is now ready for planting. We recommend planting directly from seed, or growing your own seedlings at home. The reason for this is that growing from seed helps to avoid diseases originating in the nursery. These plants will be more hardy and better adapted to our microclimate. If you do choose to purchase seedlings from a nursery, chose healthy-looking, uninfected and uninfested plants. For example, plants that come from the nursery already infested with aphids are already compromised. They are more likely to develop problem infestations than clean plants. Examine the underside of leaves of nursery plants for aphids and other pests; reject those that are not in near-perfect condition.

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SEEDING

Follow the directions for planting on seed packets. In general, seeds obtained from producers (usually by mail order) are more likely to produce well than those obtained off the rack in a store.

WATERING SEEDS

Next give the plot a thorough misting, the finest spray with water, for about 20-30 minutes (enough time for water to sink in 4"). Never use heavy mist as you will wash out seeds. Keep soil moist until seeds germinate (i.e., come-up) and become established.

WATERING PLANTS

Immediately after planting, and until seedlings emerge from the ground, water with a fine mist or spray so as not to disturb seeds. Keep soil moist until seeds germinate and become established.

Established plants require watering from once or twice a week to once or twice a month, depending on individual plant requirements and weather conditions. The deeper the roots of a plant, the deeper the watering it needs. Tomatoes and others need deep watering. Lettuce and other more shallow rooted plants need more frequent but more shallow watering.

California has had serious water shortages over the years. We should always look at our water consumption and think of ways to conserve. We have all been informed about water usage reduction by our State and County authorities. Here are a few guidelines for conserving water at :

- 1) Amend your soil with compost (digging in a 1-3" layer) so that your soil is 8% organic.
- 2) Mulch soil with surface layer (1-3") of straw or other organic materials.
- 3) Avoid overhead spray watering. Deep water only when necessary. Do not over water. Check soil for moisture at six-inch depth before watering.
- 4) Established plants will need watering anywhere from twice a week to once a month, depending upon weather conditions and individual plant requirements. Deep-rooted plants need deep

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soaking, which is accomplished by attaching a bubbler (to control flow) to the end of the hose and using a slow flow of water to seep into the ground without wetting the plants.

5) Shallow-rooted plants need to be watered more often in hot weather. Shallow-watering (or lazy watering) causes roots to turn back toward the surface searching for water. This results in the plant flowering and going to seed (called bolting) and you have no harvest.

## TRANSPLANTING SEEDLINGS

The few minutes spent transplanting seedlings (whether home-grown, hotbed-grown, nursery-grown, or from thinning) are the most important minutes in the life of the plant. Try to do it on a cloudy, moist day when light and the shock will be small. Otherwise, do it at the end of the afternoon. An hour or two before transplanting, water the seedlings. Plant seedlings at same level as in hotbed or flats, except for tomatoes, which should be stripped of all but the top 4-5 leaves and then planted to the level of the bottom remaining leaf. Make sure soil is firm but not packed around the roots. Water well and shade (e.g., with newspaper tepees) for up to a week.

## CULTIVATING

Use a cultivating tool to loosen the soil in your beds down to a depth of about 2". Don't go too close to the roots, especially of tomatoes and other shallow-rooted plants. Cultivate a day or two after watering and whenever a crust forms on the surface.

## FERTILIZING

No chemical fertilizers of any kind are allowed. They kill earthworms; they kill soil microbes; they kill the earth. Compost keeps soil and plants healthy. Healthy plants are least susceptible to disease. Other organic fertilizers you can add to your soil include commercial composts, such products as bone meal, blood meal, and wood ash from your fireplace. Every plant has different needs. Phosphorus strengthens stems and roots, and encourages fruiting. The most concentrated organic sources are wood ashes and rock phosphate. Phosphorus is the nutrient you should be the least concerned about at, as our soil naturally contains decomposed granite, which is also a good source of phosphorus.

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## GARDENING ORGANICALLY

is an organic garden. Only gardening practices that are beneficial to the Earth, as well as to your plants, may be used in your plot. Gardening organically requires fertilizing without chemical fertilizers and controlling pests without the use of chemical poisons. If you are ever unsure about a product you are considering, ask your gardenmaster first.

Ideal organic gardening is balance. Good healthy soil is a balance between fine rock particles (clay and sand) and decayed or decaying organic matter (humus). You should aim to build the soil and achieve that balance. As the enriched soil breaks down, it slowly releases nutrients to the plants. Potassium is needed for healthy stems and seeds and improves disease resistance, and bone meal is a readily available, concentrated source.

## SOIL COMPOSITION

An essential aspect of gardening organically is the regular addition of organic material. Healthy soil is a mixture of microorganisms which break down mineral, plant and animal materials into smaller particles and make these available to plants.

Soil that is composed predominantly of larger round or angular particles feels gritty to the touch, and is known as sandy soil. Sandy soil drains well, but it also does not hold water or nutrients very well. The opposite type of soil is clay-like, that is, it is composed of extremely fine particles which pack so densely with one another that the soil does not drain well or allow roots and nutrients to penetrate it with ease. It is smooth to the touch, and remains wet for a long time, but when it dries it becomes very hard and dry. Between the two extremes is loamy soil. It holds moisture and nutrients well, without retaining too much moisture or becoming too densely packed. It is the ideal soil for gardening.

Whatever the composition of your soil, it will benefit from the addition of organic matter, which is the decayed remains of living plant or animal manures. In sandy soils, it helps retain moisture; in clay-like soils it maintains space between the fine grains of soil. Thus it increases the productivity of your soil and encourages healthy root growth.

Compost is the best soil amendment. Work it into the soil as you transplant seedlings into the garden, or use it as a mulch around plants. Other materials that improve soil structure include peat moss, straw or decomposed leaves. State agricultural agents recommend that you do not use nitrohumus, or sewage sludge,

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as it contains excessive levels of heavy metals. Keep in mind that uncomposted materials like raw straw will initially require soil nitrogen to break down, so additional nitrogen should be added.

## PEST CONTROL

In general, garden pests are easily controlled without the use of chemical pesticides, and pesticides are absolutely forbidden here at . Keep your garden free of weeds, which often encourage garden pests. Keep your soil lightly cultivated, as this disrupts the life cycles of many soilborne insects. Physically inspect your plants. In gardens the size of ours, many insect infestations can be controlled simply by crushing or removing the offending creatures. For example, a major infestation of aphids can be prevented by simple removal of the few aphids that first attack a plant.

Some organic pesticides are available and effective. Insecticidal soap, such as Safer's Soap or diluted household soap (not detergents), such as Basic H or Ivory, can be sprayed on plants and is effective against soft-body insects such as aphids and mites. Looper worms can be controlled with products containing bacillus thurensensis, a microorganism that interferes with cabbage worm digestion. Ants can be repelled with cayenne pepper. Flea beetles, which make tiny gunshot-like holes in young plants, can be controlled by regularly spraying plants with water in which several cloves of crushed garlic have been steeped. Snails can be repelled by diatomaceous earth. Snails are also easily controlled by keeping your garden clean and denying snails places to hide in the day. Look under boards and crush those that you find. Leave their bodies in the garden, as they will repel other snails. None of these methods of insect control are harmful to birds, plants, or beneficial insects such as worms, ladybugs, etc.

If you are having problems with a garden pest, ask neighboring gardeners or your garden master for advice. The least likely source of good advice is the local nursery; nursery people know little about organic gardening, and they are quick to tell you that the best solution is a chemical one. Not all bugs are bad. Ladybugs, lacewings, flies, praying mantises, trichogramma wasps and others actually eat the bad bugs. A well-balanced insect population is the sign of a healthy garden.

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## MULCHING

All gardens at Wattles Farms should be mulched. This is particularly true in the summer. Mulching offers several benefits to gardeners. Foremost, mulching conserves water. Once your garden is well mulched, water less. Check your soil before watering. A well-mulched garden may need to be watered as little as once a week, even in the summer. Mulching also keeps your soil from becoming hard. Even surface soil will remain soft without cultivating when covered with mulch. Third, weeds are much easier to control in a mulched garden. Weeds pushing through the mulch will have weak root systems, and will be easy to pull. Fewer weeds will appear at all. Several materials make good mulch, including compost. Straw or hay make excellent mulches. Straw costs much less. Grass clippings from un-sprayed lawns can be used as a mulch. Straw or hay and grass clippings will break down easily and can be dug directly into the soil where they will make your soil lighter and fluffier. Redwood chips can be used as a mulch, but they are not recommended because they do not break down very well. Pulled weeds can also be used as a mulch. Mulching with plastic sheeting will retain water, but does not allow soil to breathe well. Mulching with clear plastic in winter can help raise soil temperature.

The deeper your mulch, the more benefit you will gain. Cover your entire garden to a depth of one to four inches. When you want to plant seeds or seedlings, just pull the mulch aside to make a hole and plant. Do not force seedlings to push up through the mulch; they'll have weak roots. Keep basins around your established plants and mulch the basins, too. Water right through the mulch. When the mulch breaks down you can just dig into the soil. Add some extra nitrogen (such as blood meal or cottonseed meal) to the soil when you dig in the mulch to maintain your soil's nitrogen-carbon balance.

Mulching doesn't make the most attractive gardens, but it does make them healthier, easier to maintain, and more ecologically responsible in our dry climate.

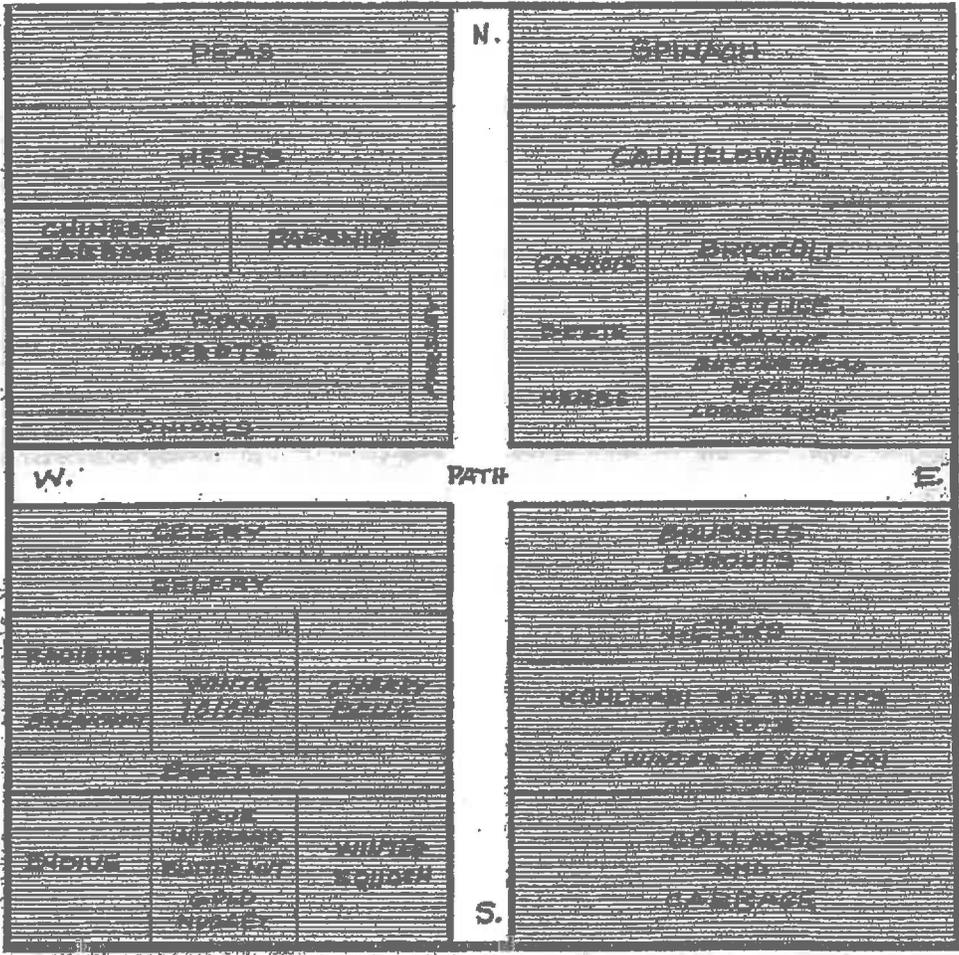
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## SUGGESTED PLAN — WINTER

15' BY 15'



**WATTLES FARM**

**Hi Gardeners!**

***Please be advised that the following plants are not to be planted anywhere at Wattles, because of their poisonous properties, or are too invasive to control.***

**Poisonous Properties:**

***Abrus precatorius - Rosary pea  
Brugmansia sanguines - Red Angel's Trumpet  
B.arborea - Angel's Trumpet  
Cicuta douglasii - Western Water hemlock  
Conium maculatum - Poison hemlock  
Datura stramonium - Jimson weed  
Digitalis purpurea - Foxglove  
Nicotiana glauca - Tree tobacco  
Phytolacca americana - Pokeweed  
Ricinus communis - Caster bean  
Taxus baccata - English Yew  
T. brevifolia - Western Yew  
Zigadenus venosus - Death Camas***

**Too Invasive:**

***Morning glories  
Four o'clocks  
Palm trees***

***If you have any of the above in your plot(s), please remove them immediately. If you need help removing a palm tree, contact your gardenmaster.***

***Add this sheet to your manual for permanent reference. Thanks for your help.***

**Toby Leaman**

WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.  
PAGE 1

MEMBER CHECK OFF LIST

\_\_\_\_ HOURS WE CAN BE IN GARDEN, RULES OF CONDUCT, NO PETS, SMOKING IS PROHIBITED AND THE GATES ARE ALWAYS LOCKED, NEVER OPEN.

\_\_\_\_ TRASH CAN AREA

- A. WHAT GOES INTO GREEN CANS
- B. WHAT GOES INTO BLACK CANS
- C. WHEN CANS ARE FULL, DEBRIS MUST BE KEPT IN PLOT.

\_\_\_\_ BULLETIN BOARDS- WHY WE HAVE THEM.

\_\_\_\_ CLEANUP WEEKEND

- A. SECOND WEEKEND OF EACH MONTH
- B. WHERE TO SIGN IN
- C. OBLIGATION TO PARTICIPATE

\_\_\_\_ TOOL SHED

- A. TO BE RETURNED TO SHED AFTER USE
- B. TOOLS TO BE CLEANED UP AFTER USE

\_\_\_\_ SHOW COMMUNITY AREAS, RULES

- A. NO ONE IS TO PICK FROM COMMUNITY AREAS ON THEIR OWN.

\_\_\_\_ EXPLAIN RESPONSIBILITIES OF PLOT WHEN SHOWING IT.

- A. PATHWAYS TO BE KEPT LEVEL AND WEED FREE.
- B. NO WEEDS
- C. DO NOT PLANT ANY TREES OR ANYTHING THAT WOULD BLOCK SUN FROM NEIGHBORS.
- D. THOU SHALL NOT STEAL FROM ANYONE OR TAKE FROM COMMUNITY
- E. NOTHING IS PLANTED IN PATHWAYS.
- F. ANYTHING BUILT IN PLOT MUST LOOK NATURAL AND NEAT.

\_\_\_\_ COMPOST AREA

- A. WASTE IS TO BE CUT UP BEFORE PLACING.
- B. WASTE SHOULD BE PLACED AS CLOSE TO BACK AS POSSIBLE.
- C. WHAT DOES NOT BELONG IN COMPOST.
  - 1. ROSE CUTTINGS. 2. PLASTIC. 3. WEEDS.
  - 4. DISEASED PLANTS. 5. PLASTIC BAGS FILLED WITH STUFF.

\_\_\_\_ WHEELBARROWS.

- A. NOT TO BE LEFT AT PLOT.
- B. NOT TO BE LEFT WITH STUFF IN IT AT COMPOST AREA OR TRASH CAN AREA.
- C. TO BE PUT BACK IN DESIGNATED AREA.

\_\_\_\_ PROPER USE OF HOSES.

- A. NOZZLES WITH TURNOFF VALVES CANNOT BE USED.
- B. HOW TO WIND A HOSE PROPERLY.
- C. TAKE HOSE TO PLOT BEFORE TURNING ON WATER.

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PAGE 2

- D. TURN OFF WATER BEFORE RETURNING HOSE TO HOLDER.
- E. AFTER WINDING HOSE, WASH IT OFF WITH LIGHT STREAM OF WATER.

\_\_\_\_\_  
RULES OF WATERING:

- A. DO NOT LEAVE HOSE UNATTENDED IN YOUR PLOT.
- B. DO NOT TURN HOSE ON USING FULL WATER PRESSURE, EVER.
- C. DO NOT FLOOD PATHWAYS.
- D. ALWAYS SHARE THE HOSE IN YOUR SECTION WITH OTHERS.

\_\_\_\_\_  
DISCUSS OUR MANUAL (SHOW THEM THEIR PLOT NUMBER AND YOUR NAME AND TELEPHONE NUMBER ON INSIDE OF FRONT PAGE)

\_\_\_\_\_  
EXPLAIN THE TERM "COMMUNITY" AND THE IMPORTANCE OF US ALL WORKING TOGETHER.

\_\_\_\_\_  
EXPLAIN THE "VOLUNTEER" PROGRAM

- A. BOARD OF DIRECTORS
- B. GARDENMASTER'S COMMITTEE
- C. AREAS THAT ARE SUPERVISED, BY WHOM

DATE \_\_\_\_\_

\_\_\_\_\_  
MEMBER'S SIGNATURE

\_\_\_\_\_  
GARDENMASTER'S SIGNATURE

\_\_\_\_\_  
MEMBER'S SIGNATURE

**APPLICATION FOR MEMBERSHIP**

Wattles Farm is a non-profit educational corporation under the laws of the State of California. Its goals are to help its members learn to provide food for themselves and their families through cultivation of the soil, and to ensure that Wattles Farm continue to be used for providing food, Membership in Wattles Farm is open to anyone willing to undertake the responsibility of Actively cultivating a garden and contributing to the maintenance of the landscape on which it lies. Such membership requires a commitment and willingness to perform physical work on a continuing basis. Every member is responsible for the upkeep of his/her assigned garden space, as well as contributing to the maintenance of the overall garden and its surrounding pathways and grounds. Before signing this membership application, applicant must read the Wattles Farm Garden Manual to become familiar with the rules and regulations of the garden and with its current operating policies and procedures.

FEES: Entrance Fee (one time only)	\$15.00
Garden Manual (one time only)	\$ 2.00
Garden Key Deposit (\$4 refundable)	\$ 5.00
Dues	\$_____
<b>TOTAL DUE WITH THIS APPLICATION</b>	<b>\$_____</b>

**AGREEMENT**

I hereby apply for membership in Wattles Farm & Neighborhood Gardeners, Inc., also known as Wattles Farm. As a condition of membership, I agree to cultivate and maintain my assigned garden plot and to maintain its adjacent pathways and grounds in a manner acceptable to the garden rules at all times. I understand that I will be on probation for three months and if I do not follow the rules in the garden manual, I will be terminated without appeal. Should I neglect this obligation at any time after the probation period and receive a TWO WEEK verbal or written notice from my gardenmaster to make improvements, corrections or repairs, I will either do the necessary work within that two week period to fulfill my obligation, or relinquish the garden assigned to me to Wattles Farm. If the latter should occur, I will forfeit the annual membership fee, the entrance fee and return the garden manual and the garden key.

I further agree to spend the equivalent of one and on half hours per month doing community work during the Community Garden Cleanup Weekend usually held on the 2<sup>nd</sup> weekend of every month, working where I am assigned. I agree to attend the mandatory garden meetings. I understand that the neglect of these obligations may result in termination of my membership.

I understand that Wattles Farm carries no accident, liability or disability insurance for its members or their guests, only liability insurance covering the City of Los Angeles. One's personal insurance may apply to any personal injury received on the Wattles Farm premises.

I have read and understand the rules and regulations of Wattles Farm and agree to obey them, and accept the responsibilities outlined above.

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

Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
Gardenmaster

Please turn over to page 2 for new member(s) personal information

Rev. 8/13/09

**WATTLES FARM & NEIGHBORHOOD GARDENERS, INC.**

**MEMBER PERSONAL INFORMATION UPDATE  
EVERYONE IN THE GARDEN MUST FILL THIS OUT**

**PLOT #** \_\_\_\_\_

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOME TEL. #** \_\_\_\_\_ **WORK TEL #** \_\_\_\_\_

**CELL PHONE #** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_ **DIAL-UP** \_\_\_\_\_ **DSL** \_\_\_\_\_

**IN CASE OF EMERGENCY PERSON OR FAMILY TO CONTACT:**

**NAME(S)** \_\_\_\_\_

**HOME TEL #** \_\_\_\_\_

**CELL PHONE #** \_\_\_\_\_

**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.

**EXHIBIT-D**  
**Annual Performance Report**

The mission of the Recreation and Parks Partnership Division is to build productive relationships between or among a park site, district, region, or the Department as a whole, and a non-profit or for-profit organization that enhances resources to maximize the delivery of services and greater programming opportunities for communities, through expanding facility utilization.

In order to achieve and continue the above objectives, the Department must ensure that all ORGANIZATION obligations are being fulfilled and benefits to the community are being provided on a continuous basis. Please complete the following Performance Report and provide to the Department representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Annual Performance Reviews), the completed Performance Report must be submitted to the Department between June 5<sup>th</sup> and July 5<sup>th</sup> of each year of the AGREEMENT for each current year during the Term of the AGREEMENT.

The Annual Performance Report must cover all the information requested below.

**Organization Information:**

- On a monthly average, how many staff worked for your organization this past year and in what capacity?
- How many volunteers served over this past year and in what capacity?
- Among those on staff, how many are licensed or certified and in what field?
- How many volunteers or staff are residents of the community served?

**Program/Service Information:**

- How did you enhance gardening opportunities within the community?
- What are your goals and objectives for this collaborative relationship?
- How much progress was made on your goals and objectives over this past year?
- Were there any changes to the scope of work or plans for the year, and if so, what changed?
- What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
- What efforts are being taken to maximize the gardening experience to as many people as possible at this site?
- How do you gauge public satisfaction with the program or services offered?

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.

Attachment 3

Wattles Farm and Neighborhood Gardeners, Inc. Board Members

Toby Leaman, President

Reed Poverny, 1<sup>st</sup> Vice President, Secretary

Vladimir Shindich, 2nd Vice President

Vern Knoop, Treasurer

Sina Rahmani, Assistant Treasurer

Yakov Gitman

Kevin Kane

Amir Korangy

Ruth Murphy

Gina Thomas

Reggie Gooch, Emeritus

Norton Kirschbaum, Emeritus

**BOARD REPORT**

NO. 16-229

DATE November 16, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GENERAL PARK BUILDING CONSTRUCTION SERVICES – AMENDMENT TO THE SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 3465 WITH USA SHADE & FABRIC STRUCTURES, INC.

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
\*N. Williams NDW

  
General Manager

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

RECOMMENDATIONS

1. Approve a proposed Amendment to the Supplemental Agreement to Contract No. 3465, herein included as Attachment 1, between the City of Los Angeles Department of Recreation and Parks (RAP) and Shade Structures, Inc. dba USA Shade & Fabric Structures, Inc., for general park building construction services at various park facilities, to reflect changes in the corporate structure of the company, subject to approval of the Mayor in accordance with Executive Directive No. 3, of the City Council, and of the City Attorney as to form;
1. Reaffirm, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks, and that it is more feasible, economical and in the Department's best interest to secure these services by contract;
2. Direct the Board Secretary to transmit forthwith the proposed Amendment to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney, for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Amendment upon receipt of the necessary approvals; and
4. Authorize the General Manager, or Designee, to make technical corrections as necessary to the contract to carry out the intent of this Report.

SUMMARY:

On April 3, 2013, the Board approved a Request for Qualifications (RFQ) for General Park Building Construction Services at various park facilities (Report No. 13-088). The RFQ was released on

## BOARD REPORT

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April 5, 2013. On May 14, 2013, RAP received seven proposals in response to the RFQ, including one from USA Shade & Fabric Structures, Inc.

On June 5, 2013, the Board awarded General Park Building Construction Services contracts to four of the seven contractors, which included USA Shade Structures (Report No. 13-145). Contract No. 3465 between RAP and USA Shade & Fabric Structures, Inc. was executed on August 16, 2013 for a term of three (3) years.

In January 2014, Shade Structures, Inc., a subsidiary of PlayPower, acquired certain assets relating to the modular division of USA Shade & Fabric Structures, Inc. The change of ownership became effective February 2014. Shade Structures, Inc. informed RAP of the change in ownership, stating it would still be doing business as USA Shade & Fabric Structures, because USA Shade & Fabric Structures, Inc. is an established brand (see Exhibit A).

On July 13, 2016, the Board approved the Supplemental Agreement to the contracts with USA Shade & Fabric Structures, Inc. and the other three contractors to extend the contract terms from three (3) years to six (6) years (Report No. 16-158).

On October 6, 2016, Shade Structures, Inc. provided RAP with a signed letter on its USA Shade & Fabric Structures company letterhead indicating of its acquisition and name change to Shade Structures, Inc. dba USA Shade & Fabric Structures and that the current address remains the same at 8505 Chancellor Row Dallas, TX 75247 (see Exhibit B).

The Amendment to the Supplemental Agreement to Contract No. 3465 will address the change in ownership and name change by replacing Section 1 of the Contract ("Parties to Contract, Representatives and Notice") with the new legal entity's contact information. Additionally, because Shades Structures, Inc. continued to provide services to RAP after the change in ownership occurred, RAP is adding a ratification clause to the contract to enable RAP to pay for the services rendered while this Amendment awaits approval and execution. In order to add the ratification clause, the last section of the contract, "Section 7 – Incorporation of Documents," has been renamed "Section 8 – Incorporation of Documents," and Section 7 is now "Section 7 – Ratification."

RAP is seeking authorization for the Board President and Secretary to execute the Supplemental Agreement with this Amendment, subject to the approval of the Mayor and City Council, and of City Attorney as to form. All other terms and conditions of the contract remain unchanged.

### Charter 1022 Determination

On March 29, 2013, the Personnel Department determined that there was insufficient staffing at RAP and in the City to provide as-needed general park building construction services which include:

- 1) general park building construction
- 2) pre-fabricated concrete buildings
- 3) pre-fabricated building
- 4) shade structures

## BOARD REPORT

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In Report No. 13-145, which was approved June 5, 2013, the Board found that it was more economical, feasible and in RAP's best interest to secure these services by contract.

### FISCAL IMPACT STATEMENT:

Executing the Amendment will impact RAP's General Fund 302/88, Account 3040, because there are outstanding monies due; the contract is as-needed, and will potentially affect the same account, depending on what work is needed by RAP from this Contractor.

It should be noted that this Contractor is providing services to other City departments. In those cases, the funding comes from the City General Fund because the sites being serviced are not part of RAP.

This report was prepared by Kai Wong, Management Analyst II, Contracts Administration, Finance Division.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Supplemental Agreement to Contract 3465 – Proposed Amendment
- 2) Exhibit A – signed Play Power Letterhead dated February 20, 2014
- 3) Exhibit B – signed USA Shade & Fabric Structures Letterhead dated October 6, 2016



**AMENDMENT  
TO THE SUPPLEMENTAL AGREEMENT  
TO CONTRACT NO. 3465  
FOR  
GENERAL PARK BUILDING CONSTRUCTION SERVICES  
AT VARIOUS PARK FACILITIES**

THIS AMENDMENT TO THE SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 3465 (AMENDMENT) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, hereinafter referred to as "CITY", and SHADE STRUCTURES, INC. dba USA SHADE & FABRIC STRUCTURES, a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on August 16, 2013, CITY and USA Shade & Fabric Structures, Inc., entered into CONTRACT NO. 3465 ("CONTRACT") for General Park Building Construction Services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, CONTRACT expired on August 15, 2016 and a Supplemental Agreement was approved to extend it until August 15, 2019; and,

WHEREAS, USA Shade & Fabric Structures, Inc. was purchased by CONTRACTOR, with an effective date of change of ownership of January 30, 2014; and,

WHEREAS, CONTRACTOR continues to do business as Shade Structures, Inc. dba USA Shade & Fabric Structures; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to reflect the new corporate structure at Shade Structures, Inc. dba USA Shade & Fabric Structures and continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, CONTRACTOR has retained the infrastructure and the services of all employees at USA Shade & Fabric Structures, Inc.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 1. PARTIES TO CONTRACT, REPRESENTATIVES, AND NOTICE

Delete the Section in its entirety and replace with:

"SECTION 1 – PARTIES TO CONTRACT, REPRESENTATIVES, AND NOTICE

1.1 Parties

The parties to this Contract are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the Department of Recreation and Parks, having its principal office at 221 North Figueroa Street, 3<sup>rd</sup> Floor, Los Angeles, California 90012.

CONTRACTOR – Shade Structures, Inc., dba USA Shade & Fabric Structures, having its principal office located at 8505 Chancellor Row Dallas, TX 75247.

## 1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

CITY's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

With copies to:

Cathie Santo Domingo, Superintendent  
Planning, Construction, and Maintenance Branch  
221 North Figueroa Street, Suite 400  
Los Angeles, California 90012

Telephone Number: (213) 202-2668  
Fax Number: (213) 202-2612

CONTRACTOR'S representative will be:

Elizabeth Norton  
Shade Structures, Inc. dba USA Shade & Fabric Structures  
1085 N. Main Street, Suite C  
Orange, CA 92867

Telephone Number: (323) 490-9502  
Fax Number: (714) 538-2440  
Email: enorton@usa-shade.com

Virgina I. Marquez  
Shade Structures, Inc. dba USA Shade & Fabric Structures  
8505 Chancellor Row  
Dallas, TX 75247

Telephone Number: (214) 260-4539  
Fax Number: (714) 905-9514  
Email: vmarques@usa-shade.com

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five (5) working days of the change.”

2. SECTION 7. INCORPORATION OF DOCUMENTS

Delete “Section 7 – INCORPORATION OF DOCUMENTS” in its entirety and replace with the following:

“SECTION 7 – RATIFICATION

At the request of the CITY, and because of the urgent need therefore, CONTRACTOR began performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, CITY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR’s performance as such services.”

3. SECTION 8. INCORPORATION OF DOCUMENTS

Add the following section:

“SECTION 8 – INCORPORATION OF DOCUMENTS

This contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09).”

All other terms and conditions of the CONTRACT shall remain unchanged.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Supplemental Agreement to Contract No. 3465 to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.

BY: \_\_\_\_\_  
President

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

BY: \_\_\_\_\_  
Secretary

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

SHADE STRUCTURES, INC. dba USA SHADE & FABRIC STRUCTURES, a Corporation

BY: \_\_\_\_\_  
President

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

BY: \_\_\_\_\_  
Secretary

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

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_  
Strefan E. Fauble  
Deputy City Attorney III

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

EXHIBIT A



PlayPower, Inc.  
11515 Vanstory Drive, Suite 100  
Huntersville, NC 28078  
704-949-1603

February 20, 2014

Re: Shade Structures, Inc.  
Acquisition of USA Shade & Fabric Structures

To Whom It May Concern:

Please be advised that on January 30, 2014, Shade Structures, Inc., a 100% owned subsidiary of PlayPower, Inc. acquired certain assets relating to the modular division of USA Shade and Fabric Structures, Inc. Shade Structures will continue to do business as USA Shade and Fabric Structures. The prior entity, USA Shade and Fabric Structures, Inc. will change its name to FabriTec Structures, LLC.

Shade Structures, Inc. acquired all the people, operations and other assets necessary to ensure that customers will continue to receive the same great service and high quality products that USA Shade has delivered in the past. Headquartered in Charlotte, NC, PlayPower is a leading global provider of play, sport and recreation facilities and equipment with over 1100 employees and manufacturing facilities in USA, Sweden and the United Kingdom.

Please do not hesitate to call me at (704) 949-1603 if you have any further questions or need additional information.

Thank you for your support and understanding during this transition.

Best regards,

Shade Structures, Inc.

A handwritten signature in blue ink, appearing to read "Michael A. Pruss".

Michael A. Pruss  
Executive Vice President,  
Chief Financial Officer and Secretary  
Phone: (704) 949-1603  
Fax: (704) 948-3447  
Email: mike.pruss@playpower.com



Miracle

HAGS





**USASHADE**  
& Fabric Structures

EXHIBIT B

Corporate Headquarters  
8505 Chancellor Row Dallas, TX 75247  
P. 214.905.9500 F. 214.905.9514 TF. 800.966.5005

10/6/16

Jim Newsom  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 200  
Los Angeles, CA 90012

This letter is to inform you of our acquisition on January 30, 2014. Our previous company name was USA Shade & Fabric Structures, Inc. at 8505 Chancellor Row Dallas, TX 78247. Our new company name is now Shade Structures, Inc. DBA USA Shade & Fabric Structures and current address remains the same at 8505 Chancellor Row Dallas, TX 75247. All future payments should be mailed to that address. The letter attached is proof of when the acquisition became effective. If you have any questions please feel free to contact Virginia Marquez at [vmarquez@usa-shade.com](mailto:vmarquez@usa-shade.com).

Sincerely,  
Shade Structures, Inc.

John Saunders, President



**BOARD REPORT**

NO. 16-230

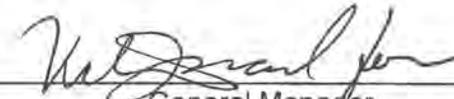
DATE November 16, 2016

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS - REQUEST FOR QUALIFICATIONS**

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>

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

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

RECOMMENDATIONS

1. Approve a proposed Request for Qualifications (RFQ) for Fence Installation, Maintenance and/or Repairs, herein included as Attachment 1, for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year per awarded contract, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form;
3. Authorize Department of Recreation and Parks (RAP) staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Department of Recreation and Parks (RAP) is in need of roofing construction, retrofit, maintenance and/or repair service contracts, which current staffing provides on a limited basis; therefore, one or more roofing construction, retrofit, maintenance and/or repair contracts are required. There is a Citywide roofing contract with Best Roofing (Contract No. 59303), which RAP staff is currently using for various roofing projects. Historically, RAP roofing staff has had major challenges with the use of the Citywide contract. Such challenges include but are not limited to:

- 1) Contractor cannot specify a "turnkey" roofing system to be installed,
- 2) Contractor does not have a design and/or engineering option, and
- 3) There is no competitive bidding for RAP's roofing projects.

## BOARD REPORT

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Since the specification on the Citywide roofing contract doesn't meet RAP needs, RAP staff has issued a Request for Qualification (RFQ) for As-Needed Roofing Repairs, Maintenance, Retrofit and/or Construction on November 20, 2103 (Report No. 13-288). There were two responses from Best Contracting Services, Inc. and Bravo Roofing, Inc. in which Bravo Roofing, Inc. (Contract 3503) was awarded for completing the RFQ and meeting the specification requirements (Report No. 14-164, June 26, 2014).

On February 17, 2016, RAP was granted permission to enter into a cooperative purchasing contract with Garland/Design Building Solution, Inc. for roofing construction, retrofit, maintenance and/or repair services (Report No. 16-057). With two roofing contractors, RAP would be able to obtain competitive pricing and efficient time management of maintaining and expanding the park system infrastructure at over 420 park locations under the jurisdiction of RAP.

All three contracts will be expiring within the next 12 months. RAP staff is requesting to issue a RFQ for Roofing Construction, Retrofit, Maintenance and/or Repair Services in order to establish a new list of roofing contracts before the current three (3) roofing contracts expire.

Staff is ready to release, at the direction of the Board, a RFQ to be advertised pursuant to Mayor's Executive Directive No. 14, which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's..." In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by RAP. The Planning, Construction and Maintenance Branch, which oversees the RAP's construction and maintenance projects, has reviewed and provided input on the RFQ.

A pre-qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14.

### Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualifications cannot be verified by RAP staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all compliance and submittal documents as required per City Ordinance. The responder must successfully pass Level I before staff can proceed to Level II.

If any responders are determined to be successful in meeting the City's minimum qualifications requirements pursuant to the Level I evaluation and submitted all required documents for Level II evaluation, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Branch, within the terms of this

## BOARD REPORT

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contract. Projects will be awarded solely on the prices submitted by the vendors.

The selected responders will be recommended to the Board for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year, per contract. The contract amount is an estimate, and RAP guarantees no minimum amount of business or compensation and does not guarantee that the contract maximum amount will be reached. It is RAP's intent to allow other City Departments to piggyback on the contract. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts. Funding for projects will be provided from various funding sources.

### FISCAL IMPACT STATEMENT

Releasing the RFQ has no fiscal impact on RAP's General Fund as funding will be identified on a per-project basis.

This Report was prepared by Kai Wong, Management Analyst II.

### LIST OF ATTACHMENT(S)

- 1) Proposed Request for Qualifications



# REQUEST FOR QUALIFICATIONS



## City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

### ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS

**Mandatory Pre-Qualification Conference: TBD**  
**Non-Mandatory Technical Review Meeting: TBD**  
**Submission Deadline: TBD**

#### RESPONDENT'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed*

**Organization Name:** \_\_\_\_\_

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

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

**REQUEST FOR QUALIFICATIONS FOR  
ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS  
VARIOUS WORK ORDER NUMBERS**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
FOUR MILLION DOLLAR (\$4,000,000.00) AMOUNT OF CONTRACT  
PER YEAR, PER CONTRACTOR, PER CONTRACT

**IMPORTANT DATES / LICENSE REQUIREMENTS**

**MINIMUM LICENSE REQUIREMENTS:**

California Contractor's License "C-39"(Roofing Contractor)

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on TBD, 2016 at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than **1:00 p.m. on TBD, 2016.**

**Two (2) complete RFQ documents** (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a third, unbound, copy and a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for **ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS**  
– RESPONSE ENCLOSED

Name and Address of Firm

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**RESPONDENT'S CHECKLIST**

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p><b>COMPLETED, SIGNED ORIGINALS</b>            The Response consists of <b>two (2) originals</b>, each set containing original initials and signatures, the complete RFQ document, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>A <u>scanned PDF electronic copy</u> have been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<hr/> <hr/> <hr/> <hr/>
<p><b>LICENSE INFORMATION</b>            Professional license information is included.</p>	<hr/>
<p><b>RIGHT TO REJECT RESPONSES</b>            In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<hr/>
<p><b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b>            Respondent acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<hr/>
<p><b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b>            Respondent has completed all requests for information and answered all questions.</p>	<hr/>
<p><b>NON-COLLUSION AFFIDAVIT</b>            Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see <b>Exhibit C</b>)</p>	<hr/>
<p><b>MUNICIPAL LOBBYING ORDINANCE</b>            Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See <b>Exhibit C</b>)</p>	<hr/>
<p><b>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS</b>            Respondent has fully read and understood the "Introduction, Respondent's Instruction and Submittal" section of this RFQ.</p>	<hr/>
<p><b>COMPLIANCE DOCUMENT PACKET</b>            Respondent has completed the checklist and all required items in the Compliance Document Packet attached in <b>Exhibit C</b>. <b>VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</b></p>	<hr/>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

ITEM DESCRIPTION	INITIALS
<b>FORM A – H INDEX</b>	
<b>FORM A: CONTRACTOR GOVERNMENTAL REFERENCE SHEET(S)</b> Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.	_____
<b>FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S)</b> Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.	_____
<b>FORM C: PROJECT QUALIFICATION FORM(S)</b> Respondent read, signed and submitted one completed form for each qualifying project.	_____
<b>FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED)</b> Respondent has read, signed, and submitted the Information Release Form.	_____
<b>FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED)</b> Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."	_____
<b>FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE</b> Complete and sign form or mark "Not Applicable."	_____
<b>FORM G: OUT-OF-STATE BIDDERS</b> Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."	_____
<b>FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION</b> Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."	_____
<b>EXHIBIT A-C INDEX</b>	
<b>EXHIBIT A: SPECIFICATIONS &amp; PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS</b> Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A).	_____
<b>EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS</b> Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.	_____
<b>EXHIBIT C: COMPLIANCE DOCUMENT PACKET</b> See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. <b>ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</b>	_____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**NAME OF RESPONDENT** \_\_\_\_\_

**RESPONDENT'S ADDRESS** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

➤ **RESPONDENT'S TELEPHONE NUMBER** \_\_\_\_\_

➤ **RESPONDENT'S FAX NUMBER** \_\_\_\_\_

➤ **RESPONDENT'S EMAIL ADDRESS** \_\_\_\_\_

➤ **BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** \_\_\_\_\_

➤ **RESPONDENT'S CHECK LIST**

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

\_\_\_\_\_  
Initial

**BY:**  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE OR POSITION:** \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

## INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, Internet service, or plan room distributor other than the Department of Recreation and Parks, Planning, Construction and Maintenance Branch to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months or one hundred eighty (180) days after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

**The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.**

### DESCRIPTION OF REQUESTED SERVICES

Roofing Construction, Retrofit, Maintenance and/or Repairs

### EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

**RAP CONTACT FOR INFORMATION AND ASSISTANCE**

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the Contract Administrator:

Jim Newsom  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 200  
Los Angeles, California, 90012

Phone: 213-202-2678  
Fax # 213-202-2612 (Cover sheet required)  
E-mail: jimmy.newsom@lacity.org

**MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend a pre-qualification meeting scheduled for TBD, **2016**, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

**NON-MANDATORY TECHNICAL REVIEW MEETING**

The non-mandatory technical review meeting is scheduled for 9:30 a.m., TBD , 2016 at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefits.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

**SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than 1:00 p.m. on, TBD 2016 of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

**REVIEW OF RESPONSES**

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

**REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ**

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

**RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES**

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

**RFQ SUBMITTAL ITEMS**

Respondents must submit the following:

- Two (2) complete original RFQ Responses, AND
- A scanned PDF electronic copy of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Each original Response must include the RFQ document with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012**. All envelopes must show the contract title and the Responder's name and address, with **"RESPONSE ENCLOSED"** indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates/License Requirements". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED**. City staff will then review the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses plus the extra unbound copy and electronic copy as required may result in your Response being deemed non-responsive.**

### **USE OF CITY-ISSUED FORMS**

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

### **SIGNATORIES AND SIGNATURE BLOCKS**

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with the Response may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **LICENSE INFORMATION**

Respondent shall provide on page 1 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

## **PROTEST PROCEDURES**

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests are received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

## **RESPONDENT QUALIFICATIONS/EVALUATION**

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

## **DEFINITIONS:**

The design, engineering and construction of all new roofing systems, skylights, roof access hatch covers, roof drains and gutter systems for all municipal building structures. The type of roofing systems that may be used includes but is not limited to metal (Metal roof systems, standing seam, structural and architectural), torch down, self adhered, hot mopped, tile (ceramic, concrete, clay), asphalt composition roofing shingle systems and tapered roof insulation systems. Roofing Maintenance and/or repairs may include minor or major repairs to existing roof systems throughout the City. Such retrofit may include the hazardous materials surveys and abatement, re-design and engineering of existing roofing systems and/or repairs to existing trust and/or roofing systems.

## **MINIMUM QUALIFICATIONS:**

**General Requirements all Respondents MUST meet:**

**Years in Business:** Unless otherwise stated, qualified Responders must have been in good standing with the California Contractor's License Board under a "C-39" Roofing Contractors License for the last ten (10) years. Projects must have been performed in the State of California with valid California Contractors Licenses. Respondents must have directly managed and/or performed 85% of the work. The work must have been performed under a California Contractor's License "C-39" (Roofing Contractor) and in good standing at the time of work. Respondents must provide the following qualifications to meet the minimum requirement for this RFQ:

- \* Provide a minimum of ten (10) new and/or retrofit roofing projects with a minimum of 10,000 square feet (SF) each. All projects must have been performed from May 2008 to present. All projects must have been performed in Los Angeles County.**

**All Qualification projects must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**Office Locations:** Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

**Compliance History:** All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

- 1) Respondents must have current licenses and be in good standing with The California State License Board as follows:
  - a) California Contractor's License "C-39" (Roofing Contractor)
- 2) Must meet all current bonding requirements with the City of Los Angeles.

**REQUIRED DOCUMENTATION:**

**a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)**

- (1) Provide a brief narrative on the firm's history, organizational structure and years in business;
- (2) Discuss the firm's ability to provide the scope of work or range of services identified in this RFQ;
- (3) Identify the locations and sizes of the corporate headquarters and branch offices;
- (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).

**b. Professional Experience and Qualifications**

- A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
- B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).
- C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.

**3. Performance Bond**

A Performance Bond may be required once a project is awarded to CONTRACTOR: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Jim Newsom, 202 North Figueroa Street, Suite 200, Los Angeles, CA 90012.

**NOTE:** Bonds must also be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

4. Relevant Project Experience

**All qualifications MUST be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.**

**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS**

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

**COMPLIANCE DOCUMENTS**

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder’s Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)

Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.

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**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

- **Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<u>18%</u>
WBE Participation:	<u>4%</u>
SBE Participation:	<u>25%</u>
EBE Participation:	<u>8%</u>
DVBE Participation:	<u>3%</u>

- **Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)**  
Please read the instructions in Exhibit C, Section H.
- **Los Angeles Residence Information (Section I.I of Exhibit C)**
- **Reporting Requirements After Award of Contract (Section I.J of Exhibit C)**
- **Equal Employment Practices Certification (Section I.K of Exhibit C)**
- **Child Care Policies (Section I.L of Exhibit C)**
- **Iran Contracting Act of 2010 (Section I.M of Exhibit C)**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within 10 calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- Equal Benefits Ordinance Statement
- City-approved Proof of Insurance
- City-approved Performance Deposit
- First Source Hiring Ordinance
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit

Failure of the successful Respondent to submit all the required documents in section 'n' through 'v' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

**LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS**

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

**AFFIRMATIVE ACTION PLAN**

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

**PREVAILING WAGES**

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

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contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

**CONTRACTOR RESPONSIBILITY ORDINANCE**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **INSURANCE REQUIREMENTS**

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

## **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

**CONTRACTOR PARTICIPATION**

The awarded Contractor shall perform 85% of the total portion of all projects awarded to its own organization. Contractor may subcontract up to 15% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

**COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

**SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

**SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

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2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C. Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

**Presentation of Documents:**

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

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**FORM A**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**

**CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM B**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**

**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

---

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM D**

**Request for Qualifications:**

**Roofing Construction, Retrofit, Maintenance and/or Repairs**

**DEPARTMENT OF RECREATION AND PARKS**

**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

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

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

Signature: \_\_\_\_\_

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

Firm's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

# FORM E

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
					\$
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  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

### CERTIFICATE HOLDER

### CANCELLATION

City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 124D Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2001/08)

© ACORD CORPORATION 1988

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FORM F**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

City of Los Angeles

**Applicant's Declaration of Self-Insurance**

It is hereby **RESOLVED** that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

- To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
- During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
- To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012 for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(City)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City.
--------------------	---

**FORM G**  
**Request for Qualifications:**  
**Roofing Construction, Retrofit, Maintenance and/or Repairs**  
**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: \_\_\_\_\_

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

FORM H

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

Name of contact person: Title:
Department: Phone:
Signature: Date:

Section 2: Contractor and Contract Information

Company Name: Federal ID #:
Company Address:
City: State: Zip:
Purpose: BAYN Contract ID:
Start Date: End Date: Amount:

Section 3: Basis for Exemption - Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY
Approved: Not Approved. (See attached memorandum.)
OCC Analyst: Date:

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

Form OCC/SDO-2 (08/11)

IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

# EXHIBITS A – C INDEX

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## EXHIBIT A

Request for Qualifications:

Roofing Construction, Retrofit, Maintenance and/or Repairs

### ***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

#### **ARTICLE 1**

##### **SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

#### **ARTICLE 2**

##### **SPECIFICATIONS**

##### **PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

#### **ARTICLE 3**

##### **LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

#### **ARTICLE 4**

##### **MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

## **EXHIBIT A**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

### **ARTICLE 5 NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

### **ARTICLE 6 ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

### **ARTICLE 7 DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

### **ARTICLE 8 LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License:  
a) "C-39" (Roofing Contractor)

### **ARTICLE 9 TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

### **ARTICLE 10 CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Four Million Dollars (\$4,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

### **ARTICLE 11 TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

### **ARTICLE 12 SUBCONTRACT APPROVAL**

## EXHIBIT A

### Request for Qualifications:

#### Roofing Construction, Retrofit, Maintenance and/or Repairs

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

### 12.1 SUBLETTING AND SUBCONTRACTORS

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
    - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
  3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
  4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
  5. All requests for approval of Subcontractors must contain the following information:
    - A. Project Name
    - B. Project Work Order Number
    - C. Subcontractor's Name
    - D. Subcontractor's Business Address
    - E. Subcontractor's Business Phone Number
    - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)

## EXHIBIT A

### Request for Qualifications: Roofing Construction, Retrofit, Maintenance and/or Repairs

- G. Subcontractor's State of California Contractor License Number  
H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number  
I. Dollar Amount of Work to be performed  
J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
  7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
  8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
  9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
  10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
  11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

## 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.

## EXHIBIT A

### Request for Qualifications: Roofing Construction, Retrofit, Maintenance and/or Repairs

- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

### 12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.

## EXHIBIT A

### Request for Qualifications:

#### Roofing Construction, Retrofit, Maintenance and/or Repairs

2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### ARTICLE 13

#### PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### ARTICLE 14

#### PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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### 14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right

**EXHIBIT A**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15  
WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR’s profession, doing the same or similar work under the same or similar circumstances.

**ARTICLE 16  
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17  
REPRESENTATIVES FOR THE PARTIES  
CONTRACTOR’S REPRESENTATIVE**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**PERSON TO CONTACT FOR CONSTRUCTION SERVICES:**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CITY’S REPRESENTATIVE**

**Jim Newsom**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
**6335 WOODLEY AVE**  
**VAN NUYS, CA 91406**  
**Phone: (818) 756-9294**  
**Fax # (818) 980-9786 (Coversheet Required)**

**E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)**

**ARTICLE 18  
CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

**ARTICLE 19  
INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

**ARTICLE 20  
OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 21  
NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

**ARTICLE 22  
SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 23  
FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE 24  
SEVERABILITY**

## EXHIBIT A

### Request for Qualifications: Roofing Construction, Retrofit, Maintenance and/or Repairs

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

#### **ARTICLE 25** **GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

#### **ARTICLE 26** **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

#### **ARTICLE 27** **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

##### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

##### **27.2 Insurance**

###### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable

## **EXHIBIT A**

### **Request for Qualifications:**

#### **Roofing Construction, Retrofit, Maintenance and/or Repairs**

to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

## **ARTICLE 28**

### **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

## **ARTICLE 29**

### **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

## **ARTICLE 30**

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

#### **"General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
  - a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;

## EXHIBIT A

### Request for Qualifications:

#### Roofing Construction, Retrofit, Maintenance and/or Repairs

- b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
  3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account

## **EXHIBIT A**

### **Request for Qualifications:**

#### **Roofing Construction, Retrofit, Maintenance and/or Repairs**

referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **4. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

#### **ARTICLE 31**

##### **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

#### **ARTICLE 32**

##### **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

#### **ARTICLE 33**

##### **CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

#### **ARTICLE 34**

##### **CLEAN AIR/CLEAN WATER**

## **EXHIBIT A**

### **Request for Qualifications:**

#### **Roofing Construction, Retrofit, Maintenance and/or Repairs**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### **ARTICLE 35**

#### **ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

### **ARTICLE 36**

#### **SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

### **ARTICLE 37**

#### **ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

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

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

# EXHIBIT B

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

Form Gen 146 (Rev. 9/06)

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: 10/06/2016

Agreement/Reference: RFQ - Roofing Construction, Retrofit, Maintenance and/or Repairs

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

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

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



**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**EXHIBIT C**

**COMPLIANCE DOCUMENTS**

**REQUEST FOR QUALIFICATIONS**

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 200  
Los Angeles, CA 90012  
Telephone: (213) 202-2678  
Fax: (213) 202-3214  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2016



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR QUALIFICATIONS**  
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CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

**Individual:**(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

**Partnership:**At least ONE General Partner must sign the affidavit.

**Corporation:** It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_  
being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of \_\_\_\_\_  
(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED,  
INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.

**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposer \_\_\_\_\_ Date \_\_\_\_\_

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs

**CITY OF LOS ANGELES**

**CONTRACTOR RESPONSIBILITY ORDINANCE**

**(Los Angeles Administrative Code Section 10.40 et seq.)**

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

**3. Who is responsible for the administration and enforcement of the Ordinance?**

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
  
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

**18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

**(1) Agreements exempt from all the CRO requirements:**

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

**(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.**

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY  
QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_  
List the corporation's current officers.  
President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.  
List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?  
 Yes  No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?  
 Yes  No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?  
 Yes  No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.  
[CPCC §20101(a)]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect

Legally Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1: \_\_\_ YR 2: \_\_\_ EMR-2: \_\_\_ YR. 3: \_\_\_ EMR-3:

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If, **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.  
 Check the box if you have not had any similar contracts in the last five years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?  
 Yes  No
- (b) Work performance on a contract?  
 Yes  No
- (c) Employment-related litigation brought by an employee?  Yes  No

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

**Yes**  **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

**Yes**  **No**

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

**Yes**  **No**

26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**  **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs  
ATTACHMENT B FOR SECTIONS D THROUGH I**

**RFQ EXHIBIT C  
CONSTRUCTION**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**

## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice LOCAL****ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

**SECTION E**

**CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:  
<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs**

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty ( 30 ) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

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Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**SECTION F**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soc&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soc&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

**CITY OF LOS ANGELES****LIVING WAGE ORDINANCE****(Los Angeles Administrative Code Section 10.37 et seq.)****1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

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**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

**Request for Qualifications:  
Roofing Construction, Retrofit, Maintenance and/or Repairs**

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

**11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

**12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to

Child Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children twelve (12) years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO –DEPARTMENTAL EXEMPTION APPLICATION EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>▪ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:               <ul style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ <u>  0  </u></li> </ul> </li> <li>3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-16 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>	Fill and Submit the LW-18 Form.
I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that <b>should the entity listed above cease to qualify</b> for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, <b>the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.</b>	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____ Phone # _____	Date _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____ Dept Contact: _____	Contact Phone: _____ Contract #: _____
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
_____	Date _____
<b>ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
_____	Contact Phone: _____
_____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least t w e l v e ( 12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES**  
**BUSINESS INCLUSION PROGRAM (BIP) FOR A**  
**REQUEST FOR QUALIFICATIONS (RFQ)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFQ
WBE Participation:	See RFQ
SBE Participation:	See RFQ
EBE Participation:	See RFQ
DVBE Participation:	See RFQ

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least 10% or more, and the veteran must reside in California.
8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684      FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600      FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  
  - d. Southern California Minority Supplier Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960      FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. **Business Inclusion Program Outreach documentation:** The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. **Subcontract:** For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. **Subconsultant:** An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. **Vendor and/or supplier:** A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

**C. BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

***Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.***

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	<b>ATTENDED PRE-SUBMITTAL MEETING</b>
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

***Required Documentation:*** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

***Required Documentation:*** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

<b>4</b>	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ

submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

**1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)**

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

**2. Task Work Order List of Subconsultants (Schedule B)**

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

**3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)**

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

**SECTION H**

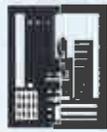
**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



City Ethics Commission  
200 N. Spring Street  
City Hall — 34th Floor  
Los Angeles, CA 90012  
Mail 9100-129  
(213) 878-1950

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

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

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within

The City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT** ▲

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date

**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs**



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable): \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_

Description of Contract (title of RFP and services to be provided): \_\_\_\_\_

City Department Awarding the Contract: \_\_\_\_\_

**BIDDER INFORMATION**

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**SCHEDULE SUMMARY**

*Please complete all three of the following:*

1. **SCHEDULE A — Bidder's Principals (check one)**

The bidder is the individual listed above and has no other principals (Schedule A is not required).

The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. **SCHEDULE B — Subcontractors and Their Principals (check one)**

The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).

The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

**BIDDER'S CERTIFICATION**

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

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

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

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

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs**



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1950  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

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

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



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

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

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

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

**SECTION L**

**NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION** ▲

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

## CITY OF LOS ANGELES

### NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

#### I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

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

- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification – The Contractor by its signature  
affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
CITY, COUNTY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE/E-MAIL

**SECTION M  
CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

**CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE  
ALL ITS VENDORS TO ADOPT A STATED POLICY ON  
CHILD CARE. TO THE EXTENT PERMITTED BY LAW,  
VENDORS WITH STATED CHILD CARE POLICIES  
SHALL RECEIVE PREFERENCE IN CONTRACTING  
WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –  
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds,

**Request for Qualifications:**

**Fence and Wall Installation, Maintenance and/or Repairs**

goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS**  
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE**  
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS**  
Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. COUNSELING OF A SELF-SUPPORTING CENTER**  
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

- K. **START-UP OF A SELF-SUPPORTING CENTER**  
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.
- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**  
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. **FLEXIBLE WORK HOURS**  
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.
- N. **FLEXIPLACE/WORK-AT-HOME**  
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. **PERMANENT PART-TIME/JOB SHARING**  
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE**  
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. **UNPAID PARENTAL LEAVE**  
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**  
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

**CITY OF LOS ANGELES  
VENDOR CHILD CARE POLICY PROGRAM  
CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

**Part One** YES    NO  
**DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?**       
 If YES, please attach a copy

**Part Two**       
**DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?**  
 If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

**I HAVE READ AND COMPLETED:**

(Signed) _____	(Date) _____
----------------	--------------

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: _____	Expiration Date: _____
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**SECTION N**

**IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE (1)** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Appr oval (Signature)</i>	<i>(Print Name)</i>

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

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

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected Proposer**

**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS		
						-						

New Format:

ACCOUNT NUMBER													FUND		CLASS				
													-						

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Explanation:

SECTION Q

AFFIRMATIVE ACTION PLAN



Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**SECTION R**  
**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION S**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**SECTION T**  
**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION U**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE  
ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LW-5

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Awarding Department: _____	
4. Project Name: _____	
<p><b>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</b></p>	

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Type of Service Provided by Subcontractor to Prime: _____	
4. Amount of Subcontract: _____	Subcontract Start Date: ____/____/____
	End Date: ____/____/____
<p>By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.</p>	
Print Name of Person Completing This Form: _____	Signature of Person Completing This Form: _____
Title: _____	Date: _____
Phone #: _____	



**LWO – SUBCONTRACTOR INFORMATION FORM  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO**

RFQ EXHIBIT C

**This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution.  
INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

**SECTION II: SUBCONTRACTOR INFORMATION**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (e)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b> If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .						
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED			
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Occupational license required Collective bargaining agreement w/supersession language			LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Governmental Entity			NONE REQUIRED.			
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form			LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
2) Subcontractor Information Form			LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
<b>SECTION V: SIGNATURE</b>						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
<b>AWARDING DEPARTMENT USE ONLY:</b>						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

**ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
- (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

<sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

<sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

<sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

# LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

## EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

3. Are you a Subcontractor?      Yes      No    If YES, state the name of your Prime Contractor:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises):

5. STATE the total number of businesses you have inside the City of Los Angeles premises only:

**SECTION I: BUSINESS INFORMATION**

**CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:**

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
I am a lessee or licensee beginning my first year of operation as a business.	None Required.
I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY boxes in PART A, continue to Section II.

**SECTION II: EMPLOYEE INFORMATION**

**CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:**

PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  <b>OR</b> Payrolls for the nine (9) months you would like to have reviewed.

If you DID NOT check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

\_\_\_\_\_  
Print Name of Person Completing This Form

\_\_\_\_\_  
Signature of Person Completing This Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

**OCC USE ONLY:**

Approved/Not Approved – Reason: \_\_\_\_\_

By OCC Analyst: \_\_\_\_\_

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



**SECTION V**

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

**SDO COMPLIANCE**

**CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LABAVM ( [www.labavm.org](http://www.labavm.org)) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVM, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance: Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2626; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS**

1. I, Jon Doe am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>10786</u>			
BAVN Company Id	EBVTH		
<u>J and Y Inc - JIA TEST COMPANY</u>			
Company Name			
<u>1234 N Main St</u>	<u>Los Angeles</u>	<u>AL</u>	<u>70012</u>
Street Address	City	State	Zip
<u>123551688</u>	<u>test@email.com</u>		
Phone	Email		

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

<u>Jon Doe</u>	<u>29 July, 2016</u>
Signature	Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box  indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**SECTION W**  
**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/FIRST SOURCE HIRING  
ORDINANCE**

**Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

## **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (!) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

**EBO/FSHO COMPLIANCE**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2623 E-mail: [hca.ebo@lapublic.org](mailto:hca.ebo@lapublic.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id: 10786 EIN/TIN: \_\_\_\_\_  
Company Name: J and Y Inc - ITA TEST COMPANY  
Company Address: 1234 N Main St  
City: Los Angeles State: AL Zip: 90013  
Contact Person: Jon Doe Phone: 2135551888 E-mail: jon@jandyl.com  
Approximate Number of Employees in the United States: 10  
Approximate Number of Employees in the City of Los Angeles: 3

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business 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."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs  
RFQ EXHIBIT C**

Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:**\*

Jon Doe

Signature

26 July, 2016

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO (05/2016)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**BOARD REPORT**

NO. 16-231

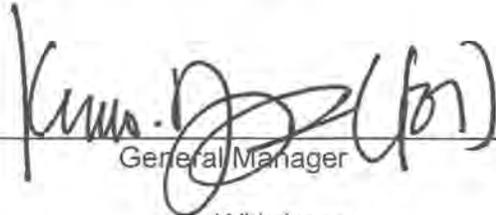
DATE November 16, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: 109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #E1906494) – ACCEPTANCE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3462

AP Diaz	_____	V. Israel	_____
R. Barajas	<u>CB</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATION

Direct Department of Recreation and Parks (RAP) staff to withhold the amounts claimed in the following Stop Payment Notice, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld.

STOP PAYMENT NOTICE

RAP is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Section 8044 on the following contract:

Contract 3462      CD 15

109 <sup>th</sup> Street Pool And Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494)	General Contractor:	Simgel Company, Inc.
Construction Status: Construction	Claimant:	Robertson's
Project Impact: none	Amount:	\$15,451.20

FISCAL IMPACT STATEMENT

Acceptance of Stop Payment Notices has no impact on the RAP's General Fund.

This Report was prepared by Iris Davis, Commission Executive Assistant I.

LIST OF ATTACHMENTS

- 1) Stop Payment Notice filed by Robertson's

STOP PAYMENT NOTICE  
(California Civil Code Section 8044)

NOTICE TO: CITY OF L.A.  
1149 S. BROADWAY 8TH FL LOS ANGELES

BOARD OF RECREATION  
AND PARK COMMISSIONERS

2016 SEP 27 AM 10:17

(If Private Job-file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner-CIVIL CODE SECTIONS 8500-8560)  
(If Public Job-file with office of controller, auditor or other public disbursing officer whose duty it is to make payments under provisions of the contract-CIVIL CODE SECTIONS 9350-9510)

Direct Contractor: EMANUEL SASOONES  
Sub Contractor (If Any): SIMGEL CO.  
Owner or Public Body: CITY OF L.A.  
Improvement known as: 1431 E 109TH ST  
County of LOS ANGELES State of California.

Robertson's, Claimant, a Partnership, furnished certain labor service equipment, or materials used in the above described work of improvement. The name of the person or company to whom claimant furnished service, equipment, or materials is: SIMGEL CO.

The kind of materials furnished or agreed to be furnished by claimant was ready mix concrete, rock and/or sand materials.

Total value of labor, service, materials to be furnished.....\$	15,451.20
Total value of labor, service, materials actually furnished..\$	15,451.20
Credit for materials returned, if any.....\$	0.00
Amount paid on account, if any.....\$	0.00
Amount due after deducting all just credits and offsets....\$	15,451.20

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 15,451.20 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 8532) is/is not attached. (Bond required with Stop Payment Notice served on construction lenders on private jobs-bond not required on public jobs or on Stop Payment Notice served on owner on private job).

Name and address of Claimant:  
ROBERTSON'S, P.O. Box 3600, Corona, Ca. 92878 (951)685-2200

Dated: 09/14/16

BY *Walter May*  
Authorized Agent

VERIFICATION

I, the undersigned, state: I am the agent of the claimant named in the foregoing Stop Payment Notice; I have read said claim of Stop Payment Notice and know the contents thereof, and I certify that the same is true of my knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed on 09/14/16 at Corona, State of California

Signature of Claimant/Agent *Walter May*  
76630/98

**BOARD REPORT**

NO. 16-232

DATE November 16, 2016

C.D. 7

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: NORTH SAN FERNANDO ROAD PARK – FINAL AUTHORIZATION TO ACCEPT DONATION OF PARCELS FOR PARK PURPOSES; APPROVAL OF FINAL LANDSCAPE DESIGN PLAN; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<u>CSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATIONS

- 1 Adopt the proposed Resolution, herein included as Attachment 1, authorizing the acceptance of the donation of six (6) vacant property parcels in fee title via Grant Deed, contingent on the clearance of all environmental conditions, review of title and approval for acquisition by the Department of General Services (GSD), for the conveyance of approximately 10,278 square feet or .24 acres, located near the corner of North San Fernando Road, and Astoria Street;
- 2 Authorize the Board Secretary to execute the escrow instructions and Grant Deed for the subject property, as approved by GSD and by the City Attorney's Office;
- 3 Authorize and request GSD to acquire and process the conveyance of the donation for parcels LOTS 52 THROUGH 57 INCLUSIVE OF PROPOSED TRACT MAP NO. 68157 to the Department of Recreation and Parks (RAP) as identified in proposed TRACT MAP NO. 68157; and as described in conditions of approval for Tentative TRACT MAP 68157;
- 4 Condition the conveyance and acceptance of approximately 10,278 square feet or .24 acres of vacant property located at the approximate location of 12385 North San Fernando Road near the corner of North San Fernando Road, and Astoria Street contingent upon the following prior conditions and actions taking place:
  - A. A signed Grant Deed will be delivered by the property owner to the City, which will be executed and recorded upon completion of the required park improvements per the newly revised conditions of the tentative Tract Map No. 68157 (Attachment B)

BOARD REPORT

PG. 2 NO. 16-232

- ( the donation parcels) for the acceptance of the approximately 10,278 square feet or .24 acres for the purpose of creating a new neighborhood park;
- B. GSD will have completed the title review and all preliminary work and due diligence of said property;
  - C. Completion of all the necessary environmental, zoning, and any other approvals necessary for the acquisition of said property; and,
  - D. Subdivider shall provide six (6) improved open space lots graded, landscaped with utility connections/abutments and gated and fenced to the satisfaction of RAP Planning, Construction and Maintenance staff.
- 5 Approve the final Phase I Design Plan (approved by staff) for the North San Fernando Road Park, as described in the Summary of this Report and shown on Attachment A (For Reference Only),

SUMMARY

As part of the Tract Map Development Project (Project), RAP proposes to accept the donation of six lots and develop approximately 10,278 square feet or .24 acres of the 6 (six) vacant lots located at 12385 North San Fernando Road near the corner of North San Fernando Road, and Astoria Street in the Community Plan Area of Sylmar in the City of Los Angeles. The Project site was identified by the Office of Council District Seven of the City of Los Angeles as an opportunity develop and provide open space/park amenities as part of a Tract Development that will serve the proposed development of new homes and surrounding areas. An estimated 1,986 residents live within a one-half mile walking distance of the proposed new park.

The park project portion of the Development of Tract Map No. 68157, is proposed to be developed in two phases. Phase I development of the park portion will be undertaken by the subdivider as approved by RAP staff. The larger Tract map development will consist of a development of 90 lot subdivision consisting of 84 single family detached homes. The housing development is located adjacent to Berg Street, El Dorado Avenue to west and San Fernando Road to the north. It is envisioned that the housing development and surrounding community will have the use of a RAP developed park centered in the north east portion of the development, facing North San Fernando Road made up of six donated vacant lots that eventually will be developed into a park by the RAP. The donated lots that will become the Park Project is proposed to be developed in two phases on the portion of the development tract site that is currently vacant but will be graded, landscaped, with utility connections/abutments and gated and fenced to the satisfaction of RAP Planning, Construction and Maintenance staff by the Tract Map sub-divider as part of the conditions of approval for the TRACT MAP NO. 68157. A map and rendering of the Project site as visual aid and for reference only is shown as Attachment A2.

In order to enable RAP to accept and develop the vacant lots for use as a park as part of the park development project, the property owner or subdivider will secure all permits needed as part of its conditions of approval in order to provide the components of the Phase I obligations. All costs

## BOARD REPORT

PG. 3 NO. 16-232

related to the Phase I improvements or landscape improvements will be incurred by property owner and it is anticipated that it will take several months to complete. Once the Landscape improvements are complete, and the tentative tract map has been approved, the property owner has agreed to transfer the vacant lots (LOTS 52 THROUGH 57 INCLUSIVE OF PROPOSED TRACT NO. 68157) to RAP for no consideration.

### Final Landscape Design

The Project will be constructed in two Phases. Phase I construction will be provided by Subdivider and Phase II construction will be provided by RAP.

#### Phase I – Subdivider

Subdivider shall provide six (6) improved open space lots graded, landscaped, with utility connections/abutments and gated and fenced to the satisfaction of RAP Planning, Construction and Maintenance staff.

#### Phase II – RAP

The final completed park design or conceptual design and its construction will be the responsibility of RAP. The public park will include playground areas with resilient surfacing, a walking path, fencing and landscaping, and typical park amenities including benches, trash receptacles, and lighting trees and shaded areas .

### FUNDS

Quimby funds will be used to develop park along with undetermined RAP funds.

### NEEDS ASSESSMENT

The proposed property donation to RAP to be known as the North San Fernando Road Park property will provide a neighborhood park/open space in an area where City residents do not have sufficient access to improved open or green spaces or neighborhood parks. An estimated 1,986 residents live within a one-half mile walking distance of the existing donation parcels. Of those 1,986 residents, 1,400 residents do not have access to any improved green, open spaces or neighborhood parks within a one-half mile walking distance of their homes. An undetermined number of future residents including families will also be served once the homes are occupied.

### TREES AND SHADE

North San Fernando Road Park will be developed as an open space park. The final design of the Park will be completed by RAP's Planning, Construction and Maintenance staff at a later time taking into consideration community input and RAP park standards with design amenities addressing tree and shade amenities.

## BOARD REPORT

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### ENVIRONMENTAL IMPACT STATEMENT

A Phase I Environmental Site Assessment (ESA) was prepared in April 2012 for the parcel proposed to be dedicated for park purposes in accordance with the standards for All Appropriate Inquiries. The Report concluded that there were no recognized environmental conditions or controlled recognized environmental conditions on or near the parcel. An updated Phase I ESA will be prepared to determine if any new environmental conditions have occurred since 2012.

RAP's staff has determined that the subject project has been previously evaluated for potential environmental effects and was determined to be exempt from the California Environmental Quality Act (CEQA). A Notice of Exemption was filed with the Los Angeles County Clerk on June 20, 2013. The current Board action is consistent with the existing CEQA exemption and the project will not result in any additional environmental impacts. No additional CEQA documentation is required pending the results of the updated Phase I ESA.

### FISCAL IMPACT STATEMENT

The acceptance of the donation parcels and approval and execution of the final plans for the landscaping project will not have any impact on the RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby funding and other RAP funding.

Maintenance funds for the new park will be requested as part of the RAP's General Fund. This request will include part time staff, materials and supplies and would provide maintenance seven days a week, year round.

This Report was prepared by John Barraza, Management Analyst II, Planning, Construction, and Maintenance Branch.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Phase I Design Plan for North San Fernando Park
- 3) Track Map

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Department of Recreation and Parks (RAP) wishes to accept 6 vacant lots as part of the conditions of approval for the TRACT MAP NO. 68157 and identified as LOTS 52 THROUGH 57 as identified in Attachment A, the "donation parcels"; and,

WHEREAS, the Subdivider/ Developer/owner has offered to landscape to the satisfaction of RAP and donate the donation Parcels to RAP; and,

WHEREAS, Subdivider shall provide 6 improved open space lots graded, landscaped, with utility connections/abutments and gated and fenced to the satisfaction of RAP Planning, Construction and Maintenance staff; and,

WHEREAS, RAP has secured Quimby funding for the development, and construction of the new park; and,

WHEREAS, RAP's Planning and Construction staff will submit the completed project to the Board for final approval and acceptance; and,

WHEREAS, RAP's staff recommends that the Board accepts the donation parcels for park purposes and dedicate it as park property in perpetuity, to be known until formally named as the "North San Fernando Road Park "; and,

WHEREAS, the community will benefit from the development of the site into a park for public recreational use; and,

WHEREAS, the Park Project development will include playground areas with resilient surfacing, a walking path, fencing and landscaping, and typical park amenities including benches, trash receptacles, trees, shade areas and lighting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners' (Board) that the Department of General Services (GSD) be requested by RAP staff to complete the conveyance of a privately owned parcels of approximately 10,278 square feet or .24 acres) of vacant property located at 12385 North San Fernando Road near the corner of North San Fernando Road, and Astoria Street, (the donation parcels) in the Community Plan Area of Sylmar of the City which are to be acquired in accordance with the provisions of Charter Section 594 (a) and (b), and per the intended City Council recommended actions under Council File No. 14-1501 and,

BE IT FURTHER RESOLVED, that RAP environmental staff file a Notice of Exemption with the Los Angeles County Clerk within five (5) days of the Board's approval of this Resolution; and,

BE IT FURTHER RESOLVED, the conveyance and acceptance of the donation parcel be conditioned on the conditions listed below:

- A. A signed Grant Deed will be delivered by the property owner to the City, which will be executed and recorded upon completion of the required park improvements per the newly revised conditions of the tentative Tract Map No. 68157 (the donation parcels) for the acceptance of the approximately 10,278 square feet or .27 acres for the purpose of creating a new neighborhood park;

ATTACHMENT 1

- B. GSD will have completed the title review and all preliminary work and due diligence of said property;
- C. Completion of all the necessary environmental, zoning, and any other approvals necessary for the acquisition of said property; and,
- D. Subdivider shall provide six (6) improved open space lots graded, landscaped with utility connections/abutments and gated and fenced to the satisfaction of RAP Planning, Construction and Maintenance staff.

BE IT FURTHER RESOLVED that the Board Secretary is authorized to execute the escrow instructions and grant deed for the subject donation property parcel, which is to be set apart and dedicated as park property in perpetuity, to be known until formally named as the "NORTH SAN FERNANDO ROAD PARK".

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on \_\_\_\_\_, 20\_\_\_\_ (Board Report No. \_\_\_\_\_).

\_\_\_\_\_  
ARMANDO X. BENCOMO, Board Secretary

Resolution No. \_\_\_\_\_

SCALE: 1"=30'  
SCALE: 1"=40'  
SCALE: 1"=60'

SHEET 1 OF 5 SHEETS

# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA  
FOR SUBDIVISION PURPOSES

BEING A SUBDIVISION OF A PORTION OF SECTION 33,  
TOWNSHIP 3 NORTH, RANGE 15 WEST, RANCHO EX MISSION  
DE SAN FERNANDO, PER MAP RECORDED IN BOOK 1 PAGES  
605 AND 606 OF PATENTS, RECORDS OF LOS ANGELES COUNTY.

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AND WE HEREBY DESIGNATE ESSEES TO THE CITY OF LOS ANGELES FOR PURPOSES OF STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, SHOWN ON SAID MAP WITHIN SAID BOUNDARY, AND WE HEREBY GRANT AND DEED TO THE CITY OF LOS ANGELES, AN EASEMENT FOR PUBLIC UTILITY PURPOSES AND EMERGENCY ACCESS OVER THE STRIPS OF LAND DESIGNATED ON SAID MAP, AND WE HEREBY DESIGNATE LOTS 52 THROUGH 57, INCLUSIVE SHOWN ON SAID MAP WITHIN SAID SUBDIVISION IN FEE SIMPLE TO THE DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES.

SAN FERNANDO HOMES CORP, A CALIFORNIA CORPORATION (OWNER)

SHARON EVENHAM, PRESIDENT

### NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_  
NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

### LOS ANGELES COUNTY CERTIFICATION AND SEALS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66462 AND 66463 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 68157 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

### ENGINEERS STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHARON EVENHAM ON FEBRUARY 28, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 6 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

ROBERT K. KAMEOKA R.C.E. NO. 15429 DATE \_\_\_\_\_



### BASIS OF BEARINGS:

THE BEARING N47°28'48"W OF THE CENTERLINE OF SAN FERNANDO ROAD AS SHOWN ON THE MAP OF TRACT NO. 26132 AS FILED IN BOOK 1132, PAGES 71 AND 72 OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

### NOTE:

THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.

### SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF FRED BORUFF AND KATE BORUFF, HUSBAND AND WIFE, OWNERS OF AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, PER DEED RECORDED MAY 15, 1912 IN BOOK 4971 PAGE 187 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i)-(ii) OF THE SUBDIVISION MAP ACT; THEIR INTEREST IS SUCH THAT IT CANNOT REOPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE(S) OF QWEST COMMUNICATIONS INTERNATIONAL INC, QWEST COMMUNICATIONS CORPORATION NOW KNOWN AS QWEST COMMUNICATIONS COMPANY, LLC AND THEIR SUCCESSORS OR ASSIGNEES, OWNERS OF AN EASEMENT FOR UTILITIES PER DEED RECORDED FEBRUARY 13, 2014 AS INSTRUMENT NO. 20140157868, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i)-(ii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT REOPEN INTO A FEE TITLE AND SAID SIGNATURE ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, OWNERS OF AN EASEMENT FOR TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND COMMUNICATIONS PER DEED RECORDED JANUARY 29, 2016 AS INSTRUMENT NO. 20160107091 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i)-(ii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT REOPEN INTO A FEE TITLE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

NOTE: THE LOCATION OF THE EASEMENT IS BLANKET IN NATURE.

THE SIGNATURE(S) OF GENERAL PETROLEUM CORPORATION OF CALIFORNIA, OWNERS OF MINERALS, PETROLEUM, OIL, ASPHALTUM AND GAS AND OTHER HYDROCARBON SUBSTANCES PER DEED RECORDED MARCH 1, 1945 IN BOOK 21751 PAGE 52 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT INASMUCH AS SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

### NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENTS

NOTICE IS HEREBY GIVEN THAT ASSESSMENTS MAY BE DUE FOR THE COSTS OF MAINTENANCE AND ENERGY FOR ANY STREET LIGHTING FACILITIES INSTALLED WITH THIS SUBDIVISION. THE INITIAL BILLING MAY BE FOR A PERIOD OF UP TO THREE YEARS WITH SUBSEQUENT BILLING ANNUALLY. FOR FURTHER INFORMATION CALL THE BUREAU OF STREET LIGHTING AT (313) 847-1500.

### CERTIFICATE OF SPECIAL ASSESSMENT

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES NONE OF THE LINES OF LOTS OR PARCELS OF THE SUBDIVISION SHOWN ON THIS SUBDIVISION MAP WILL BE SUBJECT TO ANY SPECIAL ASSESSMENT WHICH MAY BE PAID IN FULL.

DATE: \_\_\_\_\_ 20\_\_\_\_  
CITY ENGINEER

### CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT THIS SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREON, THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, STATE OF CALIFORNIA, MAP OF ALL LOCAL ORDINANCES APPLICABLE IN EFFECT AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_  
CITY ENGINEER

I HEREBY CERTIFY THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_ 20\_\_\_\_  
ENGINEER OF SURVEYS

### CERTIFICATE OF TITLE

I HEREBY CERTIFY THAT THERE IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA A STATEMENT MADE BY THE FIRST AMERICAN TITLE COMPANY OF SAID CITY ORDER NO. 1860-48850 DATED \_\_\_\_\_ CERTIFYING THAT IT APPEARS FROM THE RECORDS OF SAID CITY AND COUNTY THAT SAN FERNANDO HOMES CORP. ARE THE ONLY PERSONS WHOSE CONSENT IS REQUIRED FOR THE RECORDING OF THIS MAP BY LAW.

DATE: \_\_\_\_\_ 20\_\_\_\_

CITY ENGINEER

### CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL OTHERS OF WHICH SHOULD BE REQUIRED UNLESS OTHERWISE REJECTED, EXCEPT THOSE LABELED "FUTURE" OR "BLANKET" OR "FUTURE" EASEMENT PROVIDED THAT NOTHING HEREON CONTAINED SHALL BE CONSIDERED AS AN ACCEPTANCE OF ANY IMPROVEMENTS MADE IN OR UPON ANY STREET, ALLEY OR EASEMENT SHOWN ON THIS MAP.

DATE: \_\_\_\_\_ 20\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_ DEPUTY



SCALE: 1"=30'

SHEET 3 OF 5 SHEETS

# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

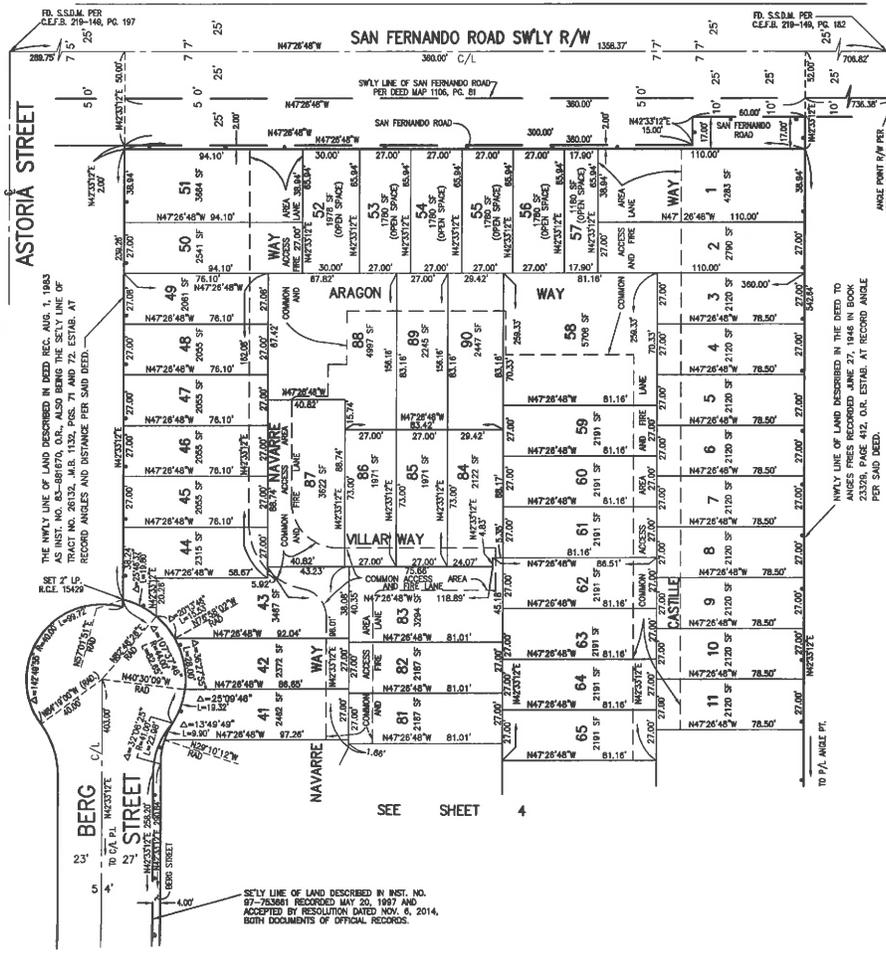


**LEGEND**

— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

**NOTES:**

1. THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.
2. THE NAMING OF THE COMMON ACCESS AND FIRE LANE HEREON IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT TO BE CONTROLLED AS EITHER A PUBLIC OR AN APPROVED PRIVATE STREET.



THE NW 1/4 LINE OF LAND DESCRIBED IN DEED REC. AUG. 1, 1983 AS INST. NO. 83-88187A, O.R., ALSO BEING THE SE 1/4 LINE OF TRACT NO. 26132, M.B. 1132, PAGES 71 AND 72, ESTAB. AT RECORD ANGLES AND DISTANCE PER SAID DEED.

SET 2" UP  
REC. 15429

SE 1/4 LINE OF LAND DESCRIBED IN INST. NO. 87-75868 RECORDED MAY 23, 1987 AND ACCEPTED BY RESOLUTION DATED NOV. 6, 2014, BOTH DOCUMENTS OF OFFICIAL RECORDS.

NW 1/4 LINE OF LAND DESCRIBED IN THE DEED TO ANGUS FRIS RECORDED JUNE 27, 1946 IN BOOK 2734 PAGE 147, O.R. ESTAB. AT RECORD ANGLE PER SAID DEED.

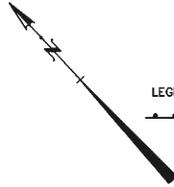
SEE SHEET 4

SCALE: 1"=30'

SHEET 4 OF 5 SHEETS

# TRACT NO. 68157

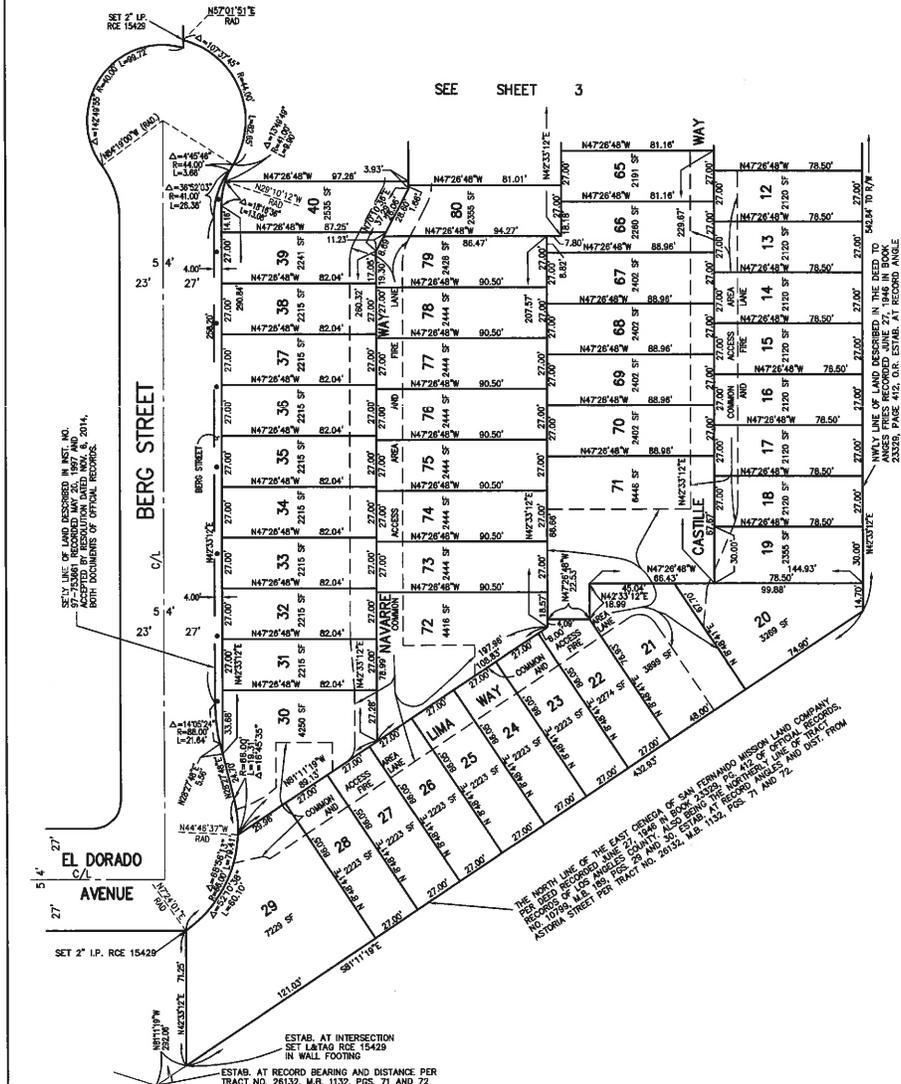
IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA



LEGEND  
--- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

NOTES:  
1. THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.  
2. THE NAMING OF THE COMMON ACCESS AND FIRE LANE HEREON IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS EITHER A PUBLIC OR AN APPROVED PRIVATE STREET.

SEE SHEET 3

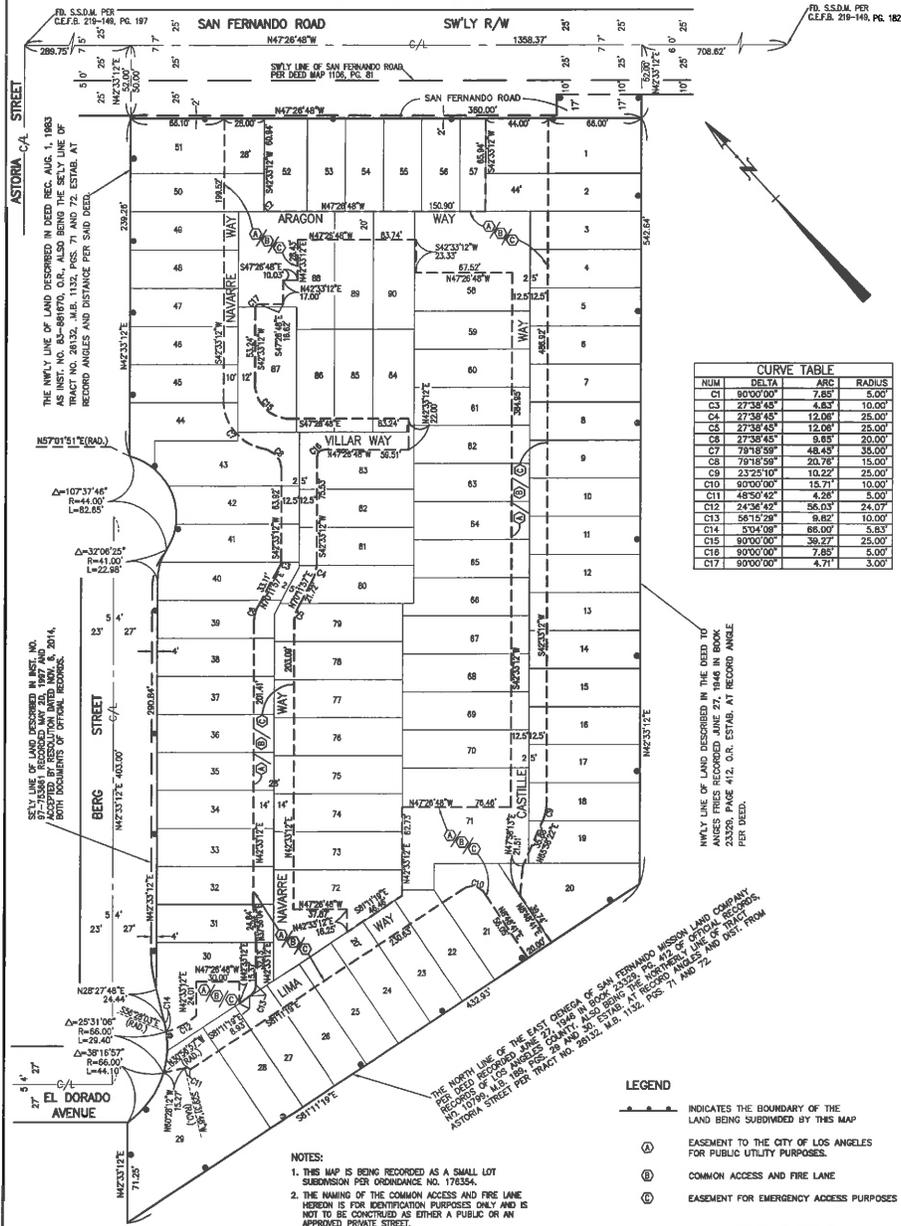


SCALE: 1"=40'

SHEET 5 OF 5 SHEETS

# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA







SAN FERNANDO ROAD

PARK PLAN  
SCALE: 1" = 10'



L-4

<p>SHEET TITLE: PARK PLAN</p>	<p>PROJECT: SAN FERNANDO PARK 12385 SAN FERNANDO ROAD SYLMAR, CA</p>	<p>OWNER: RECREATION AND PARKS 221 N FIGUEROA STREET 400 FOURTH FLOOR LOS ANGELES, CA 213.202.2552 CONTACT: CRAIG A. FAINNIS</p>	<p>DATE: 10/15/11 DRAWN BY: SHERIDAN CHECKED BY: SHERIDAN SCALE: AS SHOWN PROJECT NO: 11-0000 SHEET NO: L-4</p>
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SCALE: 1"=60'

SHEET 2 OF 5 SHEETS

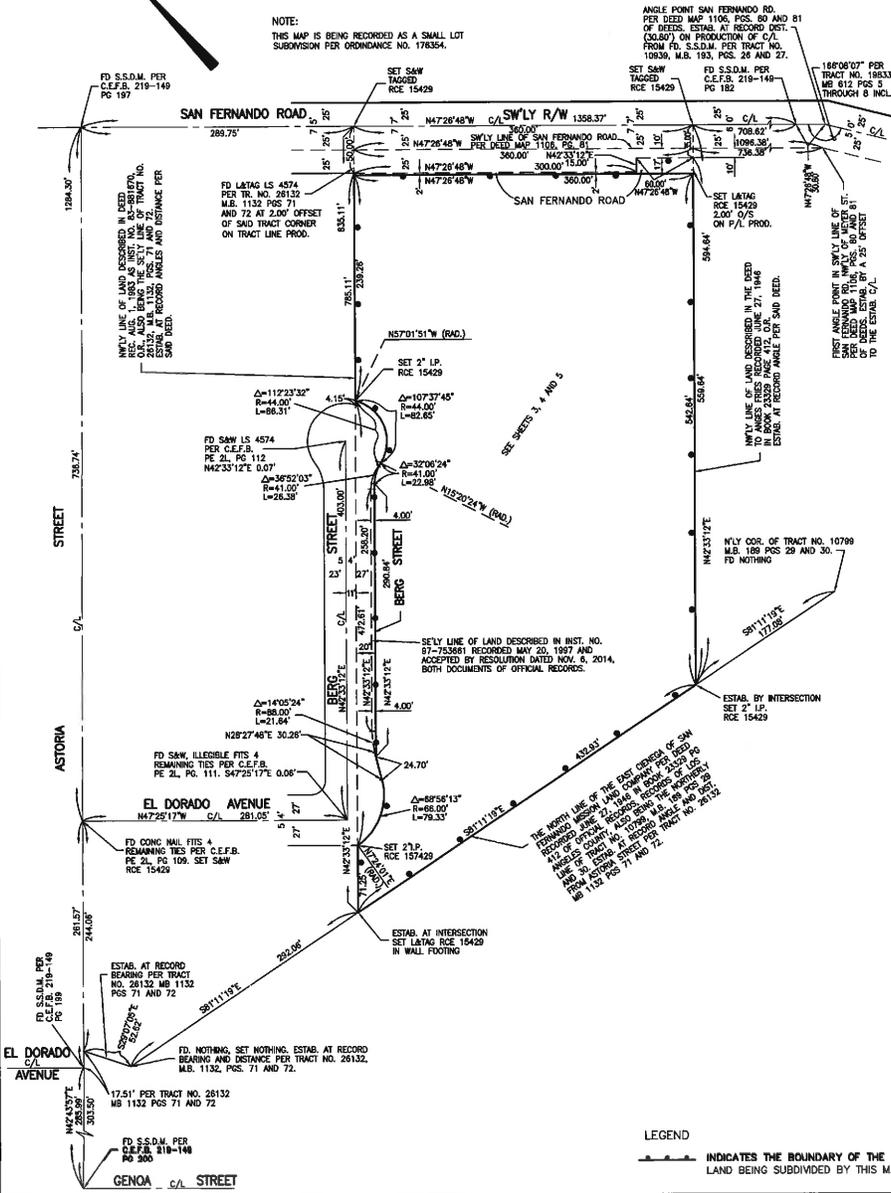
# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

## BOUNDARY ESTABLISHMENT SHEET

NOTE:  
THIS MAP IS BEING RECORDED AS A SMALL LOT  
SUBDIVISION PER ORDINANCE NO. 176354.

ANGLE POINT SAN FERNANDO RD.  
PER DEED MAP 1106, PGS. 80 AND 81  
OF DEEDS, ESTAB. AT RECORD DIST.  
(30.00') ON PRODUCTION OF C/L.  
FROM FD. S.S.D.M. PER TRACT NO.  
10930, M.S. 193, PGS. 25 AND 27.



SCALE: 1"=30'

SHEET 3 OF 5 SHEETS

# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

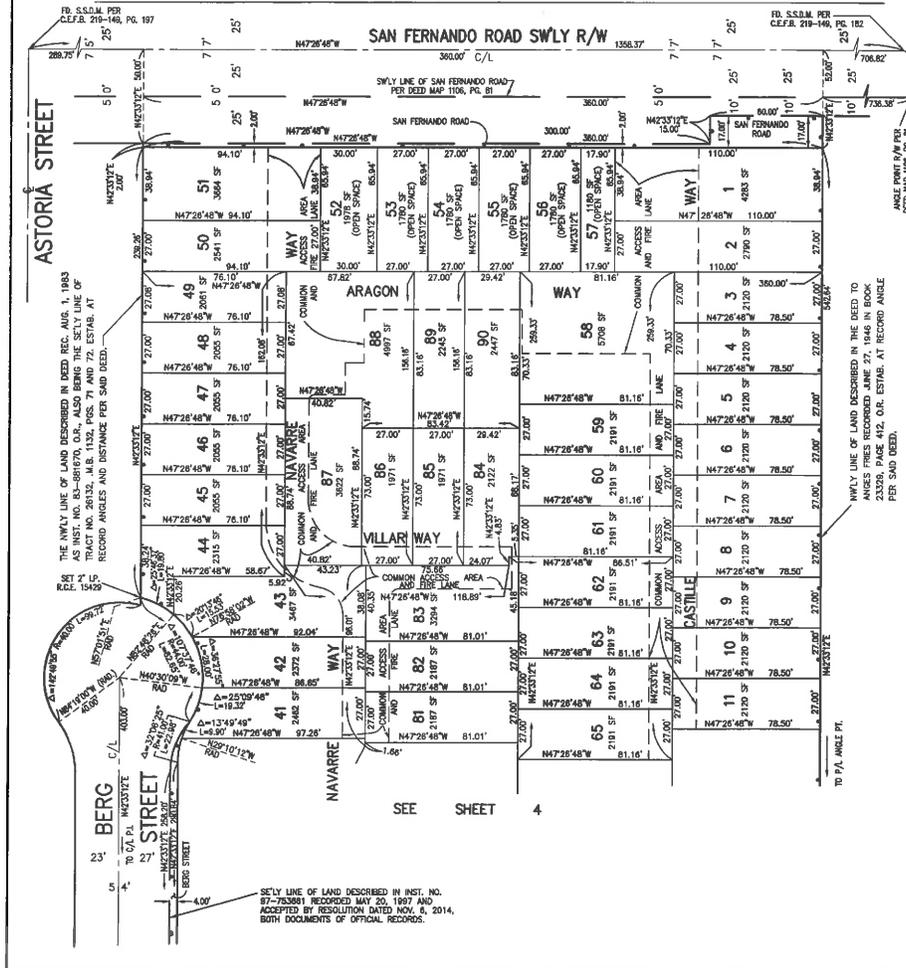


### LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

### NOTES:

1. THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.
2. THE WIDTH OF THE COMMON ACCESS AND FIRE LANE HEREON IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS EITHER A PUBLIC OR AN APPROVED PRIVATE STREET.

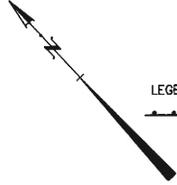


SCALE: 1"=30'

# TRACT NO. 68157

SHEET 4 OF 5 SHEETS

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

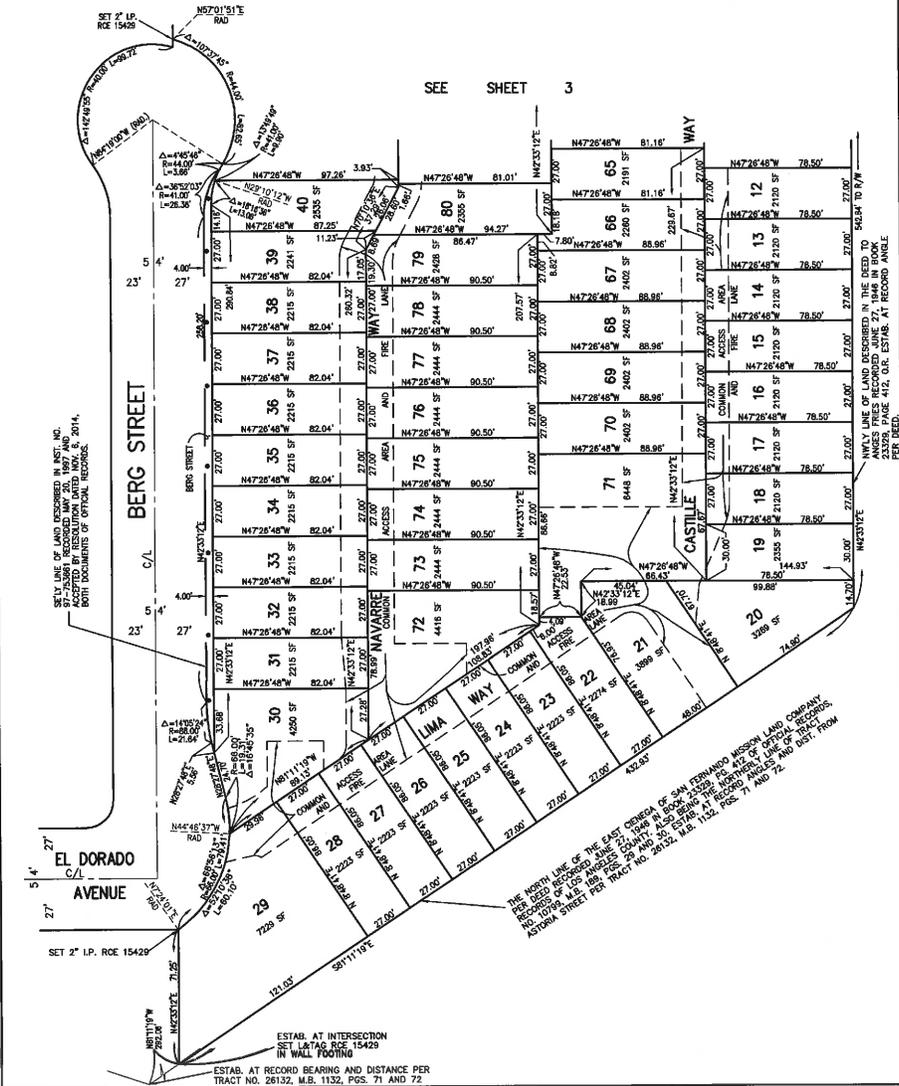


### LEGEND

INDICATES THE BOUNDARY OF THE  
LAND BEING SUBDIVIDED BY THIS MAP

### NOTES:

1. THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176394.
2. THE NAMING OF THE COMMON ACCESS AND FIRE LANE HEREON IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS EITHER A PUBLIC OR AN APPROVED PRIVATE STREET.

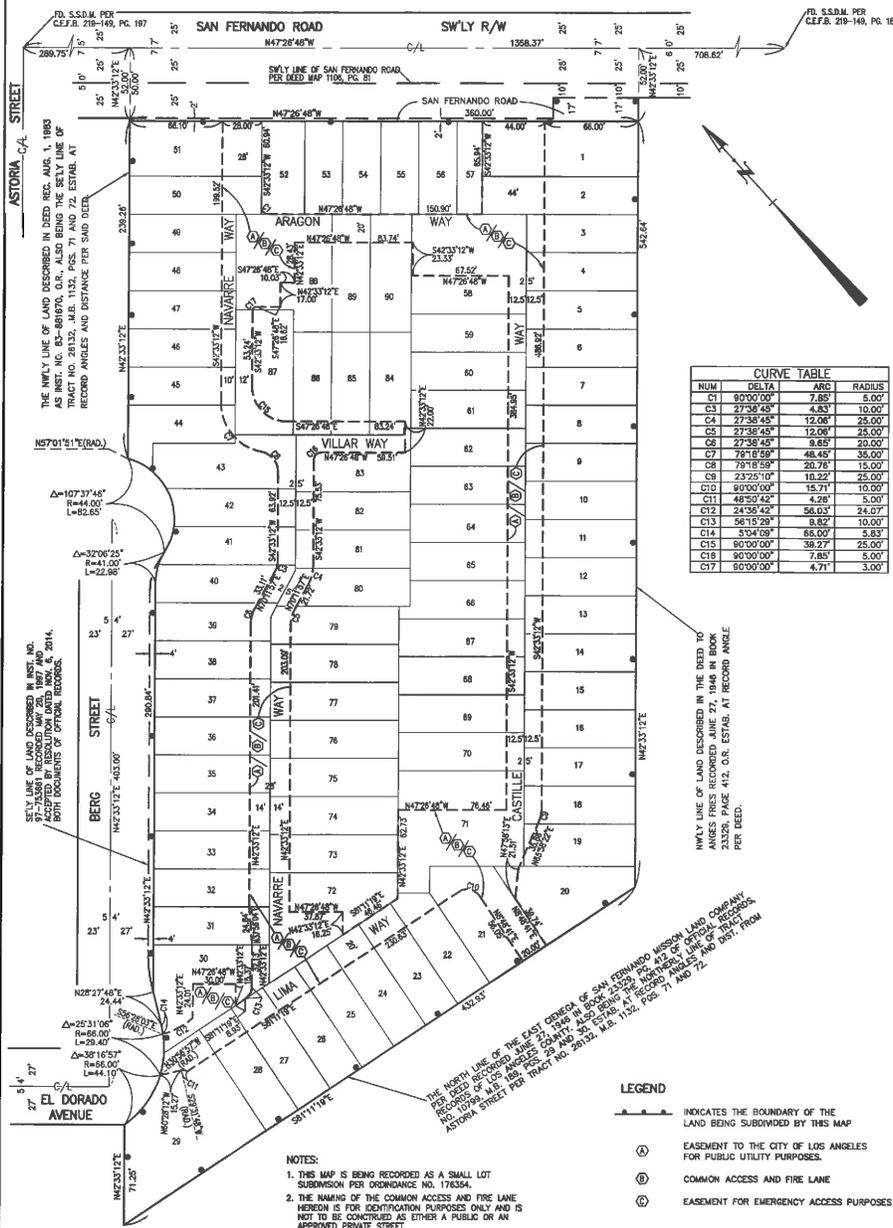


SCALE: 1"=40'

SHEET 5 OF 5 SHEETS

# TRACT NO. 68157

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA



NUM	DELTA	ARC	RADIUS
C1	90°00'00"	7.85	5.00'
C2	27°38'45"	4.83'	10.00'
C4	27°38'45"	12.06'	25.00'
C5	27°38'45"	12.06'	25.00'
C6	27°38'45"	9.85'	20.00'
C7	79°18'59"	48.48'	35.00'
C8	79°18'59"	23.75'	15.00'
C9	23°25'10"	10.22'	25.00'
C10	90°00'00"	15.71'	10.00'
C11	49°52'42"	4.28'	5.00'
C12	24°59'42"	56.03'	24.07'
C13	56°15'29"	8.82'	10.00'
C14	53°44'09"	66.00'	5.83'
C15	90°00'00"	38.27'	25.00'
C16	90°00'00"	7.85'	5.00'
C17	60°00'00"	4.71'	3.00'

INWLY LINE OF LAND DESCRIBED IN THE DEED TO ANGES FIRES RECORDED JUNE 27, 1946 IN BOOK 23329, PAGE 412, O.R. ESTAB. AT RECORD ANGLE PER DEED.

- LEGEND**
- — — — — INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
  - Ⓐ EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY PURPOSES.
  - Ⓑ COMMON ACCESS AND FIRE LANE
  - Ⓒ EASEMENT FOR EMERGENCY ACCESS PURPOSES

**NOTES:**

1. THIS MAP IS BEING RECORDED AS A SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.
2. THE MARKING OF THE COMMON ACCESS AND FIRE LANE HEREON IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS EITHER A PUBLIC OR AN APPROVED PRIVATE STREET.

**BOARD REPORT**

NO. 16-233

DATE November 16, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LELAND PARK – PARK RENOVATION (PRJ20775) PROJECT – FINAL ACCEPTANCE; EXIT PARK – PARK DEVELOPMENT (PRJ20858) PROJECT – ALLOCATION OF GIBSON PARK EXCHANGE FUNDS, APPROVAL OF REVISED SCOPE

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>CSP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATIONS

1. Take the following action regarding Leland Park – Park Renovation (PRJ20775) Project;
  - A. Accept the work performed for the Leland Park – Park Renovation (PRJ20775) Project, constructed by the Department of Recreation and Parks (RAP) as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
  
2. Take the following actions regarding Exit Park – Park Development (PRJ20858) Project; and,
  - A. Approve the revised scope of the Exit Park – Park Development (PRJ20858) Project, as described in the Summary of this Report;
  - B. Authorize the Recreation and Parks' (RAP) Chief Accounting Employee to transfer Gibson Park Exchange Funds in the amount of Fifty Eight Thousand, Seven Hundred Fifty Dollars and Seventy Seven Cents (\$58,750.77) from Leland Park Account 205/88/88LMB2 to Exit Park Account 205/88/88LMB1;
  - C. Approve the allocation of Fifty Eight Thousand, Seven Hundred Fifty Dollars and Seventy Seven Cents (\$58,750.77) in Gibson Park Exchange Funds from Exit Park Account No. 205/88/LMB1 for the Exit Park – Park Development (PRJ20858) project and,

BOARD REPORT

PG. 2 NO. 16-233

3. Authorize the RAPs Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Leland Park – Park Renovation (PRJ20775) Project

Leland Park is located at 863 South Herbert Avenue in the San Pedro community of the City. Approximately 5,303 City residents live within a one-half mile walking distance of the park. This 15.76 acre site includes a baseball diamond, basketball courts, a children's play area, and a community building.

The Leland Park – Park Renovation (PRJ20775) project included the renovation of the existing basketball court, picnic areas, children's play area, lighting, landscaped areas, walkways and restrooms, and the installation of new fencing, lighting, new benches, bike racks, landscaping and irrigation.

The Board of Recreation and Parks Commissioners' (Board) approved the allocation of a total of Nine Hundred Ninety Thousand, Five Hundred Seventy Four Dollars and Forty Seven Cents (\$990,574.47) in Quimby Fees and the allocation of Two Hundred Thousand Dollars (\$200,000.00) in Gibson Park Exchange Funds for the Leland Park – Park Renovation (PRJ20775) Project (Report No. 14-253). The total allocation for the Leland Park – Park Renovation (PRJ20775) Project was One Million, One Hundred Ninety Thousand, Five Hundred Seventy Four Dollars and Forty Seven Cents (\$1,190,574.47).

The Leland Park – Park Renovation (PRJ20775) Project is complete. There is a total of Fifty Eight Thousand Seven Hundred Fifty Dollars and Seventy Seven Cents (\$58,750.77) in unexpended Gibson Park Exchange Funds that are available for reallocation from the Leland Park – Park Renovation (PRJ20775) Project to other projects.

Exit Park – Park Development (PRJ20858) Project

Exit Park is located at 406 North Gaffey Street in the San Pedro community of the City. Approximately 6,355 City residents live within a one half mile walking distance of the park. The 0.33 acre site was acquired on October 16, 2013 by RAP (Report No. 13-263). The site was formerly a gas station owned and operated by Equilone Enterprises dba Shell Oil Products US (Shell).

The final approved scope for the development of the park included paths, seating areas, a maze labyrinth, low water use trees and shrubs, smart irrigation system, and a court of flags honoring the City of Los Angeles Sister Cities (Report No. 16-051). On October 1, 2014, the Board approved the allocation of Gibson Park Exchange Funds in the amount of Four Hundred Ninety Thousand Dollars (\$490,000.00) for Exit Park – Park Development (PRJ20858) Project (Report No. 14-254).

## BOARD REPORT

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The Exit Park – Park Development (PRJ20858) Project is currently under construction. RAP staff has determined that installation of additional fencing and lighting for the City of Los Angeles Sister Cities court of flags at the park will be of benefit to the surrounding community. Therefore, Department staff is recommending that the scope of the Exit Park – Park Development (PRJ20858) Project be revised to include these additional improvements and that supplemental funding be allocated to complete the revised scope of work.

Department staff is recommending the reallocation of Fifty Eight Thousand Seven Hundred Fifty Dollars and Seventy Seven Cents (\$58,750.77) in unexpended Gibson Park Exchange Funds received from Leland Park – Park Renovation (PRJ20775) Project to Exit Park – Park Development (PRJ20858) Project.

Upon approval of this Report, Fifty Eight Thousand Seven Hundred Fifty Dollars and Seventy Seven Cents (\$58,750.77) in Gibson Park Exchange Funds from 205/88/88LMB2 Leland Park Account can be transferred to 205/88/88LMB1 Exit Park Account and reallocated for the Exit Park – Park Development (PRJ20858) Project. The total allocation for Exit Park – Park Development (PRJ20858) Project, including previously allocated Gibson Park Exchange Funds, would be Five Hundred Forty Eight Thousand Seven Hundred Fifty Dollars and Seventy Seven Cents (\$548,750.77).

### TREES AND SHADE

As detailed in Board Report No. 16-051, the species and quantities of trees as specified in the plans are as follows. Trees are listed by botanical name followed by the common name:

<u>Quantity</u>	<u>Tree's Name</u>
5	Acacia podalyriifolia – Pearl Acacia
11	Lyonothamnus floribundus ssp aspleniifolius – Catalina Ironwood
3	Parkinsonia 'Desert Museum' – Mexican Palo Verde
5	Platanus Mexicana – Mexican Sycamore

All of the trees specified are regionally compatible and have low water requirements. The total canopy cover amounts to 73% of the total project square footage.

No additional trees will be planted as part of this report.

### ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the subject project is a continuation of an existing RAP project approved on October 16, 2013 (Report No. 13-263) that is exempted from CEQA in accordance with Article III, Section 3(6) of the City CEQA Guidelines. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

BOARD REPORT

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FISCAL IMPACT STATEMENT

The estimated annual maintenance costs for the park, including the costs for part-time staff, materials and supplies, will be approximately Twenty Two Thousand Seven Hundred Twelve Dollars and Forty Cents (\$22,712.40).

This Report was prepared by Bryan Miller, Management Assistant, Planning, Construction and Maintenance Branch.

**BOARD REPORT**

NO. 16-234

DATE November 16, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AVERILL PARK – DONATION FOR CLEANUP EXPENDITURES; STATUTORY EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR EMERGENCY ACTIONS PURSUANT TO ARTICLE II, SECTION 2(a) (3) OF THE CITY CEQA GUIDELINES

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

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

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

RECOMMENDATIONS

1. Accept the donation of Five Thousand Dollars, Four Hundred And Fifteen Dollars, and Thirty-Eight cents (\$5,415.38) by CBS Studios, Inc. for receipt of Department contractual environmental testing and cleanup services at Averill Park;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to establish the appropriate fund and account to receive the funds and allow payment of the environmental cleanup contractors; and,
3. Find that this cleanup project is statutorily exempt from CEQA as an emergency action in accordance with Article II, Section 2(a) (3) of the City CEQA Guidelines.

SUMMARY

CBS Studios, Inc. was issued a filming permit (#F00106230) at Averill Park as well as Angel's Gate Park on April 5, 2016. The permit allowed a cellular phone to be tossed into one of the ponds at Averill Park, but required it to be retrieved after each toss. On April 7, 2016 during the filming, approximately twelve cellular phones were tossed into the pond, but not all of the phones were retrieved according to the film monitors report. The Park Services Film Office contacted Environmental Management Group (EMG) to determine if there was a contamination concern from the cellular phones remaining in the pond.

EMG issued an emergency task order to one of the on-call consultants, Ninyo and Moore Consultants, to perform water quality testing in the pond. In addition, EMG prepared to use the City's Clean Harbors contract for retrieval of the phones and any environmental cleanup. The water quality testing results indicated that six metals (total chromium, copper, lead, mercury, nickel and zinc) exceed the NPDES discharge limits to all receiving waters of the State of

## BOARD REPORT

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NO. 16-234

California (State). However, the source of these metals was unknown, and could be attributed with any amount of certainty to be a result of the cellular phones deposited in the pond. In addition, there is no previous sampling or background data of metals concentrations in the pond water for comparison purposes. Therefore, a decision was made not to drain the pond to retrieve the phones to avoid a discharge to waters of the State. Instead it was decided to systematically dredge the pond by hand. The six remaining phones were all recovered by Clean Harbors.

Expenses for the environmental testing and cleanup services were intended to be paid by CBS Studios, Inc directly to the two contractors in the amount of Three Thousand, Five Hundred Dollars (\$3,500) to Ninyo and Moore and One Thousand, Nine Hundred Fifteen Dollars and Thirty-Eight Cents (\$1,915.38) to Clean Harbors for a total project expense of Five Thousand, Four Hundred Fifteen Dollars and Thirty-Eight Cents (\$5,415.38). However, a check was cut directly to the Department, which was placed in Account 2202. EMG had intended to pay the contractors from a contractual service account, but this type of account cannot be reimbursed from Account 2202. Therefore, the total project expense amount was cash flowed to allow the contractors to be paid. Upon the Board's acceptance of the monies paid by CBS Studios as a donation in receipt of the contractual services from the Department, the Chief Accounting Employee will be authorized to reimburse the cash flow loan.

### ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that through a donation the subject project paid for emergency environmental testing and cleanup contractual services, and therefore, is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2 (a) (3) of the City CEQA Guidelines.

### TREE AND SHADE

No trees were affected by the filming incident and the associated environmental cleanup.

The Assistant General Manager of the Operations Branch and the Superintendent of the Pacific Region are aware of the project, and each supports the project and concurs with staff's recommendations pursuant to actions taken by the Environmental Management Group of the Planning, Construction and Maintenance Branch.

### FISCAL IMPACT STATEMENT

This project will not have any fiscal impact on RAP's General Fund as the cost of the contractual services for the emergency environmental cleanup will be made through direct payment to Contractors. No future maintenance at the park in connection with the environmental cleanup will be required.

This Report was prepared by Paul Davis, Environmental Supervisor II, Environmental Management Group, Planning, Construction and Maintenance Branch.

REPORT OF GENERAL MANAGER

NO. 16-235

DATE November 16, 2016

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK – PATHWAY LIGHTING IMPROVEMENTS (W.O. #E170149F)  
PROJECT – APPROVAL OF FINAL PLANS

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not been received by the Office of the Board of Recreation and Park Commissioners.



REPORT OF GENERAL MANAGER

NO. 16-236

DATE November 16, 2016

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOREN MILLER RECREATION CENTER – SYNTHETIC SOCCER FIELD (W.O. #E170171F) PROJECT – APPROVAL OF FINAL PLANS

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not been received by the Office of the Board of Recreation and Park Commissioners.



REPORT OF GENERAL MANAGER

NO. 16-237

DATE November 16, 2016

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE II (PRJ1030D) (W.O. #E170327F); AND RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE III (PRJ20020) (W.O. #E170135F) – FINAL ACCEPTANCE

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not been received by the Office of the Board of Recreation and Park Commissioners.



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

November 16, 2016

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL, General Manager



SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>Action Taken</u>
1) Mayor, relative to a proposed Amendment with SMG for the Oversight and Management of the Greek Theatre – Open Venue Model.	Referred to staff for further processing. (Report No. 16-198)
2) Mayor, relative to four proposed Agreements for As-Needed Environmental Health and Safety Services.	Referred to staff for further processing. (Report No. 16-109)
3) Councilmember Krekorian, relative to the proposed Armenian Genocide Memorial Tree Project.	Noted and Filed. (Report No. 16-220)
4) City Clerk, relative to agreements implementing the Fair Housing, FamilySource System, and Neighborhood Improvement Programs, including facilities in various parks.	Noted and Filed.
5) City Clerk, relative to using future parcel tax funding to support a Citywide Joint Use Agreement with the Los Angeles Unified School District for open/recreational space.	Referred to General Manager.
6) City Clerk, relative to the Venue Use Agreements and Guarantee Letter required for the 2024 Summer Olympic and Paralympic Games bid.	Noted and Filed. (Report No. 16-185)

BOARD OF RECREATION AND PARK COMMISSIONERS

Page 2

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|--|--|
| 7) City Clerk, relative to supplemental agreements with various contractors for as-needed park facility construction services.   | Referred to staff for further processing.<br>(Report No. 16-159) |
| 8) City Clerk, relative to agreement with Angeles Pony Rides, Inc. for the operation and maintenance of the Griffith Park Pony Ride concession.  | Referred to staff for further processing.<br>(Report No. 16-147) |
| 9) City Clerk, relative to a proposed agreement with Wolfgang Puck Catering and Events, LLC for operation of the Griffith Observatory cafe, catering and food cart service concession. | Referred to staff for further processing.<br>(Report No. 16-152) |
| 10) City Clerk, relative to the Greek Theatre's operation and performance under its new management model and the status of community impact concerns.                                  | Referred to General Manager.                                     |
| 11) City Clerk, relative to the progress reports from various City departments on the Los Angeles River Revitalization Master Plan.  | Referred to General Manager.                                     |
| 12) City Clerk, relative to the 2017 World Police and Fire Games.  | Noted and Filed.   |
| 13) City Clerk, relative to the State of California Habitat Conservation Fund grant application for the Ascot Hills Park Interpretive Nature Facilities Project.                       | Referred to General Manager<br>(Report No. 16-209)               |
| 14) City Clerk, relative to the Los Angeles County Safe Neighborhood Parks Proposition A Excess Funds for the Lincoln Park Pool and Bathhouse Replacement Project.                     | Referred to General Manager<br>(Report No. 16-216)               |
| 15) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending September 20, October 7, October 14, and October 21, 2016.                                       | Noted and Filed.   |

BOARD OF RECREATION AND PARK COMMISSIONERS

Page 3

16) Vicki Sanelli, alleging discrimination at Rancho Co-op Nursery School in Cheviot Hills Recreation Center.

Referred to General Manager.

17) Ivan, relative to ambulance services using the parking lot at Van Nuys/ Sherman Oaks Recreation Center.

Referred to General Manager.

18) Three residents, relative to the public's use of Beachwood Drive, near Griffith Park.

Noted and Filed.

19) John Betz, relative to homeless in Venice.

Noted and Filed.

20) John Escandon, Executive Director, The Los Angeles Baseball Academy, three communications relative to the fees his organization is being charged to use park facilities.

Referred to General Manager.

This Report was prepared by Paul Liles, Clerk Typist, Commission Office.



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL, General Manager 

SUBJECT: BOARD OF RECREATION AND PARK COMMISSIONERS 2017 MEETING SCHEDULE

The Board of Recreation and Park Commissioners holds two Regular Meetings each month, generally on the first and third Wednesdays of the month, with the exception of July, August and December, when there is only one Regular Meeting on the second Wednesday.

Regular Meetings scheduled at the EXPO Center are held in Comrie Hall, 3980 S. Bill Robertson Lane, Los Angeles, CA 90037. The remaining Regular Meetings are scheduled at various recreational facilities throughout the City of Los Angeles as follows:

<u>DATE</u>	<u>LOCATION</u>	<u>CD</u>	<u>TIME</u>
January 4, 2017	EXPO Center	9	9:30 am
January 18, 2017	EXPO Center	9	9:30 am
February 1, 2017	EXPO Center	9	9:30 am
February 15, 2017	EXPO Center	9	9:30 am
March 1, 2017	EXPO Center	9	9:30 am
March 15, 2017	Sepulveda Recreation Center (Valley Region)	6	9:30 am
April 5, 2017	EXPO Center	9	9:30 am
April 19, 2017	EXPO Center	9	9:30 am
May 3, 2017	EXPO Center	9	9:30 am
May 17, 2017	EXPO Center	9	9:30 am
June 7, 2017	EXPO Center	9	9:30 am
June 21, 2017	TBD (Metro Region)		9:30 am
July 12, 2017	EXPO Center	9	9:30 am
August 9, 2017	EXPO Center	9	9:30 am
September 6, 2017	EXPO Center	9	9:30 am
September 20, 2017	EXPO Center	9	9:30 am
October 4, 2017	EXPO Center	9	9:30 am
October 18, 2017	TBD (Pacific Region)		9:30 am
November 1, 2017	EXPO Center	9	9:30 am
November 15, 2017	EXPO Center	9	9:30 am
December 13, 2017	TBD (West Region)		9:30 am

This Report was prepared by Paul Liles, Clerk Typist, Commission Office.



MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

None

QUALIFICATIONS TO BE RECEIVED:

None