

APPROVED

OCT 15 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-198

DATE October 15, 2020

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LITTLE GREEN ACRES PARK - AGREEMENT WITH FATHERS AND MOTHERS WHO CARE, INC., FOR THE OPERATION AND MAINTENANCE OF AN URBAN GARDEN

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NDW</u>

Maureen Denise Williams

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three (3) year operating agreement between the Department of Recreation and Parks (RAP) and Fathers and Mothers Who Care, Inc. (Organization), a 501(c)(3) non-profit organization, setting forth the terms and conditions for the Organization's operation and maintenance of an urban garden at Little Green Acres Park (Agreement), in substantially the form attached hereto as Attachment 1 and subject to appropriate approvals;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY

The Department of Recreation and Parks (RAP) owns real property consisting of 0.23 acres located at 10420 South Vermont Avenue in South Central Los Angeles (90044), commonly known as "Little Green Acres Park and Community Garden". The fence enclosed property is not a park in the traditional sense, as it contains no park amenities or facilities commonly found in park settings. Developed in the 1970's as a community garden, the property (Garden) closed sometime in the 1980s for reasons unknown to staff, and remained closed for decades until 2018.

In October of 2018, Students Conservation Association (SCA), a State of Virginia based nonprofit organization whose membership is dedicated to protecting and restoring national parks, marine sanctuaries, cultural landmarks, and community green spaces in all fifty states, approached RAP with an offer to improve and revitalize the abandoned Garden at no cost to the City of Los Angeles, and then activate the Garden through the identification of a capable nonprofit organization with

BOARD REPORT

PG. 2 NO. 20-198

the resources to operate and maintain the Garden for the benefit and enjoyment of the local community, providing recreational opportunities through gardening programs and associated events. Through the hard work and dedication of SCA members, along with funding and volunteers provided by two (2) clothing companies, "Journeys" and "Timberland", the Garden was transformed from what looked like a vacant lot, into a redeveloped garden space with new planter boxes and garden plots, walking paths, new storage shed, gathering area, and vegetation. Included with this Report is a project information sheet as Attachment 2. In order to meet the RAP requirement for SCA to identify a viable, future garden operator in order for RAP to approve the garden project, SCA canvassed the local community and worked with the Office of the Eighth Council District (CD-8) to identify a local nonprofit organization capable of fulfilling the operations and maintenance responsibilities for the Garden.

Fathers and Mothers Who Care, Inc. (FMWC), a local community benefit, nonprofit organization, was selected by SCA for RAP's consideration and approval. FMWC's mission is to spark community development through its support and effort to restore underserved communities by providing resources for educational, health, and recreational based opportunities, implementing a variety of programs to assist with community development, education, and social services. Having existing relationships with a variety of schools and other community benefit organizations, FMWC works with such organizations and agencies to provide programs which cater to and/or focus on individuals that face a wide range of societal challenges, including youth and young adults, veterans, homeless individuals and families, and those affected by physical disabilities and other mental and medical challenges, such as autism. FMWC employees and volunteers participated in the SCA garden community build event.

With RAP's approval of FMWC in late November of 2018, RAP issued Right-of-Entry Permit No. PD-ROE-091, allowing FMWC to operate the Garden as an urban garden on a temporary basis, providing local underserved communities in the vicinity of the Garden the opportunity to garden in it, participate in new FMWC garden-related programs, or just visit and enjoy the serenity of an urban garden setting. FMWC's headquarters is located near the Garden at 10975 South Vermont Avenue, Los Angeles 90044. Since beginning its operation and maintenance at the Garden, FMWC has developed additional relationships and sponsorships with garden related companies and associations. Because gardening was a relatively new endeavor for FMWC, they reached out and developed a working and training relationship with Community Healing Gardens, a local nonprofit urban garden developer and operator, to maximize the grounds potential, understand what, when, and how to plant, and provide a better harvest experience for the community. In March of 2019, FMWC received a grant and made additional improvements to the Garden, such as the installation of a hydroponic growing and irrigation system.

The proposed Agreement allows FMWC to continue operating and maintaining Garden for the next three years, at no cost to RAP. FMWC desires to operate the Garden in a manner that maximizes the gardening experience for community volunteer-gardeners desiring to grow food, flowers, and ornamental plants. All gardening supplies are provided by FMWC at no charge to the gardeners. Unlike traditional community gardens that charge their gardeners membership fees, FMWC programs and events are free to the public. The general public is allowed access during normal operating hours for visits, scheduled school tours, programs and events. FMWC encourages visits to the garden and provides opportunities for children and youth with special

BOARD REPORT

PG. 3 NO. 20-198

needs, such as those affected by autism, to participate in programs and events supporting their development and personal growth through social interaction, cooperation with others in gardening, and sensory-touch activities involving plants and flowers. Through its relationship with a local church who owns a small parking lot adjacent to the Garden, FMWC occasionally distributes non-perishable food items to the public in cooperation with a local food bank, which is supported by the CD-8.

Based on the investment of time and resources by FMWC into the operation, maintenance, and improvement of the Garden, and collaborative efforts demonstrated by the community and the community's continued participation in FMWC programs at the Garden, RAP staff recommends that the Board approve the proposed Agreement with FMWC in order to allow them to continue operating the Garden for the benefit and enjoyment of the public.

FMWC's operation of the Garden and fulfillment of its obligations and commitments will continue to be monitored and evaluated through the Partnership Section's annual performance review process.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated with FMWC's operation and maintenance of the Garden will be paid by FMWC, at no cost to the City.

STRATEGIC PLAN INIATIVES AND GOALS

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

Goal No. 6: Build financial strength and innovative collaborations to help expand and improve L.A. City parks and programs

Outcome No. 2: Improved management of facilities

Result: Provision of an urban garden for the public enjoyment

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, and Raymond Chang, Management Analyst, Partnership Section.

ATTACHMENT

- 1) Proposed Agreement with Organization
- 2) Student Conservation Association Community Build Event

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
FATHERS AND MOTHERS WHO CARE, INC.
FOR THE
OPERATION AND MAINTENANCE
OF
LITTLE GREEN ACRES PARK URBAN GARDEN**

This AGREEMENT (“AGREEMENT”) is entered into as of November 15, 2020, (“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 Fathers and Mothers Who Care, Inc., a California 501(c)(3) non-profit corporation (“FMWC” or “ORGANIZATION”), for the operation and maintenance of an urban garden. CITY and FMWC 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 Little Green Acres Park Urban Garden, located at 10420 South Vermont Avenue, as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A (“PREMISES”); and,

WHEREAS, FMWC’s mission is to spark community development by restoring underserved communities by providing resources for educational and recreational opportunities by implementing recreational programs to assist with community development, education, and social services; and,

WHEREAS, FMWC’s focus is on individuals that face a wide range of challenges to re-enter society which includes veterans, homeless individuals and families, and those affected by autism; and,

WHEREAS, following the redevelopment and improvement of the PREMISES in November of 2018, through funding and resources provided at no cost to RAP by Student Conservation Association (“SCA”), a State of Virginia based nonprofit organization whose membership is dedicated to protecting and restoring national parks, marine sanctuaries, cultural landmarks, and community green spaces in all 50 states, FMWC worked with SCA and participated in a community event to revitalize the PREMISES, and was selected by SCA with RAP’s approval to operate the PREMISES on a temporary basis beginning in late November of 2018, under Right-of-Entry Permit No. PD-ROE-091 to allow individuals from underserved communities to garden in it, participate in its programs, or just visit and enjoy the PREMISES; and,

WHEREAS, FMWC has further invested in the PREMISES by installing new raised garden beds and a drip irrigation system in 2020; and,

WHEREAS, FMWC desires to continue to operate the PREMISES for the recreational enjoyment and benefit of the south-central Los Angeles community, at FMWC's sole expense and no cost to CITY; and,

WHEREAS, CITY desires to authorize FMWC to continue operating the PREMISES for such purposes described above and as more fully set forth in this AGREEMENT pursuant to the terms and conditions of this AGREEMENT, for a period of three years, subject to annual performance evaluations as described further herein; and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners ("BOARD"), has approved this AGREEMENT at the BOARD meeting held on _____, 2020 (Board Report No. 20-XXX), allowing for operation of the PREMISES in accordance with the terms and conditions of this AGREEMENT.

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

1. **License to Use and Description of of PREMISES**. In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, the use of the PREMISES for the PERMITTED USES (Section 5) as more fully described herein, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the PERMITTED USES, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with RAP standard Schedule of Rates and Fees and/or permitting requirements. The PREMISES authorized for use by the ORGANIZATION under this AGREEMENT is as set forth in Exhibit A attached hereto and incorporated herein. .

2. **Term and Termination**. The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be **three (3) years** from the COMMENCEMENT DATE, subject to annual performance evaluations (ANNUAL PERFORMANCE REVIEWS) more fully described below in Section 3 of this AGREEMENT
 - a. **Commencement and Expiration**. This AGREEMENT shall take effect on the COMMENCEMENT DATE above, and shall end upon the expiration of the TERM.

 - b. **Termination**. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 22, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further,

CITY may immediately terminate this AGREEMENT in the event FMWC ceases to operate as defined below.

- c. **Cease to Operate.** The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of FMWC’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in FMWC’s purposes or function as contained in FMWC’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by FMWC from that described herein; or (iv) the failure of FMWC to use the PREMISES 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 PREMISES, or for reasons beyond FMWC’s control. Under such circumstances, FMWC shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon FMWC’s receipt of such notification of immediate termination from RAP.

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

- a. Continuance of CITY’s collaboration with FMWC under this AGREEMENT shall in part, be contingent upon favorable ANNUAL PERFORMANCE REVIEWS, which shall include, but not be limited to:
 - (i) An evaluation of FMWC’s compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of FMWC’s obligations under this AGREEMENT for the operation and maintenance of the PREMISES, 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 FMWC’s funding and financial resources to operate and maintain the PREMISES for the benefit of the community throughout the TERM of this AGREEMENT;
 - (v) The volume of the public’s use of the PREMISES and participation in FMWC’s programs; and
 - (vi) FMWC’s cooperation with CITY staff.

- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, FMWC shall submit to CITY during the period of January 15th through February 15th of each year, an annual performance or program report (“PERFORMANCE REPORT”) based on the prior year’s operation of the PREMISES. This PERFORMANCE REPORT shall include, but not be limited to:
 - (i) Annual Financial Statement (Report of Revenue and Expenditures for prior year);
 - (ii) Annual Budget for upcoming calendar year (January through December);
 - (iii) Data on participants and program results describing the number of persons served at the PREMISES during the prior year; and
 - (iv) Discussion of any program changes or challenges at the PREMISES
 - 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 on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of FMWC’s compliance with the terms and conditions of this AGREEMENT, including interviews with RAP staff involved with the PREMISES. A sample Annual Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the performance review may also be used in determining future collaborations with FMWC. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.
4. **Access to the PREMISES.** FMWC and any authorized third-party associated with FMWC’s activities at the PREMISES, shall abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party activity on the PREMISES shall be supervised by FMWC at all times while such party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

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

FMWC's right to conduct such activities at the PREMISES by providing written notice to FMWC of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to FMWC of same.

5. **Permitted Uses.** FMWC shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through and amendment to this AGREEMENT.

a. PREMISES shall be operated as an urban garden with twenty to thirty garden plots assigned by FMWC in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants. FMWC shall operate the PREMISES in accordance with FMWC's PREMISES policies, regulations, and procedures (Exhibit B), and uses and restrictions set forth herein. FMWC shall provide access and use of the PREMISES to the general public free of charge and shall not charge any fees for membership or participation in programs or events at the PREMISES.

b. The PREMISES may be used for meetings related to the operation and maintenance of an urban farm.

c. Members of the general public will be allowed access for use and 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 FMWC. FMWC shall ensure that any employee and/or volunteer is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.

d. Visits for those affected by autism to encourage their development and personal growth through social interaction, cooperation with others in gardening activities, and sensory activities involving plants and flowers in the garden.

e. The PREMISES may be used for the distribution of non-perishable food in cooperation with a food bank.

6. **Performance Requirements and Use Restrictions.** FMWC will operate and maintain the PREMISES in accordance with the following:

a. FMWC shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff operating on the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations,

orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.

- b. FMWC agrees that it shall operate the PREMISES only during specified days and hours listed in Section 7 of this AGREEMENT.
- c. FMWC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the PREMISES, providing all materials, supplies, equipment, and funds necessary to engage in the PERMITTED USES and in providing the public with such recreational opportunities to the reasonable satisfaction of RAP.
- d. FMWC's staffing of the PREMISES 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 FMWC.
- e. FMWC shall punctually pay or cause to be paid, all financial obligations incurred by FMWC or RAP in connection with the operation and maintenance of the PREMISES. FMWC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with FMWC's use of the PREMISES.
- f. FMWC shall establish and promulgate written rules for the operation of the PREMISES which shall be subject to the approval of RAP.
- g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted to occur at the PREMISES.
- h. No commercial activity will be allowed on the PREMISES, unless written approval is provided by RAP in advance of such activity occurring.
- i. No products grown or cultivated on the PREMISES may be sold or be used for for-profit commercial purposes.
- j. FMWC 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.
- k. ORGANIZATION shall not sub-let or issue any permit for use of the PREMISES
- l. ORGANIZATION shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the

operation of the PREMISES. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations engaging in activity on the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

- m. ORGANIZATION shall ensure its protocol for selecting and authorizing any person participating in activities on the PREMISES complies with applicable local, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES.
- n. FMWC shall obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.

7. **Days and Periods of Use.** The hours and days of PREMISES operation are:

Sunrise to sunset daily for the operation and maintenance of the PREMISES ("PERMITTED TIMES"). ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. ORGANIZATION shall yield use of the PREMISES to possible film production work authorized by the RAP Park Services Office and Film LA Office, as well as short term construction and maintenance projects authorized by RAP that may take place at the PREMISES, including use of nearby parking lots for storage and staging of construction materials and equipment. ORGANIZATION shall have in place a written plan that will be implemented for continuation of ORGANIZATION's operations during such events. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

8. **Parking.** PARTIES acknowledge and agree that there is no parking lot dedicated to users and visitors of the PREMISES. FMWC, its staff, and public patrons and/or guests, whether or not involved in FMWC activities at the PREMISES, may park vehicles adjacent to the PREMISES on the streets nearby in compliance with applicable rules governing such street parking. Exclusive or designated parking shall not be provided.

9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by FMWC in connection with the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and shall be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of FMWC that are unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason FMWC 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.

FMWC may hold fundraising activities at the PREMISES, 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. FMWC 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 PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, FMWC 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 PREMISES.** 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 PREMISES:
 - a. Pursuant to the mutual agreement of PARTIES, FMWC shall operate and maintain the PREMISES efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the PREMISES, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
 - b. FMWC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to the PREMISES, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
 - c. FMWC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the PREMISES. FMWC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with FMWC's use of the PREMISES property.
 - d. On a daily basis, FMWC shall maintain PREMISES in a clean condition removing all debris and trash and keep the PREMISES and the nearby areas clean at all times.
 - e. FMWC shall maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.

- f. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
 - g. FMWC shall be responsible for securing FMWC's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of FMWC personal property before, during, or after PERMITTED TIMES.
 - h. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's operations, or that is caused by ORGANIZATION's use of the PREMISES; ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.
11. **Consideration and CRRF.** The consideration for this AGREEMENT in exchange for FMWC's use of the PREMISES property, shall be FMWC's provision of garden-associated recreational activities, including but not limited to programming and services to the community, and the maintenance and/or repair of the PREMISES 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.
- a. **Utilities.** Pursuant to RAP policy regarding Cost Recovery Reimbursement Fees (CRRF) for 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 PREMISES, 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 PREMISES under this AGREEMENT, FMWC shall pay directly to the utility service provider for water and other utilities used at PREMISES.
 - b. **Trash, Solid Waste Disposal and Portable Toilets.** Pursuant to RAP policy regarding CRRF for 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 and rental of portable toilets shall be at the sole expense of FMWC, with services of a non-CITY provider billed directly to FMWC.
12. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the PREMISES without prior written authorization by RAP. FMWC 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 FMWC.

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, FMWC 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 PREMISES, FMWC 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. 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, FMWC 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, FMWC 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, FMWC 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. FMWC 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. FMWC and City shall discuss and coordinate the community process once deemed necessary.
- i. FMWC shall submit approved plans and specifications for final approval to:

Superintendent, Planning, Maintenance and Construction 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, FMWC may commence construction in coordination with CITY staff.
14. **Insurance**. Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, FMWC shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. FMWC or any third-party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. FMWC will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.
- a. FMWC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving FMWC thirty (30) calendar days written notice.
 - b. If any of the required insurance contains aggregate limits or applies to other operations of FMWC outside of this AGREEMENT, FMWC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. FMWC shall further

restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) 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, FMWC 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 FMWC.
 - d. FMWC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and FMWC agrees to reimburse CITY for all money so paid for such procurement or renewal.
 - e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of FMWC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
15. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, FMWC shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including FMWC's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by FMWC, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

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

16. **Casualty and Condemnation.** FMWC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PREMISES or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to FMWC's use. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If any portion of the PREMISES is taken by condemnation, CITY shall not be obligated to provide FMWC a replacement property for FMWC's use.
17. **Hazardous Substances.** PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. FMWC shall use the PREMISES 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 PREMISES. 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 FMWC 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 PREMISES.
18. **Publicity.** Should there be the need, 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 PREMISES, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each

other in writing prior to the release or use of any press release, public announcement, marketing, or promotion of the PREMISES prior to such event occurring. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or FMWC, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling 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 CITY or FMWC, in whole or in part, with respect to the use of the PREMISES, shall contain any acknowledgements required under any grant agreement.

19. **Signage.** No signs or banners of any kind shall be displayed by FMWC unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at FMWC's expense, of any sign previously approved by RAP and installed, or caused to be installed, by FMWC.
20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when available and appropriate. RAP has established a Park Film Office to coordinate and document the use of park property for film production purposes. Any commercial filming at the PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of the 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. FMWC shall not charge any fees for film production conducted at the PREMISES.
21. **Taxes and Possessory Interest.** FMWC shall pay all taxes of whatever character that may be levied or charged upon the rights of FMWC to use the PREMISES, or upon FMWC's improvements, fixtures, equipment, or other property thereon or upon FMWC'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. FMWC, 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 FMWC.** The following occurrences constitute events of breach or default of this AGREEMENT: FMWC 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 PREMISES as specified herein. FMWC'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 FMWC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by FMWC, 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 FMWC, and if FMWC 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 FMWC, terminate this AGREEMENT without further delay, whereupon FMWC shall terminate its activities at the FIELD 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 FMWC, perform or cause to be performed any of FMWC's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES 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 FMWC 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 FMWC 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 Section
221 North Figueroa Street, Suite 180, Mail Stop 628-9
Los Angeles, CA 90012

Tel.: (213) 202-5600

If to FMWC: Fathers and Mothers Who Care
c/o Linda Kelly, Executive Director,
or Sharon Mouzon, Executive Director of Programs

10975 South Vermont Avenue
Los Angeles, CA 90044

Phone: (323) 247-7667

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 FMWC or agency relationship. FMWC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FMWC 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 FMWC 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. **Approval of Sub-agreements.** Any 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 sublease, transfer or assignment of rights agreement affecting the PREMISES shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date FMWC proposes to implement any sublease, transfer or assignment of rights agreement. No such agreement shall take effect unless approved by CITY. FMWC shall have the right to engage subcontractors to provide services to the PREMISES with prior approval by CITY. FMWC shall require all subcontractors, individuals and entities providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.
29. **Safe Practices.** FMWC shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), FMWC must notify the Partnership Section as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring at the PREMISES shall be provided to the Partnership Section within seventy-two (72) hours. FMWC shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

30. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 10/17 v.3)" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 v.3)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, FMWC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean FMWC.

31. **Suspected Child Abuse.** FMWC must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Section 24 within 24 hours after a report has been made

32. **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: Garden Policies, Regulations, and Procedures

Exhibit C: Sample Annual Performance Report Questionnaire

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 10/17 v.3)

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 C; 4) Exhibit D; 5) Exhibit E; 6) Exhibit B.

[SIGNATURE PAGE FOLLOWS]

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

CITY:

FMWC:

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

FATHERS AND MOTHERS WHO
CARE, INC., 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

Little Green Acres Park Site Map

Site Map of the urban farm operated by Fathers and Mothers Who Care at Little Green Acres Park located at 10420 South Vermont Avenue, Los Angeles, CA 90044.

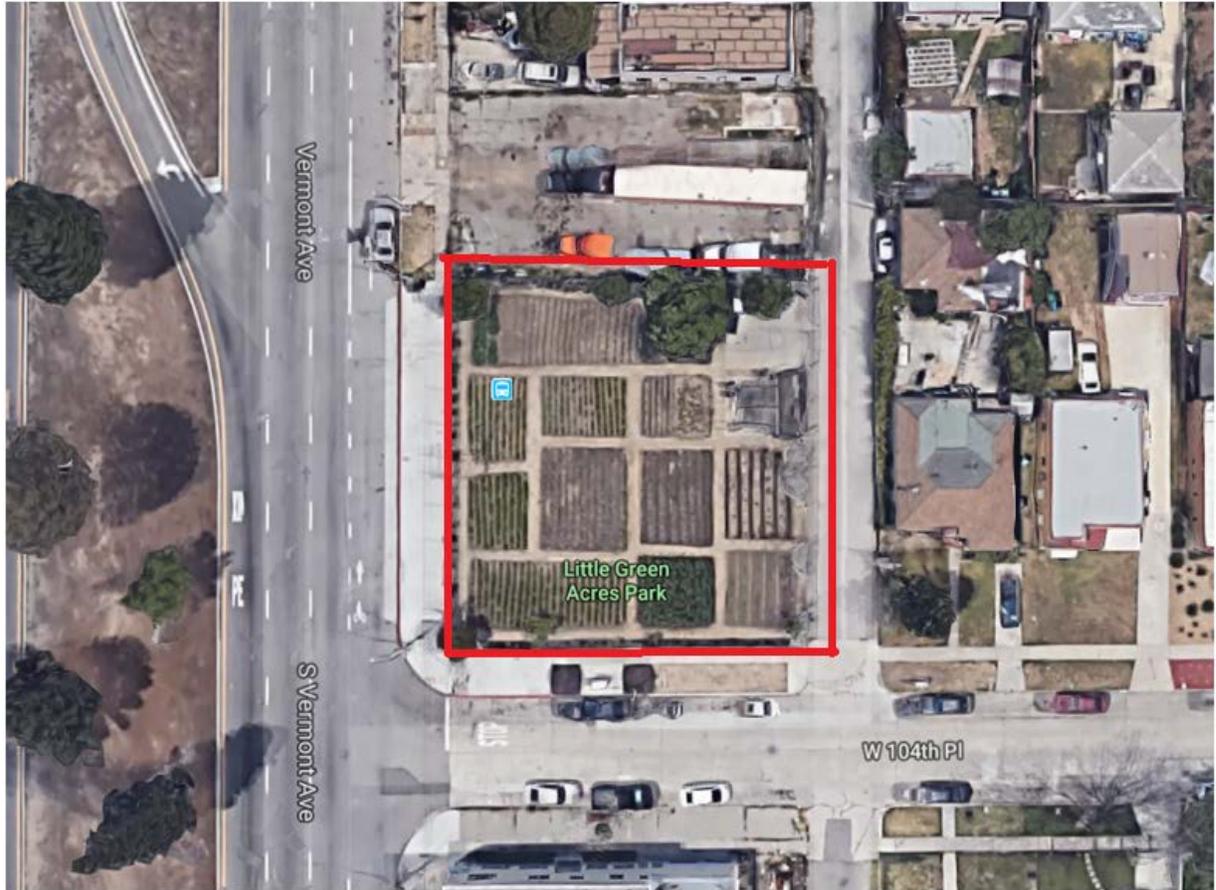


Exhibit B

Little Green Acres and FMWC Urban Garden Garden Policies, Regulations, and Procedures for Volunteers

Garden office phone: 323-247-7667 ext. 105

Website: <https://www.FMWCgardens.org>

FMWC will provide:

Water (regulated by the city and weather conditions)
Tools & Wheelbarrows on site
Fruits and Vegetables
Seeds
Organic Fertilizer
Hoses
Drip Irrigation System
Hand Tools
Row Covers
Any additional plot needs

Volunteer Gardeners are responsible for:

Community service assistance for garden plots
A clearly worked, weeded and harvested plot growing all season
Clear, weed-free pathways around plots
Maintaining current address, phone numbers and email address with the Gardens office

Garden Leaders

Garden Leaders are volunteers. The role of the Garden Leaders is to provide support for gardeners and to serve as liaisons between the gardeners and the Gardens office. They host garden orientation, assist with work days, weed reminders, events and communication. Garden Leaders are a great resource for questions and concerns and will try to provide information or coordinate help.

Garden Policies

Plot Assignment

Garden plots are not assignable to others. All community garden program participants require registration through Gardens Office.

Plot Neglect/Abandonment

Plots must be obviously worked and weed control, weather permitting. If you are unable to keep or maintain the plot assigned to you, you must contact the Gardens office. Temporary help will be sought, or the plot will be reassigned permanently, depending on the circumstances.

Service

Four hours of Service time must be given to the Garden Program. In addition to the maintenance of the plot(s) and pathways will be monitored. There are many tasks needing completion, and we are open to unique and creative suggestions. Specific garden work days will be scheduled throughout the season. For other events and/or activities, please coordinate with the Garden Office. Service hours must be

logged online using the link on the Gardens website. If you do not have access to the internet, please call the Gardens office to report the following: your name, plot number, task(s) completed, date completed, and the number of hours completed. The deadline to complete and report community service hours vary. Garden Work Days For your convenience, specific days throughout the season will be designated as service work days. Work days will be announced in emails and in each monthly newsletter. Garden Office will supervise these days.

Aged Manure

It is the responsibility of Garden office to arrange delivery of manure for the plots. Manure must be “aged” and needs to be immediately watered down and thoroughly worked into the soil within forty-eight hours of delivery.

Trash

Trash and compost bins are supplied by the Garden Office.

Sharing Surplus

The Garden office will organize a food donation program. Please note that it is not permitted to sell excess produce from Garden plots.

Maintenance Regulations

Composting

Compost containers are available at each of the gardens for all compostable garden waste. Please do not overfill compost bins. If bins are full, please contact Gardens Office and wait until bins have been emptied to add any compostable debris. Please do not leave piles of trash in front of the compost bins. The bins cannot be emptied if there is debris in front of them. If containers are full, you can leave compost piles in a plot until the bin has been emptied.

All individual garden compost piles and bins must abide by the following regulations.

1. All compost must be contained in the container. This regulation will prevent open piles from providing food for rodents.
2. Bins must be lined on all sides with ¼ inch strong wire hardware mesh. This regulation will prevent rodents from chewing their way into compost through plastic containers.
3. Bins must have a lid. Rodents will not be able to climb into compost systems if there is a lid preventing their access.
4. Bins must have a minimum of ¼ inch mesh hardware wire lining the bottom and bent 1 foot up the sides to prevent rodents and other wildlife from burrowing into compost underground.
5. Bins with openings larger than ¼ inch must be lined with ¼ inch mesh hardware wire. This regulation will prevent wildlife from crawling into the container through holes in the structure.
6. The following items are not allowed in garden compost bins: meats, fish oily foods, milk products, and manures. Rodents are attracted to these items.

Any compost that is not contained in containers following the above regulations, or gardeners that place the items listed above in their compost will receive a compost regulation reminder. If the compost bin or pile is not removed or reconstructed within 14 days of the reminder the garden plot will be revoked and reassigned to another gardener.

Plot Maintenance

Plots must be reasonably maintained. Reasonably maintained means weeds under control and plants are regularly cared for, pruned, watered and harvested. Plants must not exceed plot boundaries. By November 15th, all non-wintering plants inside of the garden plot must be removed as well as stakes, walls of water, row covers, etc. You may not store black plastic bags of leaves/organic matter over the winter. No furniture, trash or items other than garden related are allowed in the garden. (A chair or bench is acceptable).

Path Maintenance

It is each volunteer gardener's responsibility to keep paths clear and weed-free (the half of the route closest to the plot). Pathways around each plot are to be 4 feet wide. Paths must be clear, weed-free and well mulched. Gardens with gravel pathways will need to be regularly weeded. Putting mulch or planting clover in gravel pathways is not permitted as an acceptable means of weed control. Weeding after rain works!

Mechanized Equipment

No person shall operate mechanized equipment including, without limitation, lawn mowers, roto-tillers, garden tractors, and motorized weed trimmers, between the hours of 8:00 pm – 6:00 am Monday – Friday / 8:00 pm and 10:00 am Saturday and Sunday.

Weeds

There are many weeds in the gardens. Weeds compete with other plants in your garden and can quickly become invasive. If weeds are left to go to seed, they will affect neighboring gardens as well. If Garden Office sees too many weeds in the garden or your if plot looks unworked, you will receive an email or written letter from The Gardens. If there is no communication and resolution after one week, your volunteering will be revoked.

Organic Only

Herbicides, insecticides and fertilizers made from synthetic chemicals are NOT permitted.

Fences

Fencing within the urban garden is not allowed.

Accessory Garden Structures

No structure in a garden plot shall be allowed without the written consent of Garden Office. If consent is given all garden structures should be contained within the plot and shall not shade the neighboring garden plots.

Water, Hoses & Drip System

Use of water should always be controlled. Timers are in future. Keep hydrants in the "off" position when not in use. Continuous pressure from being left in the "on" position for timers and other devices leads to the rapid breakdown of the hydrants and their internal parts. Check hoses for leaks. Volunteer Gardeners may not leave garden hoses in use unattended unless using a drip irrigation system. It is recommended to use Teflon tape at all connection points between hydrants, timers and hoses to prevent leaking and cracking of plastic parts when tightened. Prior to May 15th and after September 15th all hoses, drip irrigation and times must remain disconnected overnight unless otherwise directed by Garden Office.

Not Allowed in the Gardens

Marijuana cultivation, bee hives, tires, pressure treated wood, carpet, barbed wire, smoking, music (use headphones please), selling produce, fruit trees, unleashed pets and unsupervised children.

Tools

Basic tools and wheelbarrows are kept on site in the gardens shed for everyone's use. Please place any tools you use back in the shed and lock everything up. The Garden Program is not responsible for any personal tools, etc. Please contact the Gardens office for the tool shed code.

Responsible community tool use:

As respectful gardeners, we cherish our community tools, we use them carefully, we leave them better than before we used them, and we put them away for safe keeping before we leave the garden.

- Please use each tool for its intended purpose
- Clean tools when you are finished using them
- Put each tool in its proper storage slot before you leave
- If needed, ask Lead gardener about the correct use of tools
- If you see a tool being misused, kindly ask for assistance
- If a tool needs repair or attention, please let the garden office know

Conduct Regulations

No volunteer gardener, participants, or guest shall:

1. Steal, damage, or misuse any of the Gardens property
2. Smoke in the Garden boundaries or within fifteen feet of any entry into the gardens. No person may chew tobacco or products containing nicotine in the gardens.
 - a. Tobacco carries the Tobacco Mosaic Virus which is harmful to plants.
3. Commit harassment of any person including
 - a. Lays a hand upon, shoves, strikes, or threatens another gardener, staff, community member, or guest
 - b. Engage in obscene gestures, objectionable demonstrations
 - c. Uses foul language (swearing) or abusive verbal attack upon any fellow gardener
4. Commit indecent exposure
5. Bring a "weapon" into the gardens; knives with blades no longer than 3 and ½ inches in length are exempted. This prohibition does not apply to police officers carrying service weapons in accordance with their department's policies.
6. Possess or sell illegal drugs in or around the gardens.
7. Fail to leave any portion of the gardens immediately upon being told by a Gardens office, volunteer, or leader.
8. Disturb other gardeners or guest to substantially interfere with their use of the gardens or constitute a general nuisance. Disturbances may arise from the inappropriate use of personal equipment including but not limited to cellular phones, computers, PDA's, radios, music players, MP3 players, and conservations which contain any offensive utterance, gesture, or display, which tends to incite an immediate breach of peace.
9. Solicit donations of money or anything of value or sell or take orders for anything of value in the garden except for persons who have entered the gardens to conduct a commercial transaction within the garden.

10. Enter the garden while that person's abilities are impaired to the slightest degree by alcoholic beverages or illegal drugs or remain in the garden in such a state of impairment.

Volunteer Gardening Revoking, Probation, Suspension, and Termination Procedures

The Gardens has the right to revoke a volunteer gardening pass for any reason, including failure to comply with stated regulations. FMWC personnel, volunteers, or guest may intervene to prohibit any activity or behavior that appears to present an immediate danger to staff, gardeners, or any other person.

The Gardens will send out alerts of any updates regarding a gardener who violates the Conduct Regulations. FMWC Gardens will keep an electronic and hard copy of all Community Garden Regulation violations and communications for documentation.

Revoking Procedure

The Revoking Procedures for noncompliance of Plot Maintenance Regulations

1. Garden Reminder

a. Definition– Assigned gardener whose plot is not in compliance with the Plot Maintenance Regulations, will receive a Garden Reminder email or letter (when an email address is not available). The Garden Reminder specifies the Plot Maintenance Regulations that is currently violated in the gardener's plot.

b. Notification– Volunteer Gardener will be notified by the garden office of any plots that are not in compliance with the Plot Maintenance Regulations. A gardener receives the Garden Reminder from Gardens Office via (a) an email address supplied by the gardener when he or she registered as a volunteer gardener or (b) a letter sent to the address provided by the gardener when he or she registered.

c. Steps to Remedy the violation – Each Garden Reminder specifies the Plot Maintenance Regulation(s) in violation that must be brought into compliance within seven days of the sent date. The garden office is responsible for checking the plot seven days after the Garden Reminder and informing Gardens' Operation Coordinator of the plot's compliance with the Plot Maintenance Regulation(s) specified in the Garden Reminder. If a gardener is not able to remedy the violation before to the deadline the gardener must contact FMWC Gardens' Operation Coordinator before the deadline to request an extension. All cases will be reviewed individually, with FMWC Gardens office making the final decision regarding extensions. Any gardener who complies with the Garden Reminder within the seven-day period or a deadline approved by Gardens will have no further penalization. If the plot is not in compliance by the deadline and no extension was granted, then it is assumed the gardener cannot, and Gardens will send a Revoking Notification (see 2).

d. Dispute of Violation – A gardener who feels they unrightfully received the Garden Reminder can contact Gardens Operation Coordinator with visual evidence that the plot(s) comply with the Plot Maintenance Regulations. All cases will be reviewed individually, with Gardens office making the final decision regarding Garden Reminders.

2. Plot Revocation

a. Definition – A plot that is not in compliance with the Plot Maintenance Regulations seven or more days after a Garden Reminder was sent will be revoked and reassigned to someone on the waitlist. Seven days after the Plot Revocation notification was sent Gardens’ Operations Coordinator will reassign the plot to a gardener(s) on the waitlist.

b. Notification–A Plot Revocation email and a letter will be sent to the gardener and will state that the gardener privileges have been revoked and that any personal item needs to be removed.

c. All things that remain in the plot after seven days become the property of Growing Gardens and are disposed of, donated, or left for the new gardener.

d. Dispute of Violation – If a gardener feels their privilege was unrightfully revoked they can contact Gardens Operation Coordinator and provide visual evidence that he or she complied with the Plot Maintenance Regulations within seven days of being sent a Garden Reminder. All cases will be reviewed individually, with Gardens office making the final decision regarding the privilege being revoked.

Probation, Suspension, and Termination Procedures

Probation, Suspension, and Termination Procedures regarding noncompliance with the Conduct Regulation(s).

1. Probation

a. Definition– Any gardener who violates a Conduct Regulation can be placed on probation. During this time the gardener can continue gardening for the remainder of the gardening season with the expectation that he or she will comply with the Conduct Regulations and have discontinued their specific conduct violation immediately. Probation is lifted at the beginning of the following garden season. If the gardener violates their probation before it expires, he or she will be immediately suspended for the duration of the gardening season, and their privileges will be reassigned to another gardener. They are welcome to resubmit their name for community garden program participation for the following season

b. Notification– A gardener placed under probation will be notified by Gardens office immediately if Gardens’ office is present in the garden at the time of the violation and/or via (a) an email address supplied by the gardener when he or she registered for the plot, (b) a warning posted on the garden shed, and (c) a phone call to the phone number supplied by the gardener when they registered. Gardens office will alert the gardener of the violation and the actions being taken by the Gardens Office.

c. Steps to Remedy the violation – A gardener on probation can continue to garden if he or she complies with all Conduct Regulations. The gardener’s probation will end at the beginning of the following garden season assuming the gardener complied with the Conduct Regulations for the remainder of the season. If the gardener violated the Conduct Regulations, he or she would be suspended from the gardens.

d. Dispute of Violation – Gardeners who believe they have been unfairly placed on probation must provide concrete visual evidence and eyewitness accounts are reviewed by Gardens Office. All cases will be reviewed individually, with Gardens office making the final decision regarding probation.

2. Suspension

a. Definition – Any gardener who violates their probation or violates Conduct Regulation(s) 1, 3, 4, or 5 will be suspended from Gardens Community Garden Program. A suspended gardener cannot participate in the Community Garden Program for the remainder of the gardening season. The garden will be reassigned to another gardener from the wait list. If the gardener does not comply with the suspension, he or she will be terminated from Gardens’ Community Garden Program and not be allowed to apply for participation in the Community Garden Program in the future.

b. Notification – Suspended gardeners will be notified by Gardens Operation Coordinator or Program Coordinator in person and immediately if staff is present at the time of the violation and /or via (a) an email address supplied by the gardener when he or she registered for the plot or (b) a warning posted on the garden plot, and (a phone call to the phone number supplied upon registration. Gardens staff will alert the garden leader(s), landowner, and land managers of the violation and the actions being taken by Gardens.

c. Steps to Remedy the Situation – A suspended gardener has the opportunity to collect his or her belongings within seven days of suspension. After seven days any items that remain become the property of FMWC Gardens/ the Community Garden and will be disposed of or donated and reassigned. The gardener is eligible to rejoin the garden program in the following season.

d. Dispute of Violation – If a gardener believes they were unfairly suspended he or she must present visual evidence, and Gardens Office reviews eyewitness accounts. All cases will be evaluated individually, with Gardens office making the final decision regarding suspension.

3. Termination

a. Definition – A gardener who does not comply with his or her suspension or if Gardens office determines that the community gardener has created a public safety hazard, then Gardens may immediately terminate the gardener from the Growing Gardens’ Community Garden Program to ensure the safe operation of the garden. Terminated Gardeners will not be allowed to reapply for participation in the Community Garden Program.

b. Notification – The gardener will be notified of termination by Gardens in person and /or via (a) an email address supplied by the gardener when he or she registered or (b) a warning posted on the garden shed and (c) a written letter of termination.

c. Steps to Remedy the Situation – A gardener who is terminated after being placed on probation or suspension has had an opportunity to remedy the situation. Any other violator will not be given the opportunity to remedy, and the gardener must immediately remove his or her items from the gardens. Terminated gardeners will not be allowed to return to the gardens. All items that remain in the garden after seven days become property of FMWC Growing Gardens/ the Community Gardens and are either disposed of, donated, or reassigned to a new gardener. Seven days after the termination notification was sent Gardens’ Operations Coordinator will reassign the plot to a gardener(s) on the waitlist.

d. Dispute of Violation – If a gardener believes they were unfairly terminated from the Community Garden Program he or she must present visual evidence and eyewitness accounts to Gardens for review. All cases will be reviewed individually, with Gardens office making the final decision regarding termination.

Exhibit C
 Sample Annual Performance Report Questionnaire



City of Los Angeles Department of Recreation and Parks
 Partnership Section

ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: _____

ADDRESS: _____

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

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

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

A. PROGRAM

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

B. FINANCIAL

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

Partnership Section
Annual Performance Report

C. OUTREACH

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

D. SAFETY COMPLIANCE

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

E. ORGANIZATION COMPLIANCE

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

REQUIRED ATTACHMENTS (as applicable)

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

Thank you for your cooperation in completing this process.

Revised April 2020

Exhibit D

**Insurance Requirements
Required Insurance and Minimum Limits**

Name: Fathers and Mothers Who Care Date: 06/24/2019

Agreement/Reference: Operation and maintenance of an urban farm at Little Green Acres Park
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

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

Exhibit E

Standard Provisions for City Contracts

(To be attached)

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

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

TABLE OF CONTENTS (Continued)

PSC-23 Insurance 9

PSC-24 Best Terms..... 9

PSC-25 Warranty and Responsibility of Contractor..... 10

PSC-26 Mandatory Provisions Pertaining to Non-Discrimination in Employment..... 10

PSC-27 Child Support Assignment Orders..... 10

PSC-28 Living Wage Ordinance 11

PSC-29 Service Contractor Worker Retention Ordinance 11

PSC-30 Access and Accommodations 11

PSC-31 Contractor Responsibility Ordinance..... 12

PSC-32 Business Inclusion Program..... 12

PSC-33 Slavery Disclosure Ordinance 12

PSC-34 First Source Hiring Ordinance..... 12

PSC-35 Local Business Preference Ordinance 12

PSC-36 Iran Contracting Act 12

PSC-37 Restrictions on Campaign Contributions in City Elections..... 12

PSC-38 Contractors’ Use of Criminal History for Consideration of Employment Applications 13

PSC-39 Limitation of City’s Obligation to Make Payment to Contractor 13

PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards 14

PSC-41 Compliance with California Public Resources Code Section 5164..... 14

PSC-42 Possessory Interests Tax..... 14

PSC-43 Confidentiality..... 15

Exhibit 1 Insurance Contractual Requirements..... 16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

	Limits
Workers' Compensation (WC) and Employer's Liability (EL)	WC _____ Statutory _____ EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
General Liability	
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	_____
Professional Liability (Errors and Omissions)	_____
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<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"/> _____
Pollution Liability	_____
<input type="checkbox"/> _____	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
Crime Insurance	_____

Other: _____

**Little Green Acres Garden
10420 South Vermont Avenue**

Photo from Community Build – Volunteers Event held on November 1st and 2nd, 2018

Urban Greening with SCA, Timberland, and Journeys
in Los Angeles, CA



**Teaming Up to Green Little Green Acres
Park**

On Thursday, November 1st, SCA, Timberland, Journeys, and many local partners came together to transform an abandoned community garden into a thriving green space for the LA community. Over 80 participants tallied more than 500 service hours, uniting to renew 10,018 square feet of garden space. These [Earthkeepers](#) came out in force to plant 1,800 seeds and plants, install 24 structures, and create a 400 square foot pollinator garden.

