

APPROVED

NOV 17 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-293

DATE November 17, 2022

C.D. 6

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SEPULVEDA BASIN RECREATION AREA - MARK TAPER INTERGENERATIONAL CENTER - APPROVAL OF PROPOSED AMENDMENT NO. 4 TO LEASE AGREEMENT NO. C-109009 WITH ONEGENERATION; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz \_\_\_\_\_ M. Rudnick \_\_\_\_\_
H. Fujita \_\_\_\_\_ fur \* C. Santo Domingo DF
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_

[Handwritten signature]

General Manager

Approved X With Corrections Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

- 1. Approve, subject to approval of the City Council and the City Attorney as to form, the Fourth Amendment (Amendment 4) to Lease Agreement No. C-109009 (Lease) with ONEgeneration (ONE), substantially in the form on file in the Board Office and attached as Exhibit A to this Report, to amend the Lease Premises at Mark Taper Intergenerational Center (Center) in order to allow for the development of a public bikeway and pedestrian path as part of the LA River Way - San Fernando Valley Completion Project, and to include a portion of the parking lot area outside of the Premises that was previously not included in ONE's leased area, as further described in the Summary of this Report;
2. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE; and,

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4. Direct the Board of Recreation and Park Commissioners' (Board) Secretary, in accordance with Executive Directive No.3, to forward the proposed Amendment 4 to the Mayor and, concurrently, to the City Council for approval and the City Attorney for review and approval as to form; and,
5. Upon receipt of the necessary approvals by City Council and the City Attorney, authorize the Board President and Secretary to execute Amendment 4.

### SUMMARY

On January 5, 1967, the United States Department of Army and the City of Los Angeles, through the Board entered into a fifty (50) year Master Lease Agreement No. DACW09-1-67-11 (Master Lease), for the Department of Recreation and Parks (RAP) to occupy and use portions of the Sepulveda Flood Control Basin under the jurisdiction of the United States Army Corps of Engineers (USACE), which includes the property located at 17400 Victory Boulevard, Van Nuys, California 91406, commonly known as the Center (Exhibit B).

On February 25, 2002, the term of the Master Lease was extended by Supplemental Agreement No. 4, to January 5, 2042 (Exhibit C).

On August 11, 2004, the Board, through Report No. 04-231, approved a ten (10) year Lease agreement with ONE, a California 501 (c) (3) non-profit corporation (Exhibit D), authorizing ONE's occupancy and use of the Center. ONE has occupied the Center since 1991, successfully serving the San Fernando Valley senior and youth population through its many senior and young children based recreational programs and services. Over the years, ONE has expanded its operations with additional services and programs to better serve the needs of seniors and young children in the community. ONE currently provides a place for seniors and young children, and their families, to enhance their quality of life by congregating and socializing at the Center through various classes, services, and recreational programs. ONE provides a variety of comprehensive services for seniors, adults, and young children, such as, but not limited to, childcare, adult daycare, health services, senior advocacy, support groups, volunteer opportunities, legal assistance, counseling, hot lunches, and other programs specifically designed to "empower" seniors, parents, and families.

On May 4, 2011, the Board, through Report No. 11-122, approved the first amendment to the Lease, extending the term of the Lease through 2025 (Exhibit E).

On December 10, 2014, the Board, through Report No. 14-310, approved the second amendment to the Lease, extending the term of the Lease through 2035 (Exhibit F).

On July 11, 2018, the Board, through Report No. 18-135, approved the third amendment to the Lease, extending the term of the Lease to October 24, 2040 (Exhibit G).

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### LA River Way - San Fernando Valley Completion Project

The LA River Way - San Fernando Valley Completion Project includes the development of approximately 13 miles of new bikeway and greenway along the Los Angeles River (LA River) in the San Fernando Valley. The Project runs between Vanalden Avenue to the west and Forest Lawn Drive/Zoo Drive to the east, and spans across Council District (CD) Nos. 2, 3, 4, 5, and 6. The improvements will include pedestrian walking paths, decorative fencing and gates, roadway crossings, pet waste stations, drinking fountains, lighting, operational and wayfinding signage, site furnishings, educational interpretive elements, Best Management Practices (BMPs) for stormwater runoff, landscaping and irrigation.

Construction of the Project will allow for the following benefits:

- An integrated active transportation network weaving together a system of neighborhood parks, schools, transit, jobs and other community amenities.
- A safe and direct alternative to traveling on high-speed east-west arterials
- An increased share of trips made by biking and walking, which will improve public health and air quality.
- Progress towards completion of the 13-mile San Fernando Valley Greenway, as well as the continuous 51-mile LA River Greenway, spanning from the San Fernando Valley southeast to Long Beach. The completed LA River Greenway will create a backbone for active transportation and transform the Los Angeles region.

Construction on the Project is slated to begin in Fall of 2023.

RAP received a request from Department of Public Works (DPW) to remove from the Premises (as such term is defined in the Lease) leased under the Lease a 0.13-acre (5,754 square foot) portion of real property located east of White Oak Avenue, and between the Center and the Los Angeles River (Exhibit A). Removal of this area from the Lease Premises will allow for the construction, operation, and maintenance by DPW of improvements such as landscaping, irrigation, lighting, and fencing, adjacent to the planned bikeway and pedestrian path.

In doing due diligence in addressing DPW's request, RAP staff noticed that the original Lease Premises did not include an approximate 0.41-acre (17,878 square foot) portion of the Center's parking lot, already utilized by ONE. Accordingly, in addition to removing a portion of real property from the Lease as set for above, RAP is recommending this parking lot area now be added to the Lease Premises as part of Amendment 4 (Exhibit A).

RAP staff has reviewed the request from DPW and recommends that the Board grant the request. The approval of proposed Amendment 4 will not be a detriment to RAP operations. It should be noted that the proposed improvements planned for the area removed from the Lease Premises, as part of the LA River Way - San Fernando Valley Completion Project will be completed and maintained at no cost to RAP.

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### TREES AND SHADE

The approval of Amendment 4 will have no impact on existing trees or shade at the Center.

### ENVIRONMENTAL IMPACT

The proposed board action consists of the amendment of a lease of an existing facility involving negligible or no expansion of use.

According to the parcel profile report retrieved on August 23, 2022 this area resides in a liquefaction zone. The extension of this lease will not create conditions that would aggravate the seismic risk.

This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of August 23, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

The approval of Amendment 4 will have no fiscal impact on RAP's General Fund as DPW will bear all costs associated with this action.

The costs for the design, development, and construction of the proposed improvements to the area removed from the Lease Premises as part of the LA River Way - San Fernando Valley Completion Project, will be funded by funding sources other than RAP's General Fund.

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### STRATEGIC PLAN INITIATIVES AND GOALS

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

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

**Outcome No. 2:** Safe and welcoming environments at all parks

**Result:** The approval of Amendment 4 will help enable the implementation of the LA River Way - San Fernando Valley Completion Project, which will help create safe access for people walking and bicycling to, and through, the Center.

This Report was prepared by Bryan Miller, Management Analyst, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A - Mark Taper Intergenerational Center - Lease Amendment 4
- 2) Exhibit B - USACE Master Lease Agreement No. DACW09-1-67-11
- 3) Exhibit C - USACE Master Lease - Supplemental Agreement 4
- 4) Exhibit D - Mark Taper Intergenerational Center Lease
- 5) Exhibit E - Mark Taper Intergenerational Center - Lease Amendment 1
- 6) Exhibit F - Mark Taper Intergenerational Center - Lease Amendment 2
- 7) Exhibit G - Mark Taper Intergenerational Center - Lease Amendment 3

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION  
FOR THE USE OF  
MARK TAPER INTERGENERATIONAL CENTER

AMENDMENT NO. 4 TO LEASE AGREEMENT NO. C-109009

This Amendment No. 4 to Lease Agreement No. C-109009, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners (“City”) and ONEgeneration, a California non-profit corporation (“ONE”).

WHEREAS the United States Army Corps of Engineers (“USACE”) owns certain real property located within the Sepulveda Flood Control Basin at 17400 Victory Boulevard, Van Nuys, California 91406, commonly known as the Mark Taper Intergenerational Center (“Premises”);

WHEREAS City has operational jurisdiction over the Premises pursuant to Master Lease No. DAWC09-1-67-11, executed on January 5, 1967, between City and USACE;

WHEREAS City and ONE entered into Lease Agreement No. C-109009 (“Lease”) executed October 25, 2005, approved by the Board of Recreation and Park Commissioners on August 11, 2004, (Report No. 04-231) and City Council on July 12, 2005, (Council File No. 05-0916), authorizing the occupancy and use of the Premises by ONE for an initial term of ten (10) years;

WHEREAS City and ONE entered into Amendment No. 1 to the Lease, executed on September 7, 2011, Amendment No. 2 to the Lease executed on January 14, 2015, and Amendment No. 3 to the Lease executed on November 26, 2018, which collectively extended the term of the Lease to October 24, 2040;

WHEREAS the Department of Public Works, Bureau of Engineering (BOE) is planning to develop a bicycle path through the Sepulveda Basin Recreation Area, along the Los Angeles River;

WHEREAS BOE’s design plan of the bicycle path requires City to possess and control a small portion of the Premises currently leased to ONE;

WHEREAS a small area outside the Premises, comprising a portion of the adjacent parking lot, had inadvertently been excluded from the Premises in the Lease; and

WHEREAS City and ONE now desire to amend the Lease to adjust the boundaries of the Premises (1) to allow the development of BOE's planned bicycle path and (2) to include the aforementioned portion of the parking lot in the Premises:

NOW THEREFORE, in consideration of the forgoing and pursuant to the terms and conditions of the Lease and the amendments thereto, City and ONE hereby agree to amend the Lease (including all prior amendments thereto) as follows:

1. Section 2.1 of the original Lease, titled "Premises," is hereby stricken and without any force or effect, and is replaced in its entirety with the following provision:

2.1. **Premises.** City leases to ONE and ONE leases from City the real property (together with all appurtenances, easements, and rights of way applicable to the Premises) located at 17400 Victory Boulevard, Van Nuys, California 91406, otherwise known as the Mark Taper Intergenerational Center, as described in the Legal Description attached to this Lease as Exhibit A (by this reference incorporated into this Lease as though fully set forth herein)."

2. Exhibit A to the original Lease, titled "PLOT PLAN," is hereby stricken and without any force or effect, and is replaced in its entirety with the exhibit attached to this Amendment No. 4, titled "EXHIBIT 'A'" and constituting a legal description of the Premises.

3. City and ONE agree that the Lease and the prior amendments thereto, as modified by this Amendment No. 4, remain in full force and effect. To the extent that the provisions of the Lease or the prior amendments thereto conflict or are inconsistent with the provisions of this Amendment No. 4, the provisions of this Amendment No. 4 shall govern and control.

4. **Use of Criminal History for Consideration of Employment Applications.** The Lease (including any amendments thereto) is subject to Los Angeles Administrative Code ("LAAC") sections 10.48 et seq., which regards the use of criminal history for consideration of employment applications. ONE shall fully comply with LAAC sections 10.48 et seq. City shall have the right to terminate the Lease (including any amendments thereto) at any time if City determines that ONE failed to comply fully with LAAC sections 10.48 et seq.

5. **Border Wall Contracting.** The Lease (including any amendments thereto) is subject to LAAC sections 10.50 et seq., which regards Disclosure of Border Wall Contracting. ONE shall complete fully and accurately an affidavit listing all Border Wall Bids and Border Wall Contracts (as those terms are defined in LAAC section 10.50.1). City shall have the right to terminate the Lease (including any amendments thereto) at any time if it determines that ONE failed to complete fully and accurately the affidavit and disclose all Border Wall Bids and Border Wall Contracts.

**6. Covid-Vaccination Requirement.** Employees of ONE and persons working on its behalf, including without limitation subcontractors (collectively, "ONE Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") before (1) interacting in person with City employees, contractors, or volunteers, (2) working on Premises while performing services under the Lease, including amendments thereto, or (3) coming into contact with the public while performing services under the Lease, including amendments thereto, (collectively, "In-Person Services"). "Fully vaccinated" means that fourteen (14) or more days have passed since ONE Personnel have received the final dose of a two-dose COVID-19 vaccine series (e.g., Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (e.g., Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning ONE Personnel to perform In-Person Services, ONE shall obtain proof that such ONE Personnel have been fully vaccinated. ONE shall retain such proof for the term of the Lease, as the same may be extended. ONE shall grant medical and religious exemptions to ONE Personnel as required by law.

[Signature page to follow]

IN WITNESS WHEREOF, City and ONE have caused this Amendment No. 4 to Lease Agreement No. C-109009 to be executed by their duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022

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

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

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

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022

**TENANT:**

By \_\_\_\_\_

Approved as to Form:  
DATE: \_\_\_\_\_

MICHAEL N. FEUER  
City Attorney

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

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy

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

## EXHIBIT "A"

Being a portion of Lot B of Rancho El Encino, in the City of Los Angeles, County of Los Angeles, State of California per map recorded in Book 4232, Pages 124 and 125 of Deeds of said County, described as follows:

Commencing at a set Spike and Washer tagged LACS per City of Los Angeles Centerline Tie FB 41244, Page 30, being the intersection of the centerline of White Oak Avenue, 100 feet wide and the centerline of the Los Angeles River, variable in width; thence northerly along the center line of said White Oak Avenue, shown as having a bearing of North  $00^{\circ}28'31''$  East on said center line tie, a distance of 149.42 feet; thence leaving said centerline, South  $89^{\circ}31'29''$  East 50.00 feet to the easterly line of said White Oak Avenue; thence leaving said right of way, South  $71^{\circ}58'16''$  East 49.07 feet to the beginning of a curve, concave northerly and having a radius of 86.00 feet; thence easterly along said curve an arc distance of 27.06 feet, through a central angle of  $18^{\circ}01'44''$ ; thence North  $90^{\circ}00'00''$  East 325.20 feet to the beginning of a curve, concave southerly having a radius of 3125.00 feet; thence easterly along said curve an arc distance of 860.56 feet, through a central angle of  $15^{\circ}46'41''$  to the POINT OF BEGINNING to which a radial line bears North  $15^{\circ}46'41''$  East; thence continuing along said curve, an arc distance of 491.34 feet, through a central angle of  $9^{\circ}00'30''$ ; thence South  $65^{\circ}12'49''$  East 77.20 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 1185.06 feet, and to which beginning a radial line bears South  $24^{\circ}23'31''$  West; thence easterly along said curve an arc distance of 152.26 feet, through a central angle of  $7^{\circ}21'42''$ ; thence North  $00^{\circ}13'31''$  East 720.58 feet to the southerly line of Victory Boulevard, 145 feet wide; thence westerly along said southerly line, North  $89^{\circ}45'46''$  West 668.00 feet; thence leaving said southerly line, South  $00^{\circ}14'14''$  West 31.44 feet to the northerly terminus of an existing fence line; thence southerly along said fence line, South  $02^{\circ}19'38''$  West 136.19 feet; thence South  $00^{\circ}31'43''$  West 147.39 feet; thence South  $00^{\circ}14'14''$  West 152.11 feet to The POINT OF BEGINNING,

Having an area of 395,158 square feet, more or less.

This Legal Description is described on the accompanying "Legal Description Map Exhibit B", is made a part hereof for reference purposes, was prepared as a convenience, and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

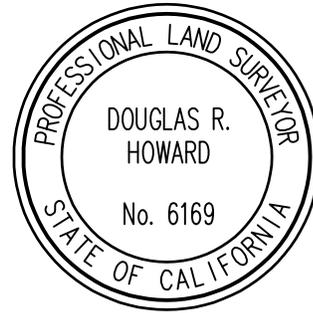
Prepared under the direction of



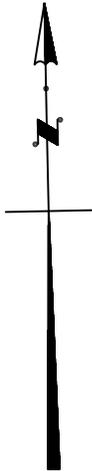
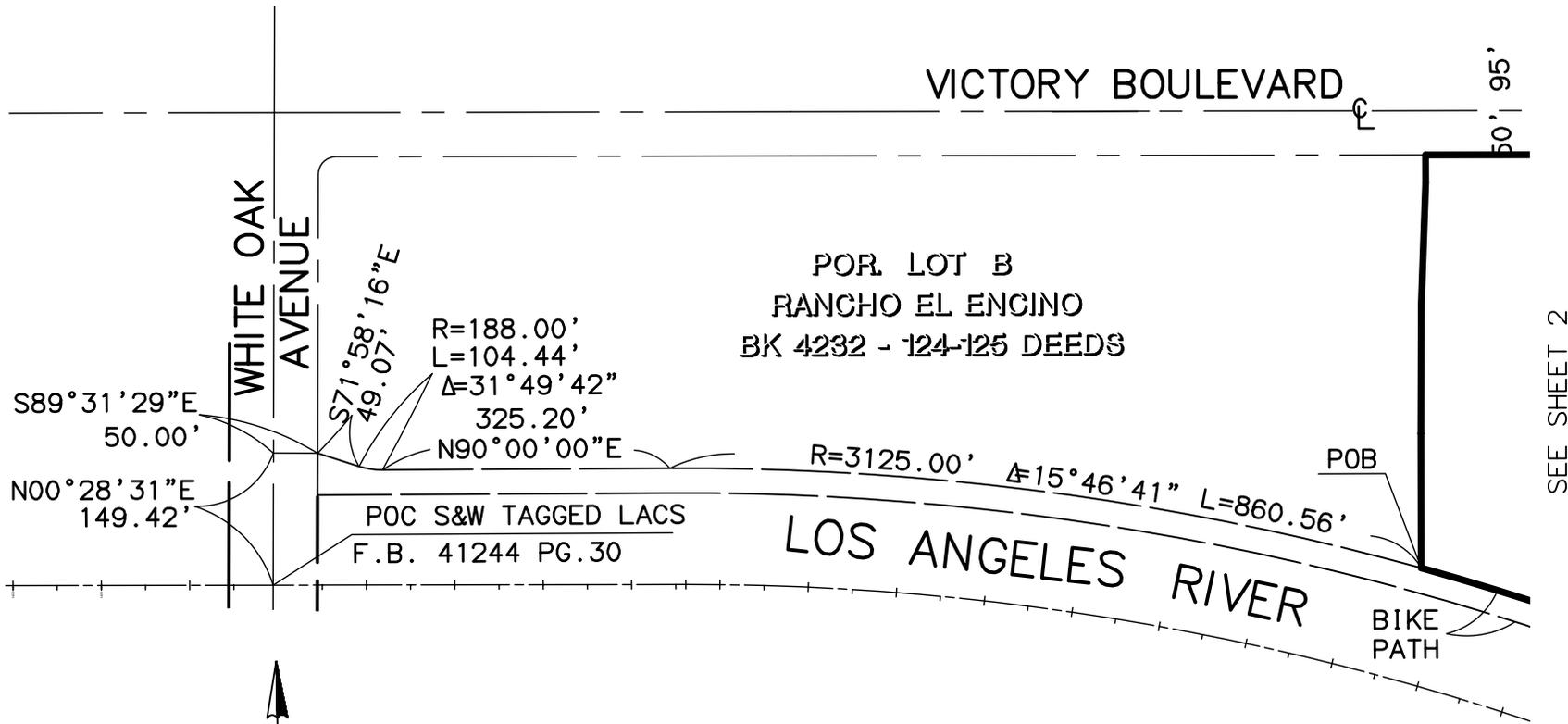
1/07/2022

\_\_\_\_\_  
Douglas R. Howard, PLS 6169  
PSOMAS

\_\_\_\_\_  
Date

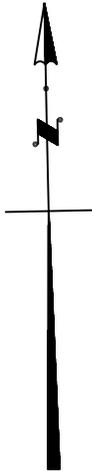
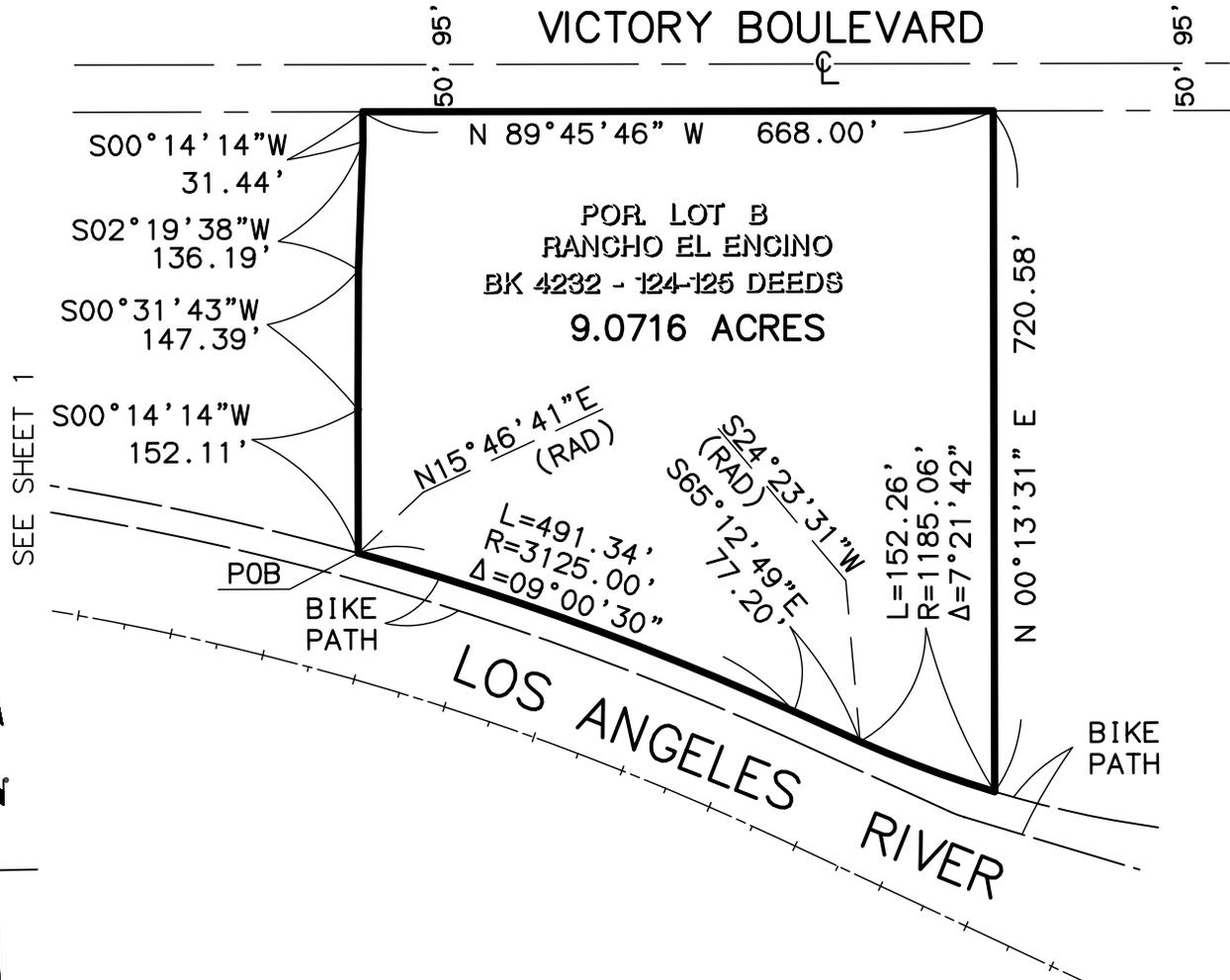


# LEGAL DESCRIPTION MAP EXHIBIT



SCALE: 1" = 200'

# LEGAL DESCRIPTION MAP EXHIBIT



SCALE: 1" = 200'

DEPARTMENT OF THE ARMY

LEASE

NO. DACW09-1-67-11

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

REPUBLICAN FLOOD CONTROL BASIN / LOS ANGELES COUNTY, CALIFORNIA PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (76 Stat. 1195; 16 U.S.C. 460d), hereby grants to the CITY OF LOS ANGELES, a municipal corporation of the State of California, hereinafter called the lessee,

a lease for a period of fifty (50) years commencing on the date of execution, and extending to use and occupy approximately 1,641.48 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Republican Flood Control Basin Project Area, as shown in red on Exhibit A, drawing numbered 67-2-20.2, dated 26 April 1966,

attached hereto and made a part hereof, for public park and recreational purposes, and as described in Exhibit B, legal description dated 25 April 1966, File 67-2-20.2, both exhibits being attached hereto and made a part hereof, and revised 17 Nov 66,

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the said project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the property from fire, vandalism, and soil erosion, and may make and enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such rules and regulations are not inconsistent with those prescribed by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the leased property for the purposes of this lease, in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for said property and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer, in charge of the administration of the property, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including buildings, improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand for the use of the area for public park and recreational purposes either directly or through concession agreements with third parties. All concession agreements shall expressly state that they are granted subject to all of the terms and conditions of this lease and that the concession agreement will not be effective until the terms and conditions thereof are approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of all or any part of the leased premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The amount of any fees to be charged by the lessee and all rates and prices charged by the lessee or its concessionaires for accommodations, food (except packaged goods), and services furnished or sold to the public shall be subject to regulations and the prior approval of the District Engineer. The lessee shall, not less than 15 days prior to 30 April and 31 October of each year that

this lease remains in effect, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following 6 months. The lessee shall furnish justification for any proposed fee, rate or price increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the leased premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and further development of the leased premises. Any such monies not so utilized by the lessee shall be paid to the District Engineer at the expiration of each 5-year period of this lease. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer.

7. All structures shall be constructed and all work accomplished in accordance with plans approved by the District Engineer.

8. The right is hereby expressly reserved to the United States, its officers, agents, and employees, to enter upon the said land and water areas at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use of said land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States and the Los Angeles County Flood Control District shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities on the said premises, and the lessee shall hold the United States harmless from any and all such claims.

11. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least ~~thirty~~ <sup>one hundred and eighty (180)</sup> days' notice in writing.

12. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of ~~thirty~~ <sup>(90)</sup> ~~(30)~~ days after notice thereof in writing by the District Engineer.

13. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the said Government premises, remove all property of the lessee therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then said property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

14. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder.

15. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to the City of Los Angeles, Department of Recreation and Parks, Room 505, City Hall, Los Angeles, California 90012;

if to the Government, to the District Engineer, U. S. Army Engineer District, Los Angeles, Corps of Engineers, P. O. Box 2711, Los Angeles, California 90053;

or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

16. The lessee takes this lease and the leased premises subject to all existing easements, and easements subsequently granted during the period of said lease for electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other utilities located or to be located within the area covered by this lease, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

17. Before the execution of this lease, conditions were revised, deleted, and added in the following manner:

- Revised: Granting clause and Conditions Nos. 2, 10, 11, and 12.
- Deleted: Conditions Nos. 6, 7, and 13.
- Added: Conditions Nos. 17 through 37. Conditions Nos. 17 through 36 are shown on attached sheets, marked Exhibit C, attached hereto and made a part hereof.

Assurance of Compliance With The Department of Defense Directive Under Title VI of The Civil Rights Act of 1964, attached hereto and made a part hereof (Exhibit D).

IN WITNESS WHEREOF I have hereunto set my hand this 5<sup>th</sup> of January, 1967; by direction of the Assistant Secretary of the Army.

*[Signature]*  
Sherry P. Myers  
Chief, Real Property  
Division, OASA (I&L)

Approved as to Form  
Date 11-22-66  
ROGER ARNEBERGH  
City Attorney  
By *[Signature]*  
Assistant

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 23<sup>rd</sup> day of November, 1966.

CITY OF LOS ANGELES, a municipal corporation of the State of California, acting by and through its Board of Recreation and Park Commissioners

By: *[Signature]*  
Title: President

ATTENT:  
*[Signature]*  
Secretary

COMMONWEALTH OF VIRGINIA )  
 ) SS  
COUNTY OF ARLINGTON )

On this 5<sup>th</sup> day of January, A. D., 19 67, before  
me, Lloyd T. Ford, a Notary Public in and for the said  
County and State, residing therein, duly commissioned and sworn, person-  
ally appeared SHERRY B. MYERS, known to me  
to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he signed the same by direction of the <sup>Assistant</sup> Secretary  
of the ~~Army~~ as the free and voluntary act and deed of the United  
States of America for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public  
Arlington County, Virginia

My Commission Expires:  
Lloyd T. Ford, Notary Public  
County of Arlington  
State of Virginia  
My Commission Expires 23 Sept. 1967  
\_\_\_\_\_

DATE: 25 April 1966  
UNIT: "A-10"  
ACREAGE: 1,641.48  
PROJECT: Sepulveda Flood Control Basin  
LOCATION: City of Los Angeles, California  
FILE: 63-K-38.2

OUTGRANT TO CITY OF LOS ANGELES FOR RECREATIONAL PURPOSES

That certain land, known as Sepulveda Flood Control Basin, situate in the City of Los Angeles, County of Los Angeles, State of California, being those portions of Rancho El Encino, Lot B, as shown on map recorded in Book 4232, pages 124 and 125 of Deeds in the office of the Recorder of said County; Tract 1000 as shown on map recorded in Book 19, pages 1 to 34, inclusive, of Maps in the office of said Recorder; Tract 1201 as shown on map recorded in Book 17, page 181 of Maps in the office of said Recorder; Tract 2955 as shown on map recorded in Book 31, pages 62 to 70, inclusive, of Maps, in the office of said Recorder; Tract 5231 as shown on map recorded in Book 101, page 71 of Maps, in the office of said Recorder; Tract 8511 as shown on map recorded in Book 121, pages 26 and 27 of Maps, in the office of said Recorder; and Tract 11331 as shown on map recorded in Book 204, pages 11 and 12 of Maps, in the office of said Recorder, within the following described boundary, bearings being based on Los Angeles County Surveyor's specifications for cadastral mapping dated December 13, 1933, Grid B:

Beginning at a point in the Northerly line of said Rancho El Encino, Lot B, distant on said line North 89° 41' 00" West 676.96 feet from the Northeasterly corner of said Lot B; thence South 0° 02' 25" West 1260.13 feet to a point in a non-tangent curve concave to the Southwest having a radius of 1485.45 feet, a radial line to said curve at said point bearing North 31° 46' 53" East; thence Southeasterly along said curve through a central angle of 28° 08' 48" an arc distance of 729.73 feet; thence, tangent to said curve, South 30° 04' 19" East 731.47 feet to the beginning of a tangent curve, convave to the Northeast having a radius of 1385.45 feet; thence Southeasterly along said curve, through a central angle of 60° 00' 19", an arc distance of 1450.97 feet; thence, tangent to said curve, North 89° 55' 22" East 319.93 feet to a point in the center line of Sepulveda Boulevard, formerly San Fernando Avenue, 50 feet wide, as shown on said map of Tract 1000; thence South 0° 02' 05" West 100.00 feet; thence South 89° 55' 22" West 880 feet, more or less, to the Northeasterly corner of that certain land described in deed to Anna Ghiglia recorded in Book 1965, page 377, of Official Records in the office of said Recorder; thence South 0° 01' 56" West along the Easterly line of said land and its Southerly prolongation, 381.35 feet to a point in the center line of Oxnard Street, 50 feet wide, formerly Sixth Street, as shown on said map of Tract 1000; thence South 89° 58' 24" East along said center line 40.35 feet to a point thereon distant North 89° 58' 24" West 839.64 feet from said center line of Sepulveda Boulevard; thence

South 20° 25' 00" East 570.57 feet; thence South 15° 09' 11" East 1070.60 feet to the Northerly prolongation of the Easterly line of Lot 10 in said Tract 11331; thence South 0° 01' 57" West along said Northerly prolongation, to and along said Easterly line of Lot 10 and its Southerly prolongation and the Easterly line of Lot 35 of said Tract 11331, and its Southerly prolongation, a distance of 2223.13 feet; thence South 53° 39' 18" West 516.28 feet to a point in the Westerly line of Lot 4 of said Tract No. 1201 distant South 0° 25' 06" West 128.56 feet from the Northwesterly corner of said lot; thence South 0° 25' 06" West along said Westerly line and its Southerly prolongation, to and along the Westerly line of Lot 7 of said Tract 1201 and its Southerly prolongation 1191.60 feet to a point in the center line of Magnolia Boulevard, 80 feet wide, as now established; thence South 89° 57' 58" East along said center line, 783.69 feet to the center line of San Fernando Avenue, 50 feet wide (now Sepulveda Boulevard) as shown on said map of Tract 1000; thence South 0° 01' 52" West along said center line 1391.27 feet; thence North 75° 53' 28" West 1429.08 feet; thence North 54° 41' 52" West 1540.09 feet to a point in the center line of Haskell Avenue, 60 feet wide, as shown on said map of Tract 2955; thence North 0° 01' 38" East along said center line 159.13 feet to a point in the center line of Magnolia Boulevard, 60 feet wide, formerly Rita Street, as shown on said map of Tract 2955; thence North 89° 39' 25" West along said center line of Magnolia Boulevard 2641.53 feet to the center line of Woodley Avenue, 60 feet wide, as shown on said map; thence continuing along said center line of Magnolia Boulevard, North 89° 38' 02" West 1320.50 feet to an intersection with the Northerly prolongation of the center line of Libbit Avenue, 60 feet wide, as shown on said map; thence South 0° 01' 44" West along said prolongation and said center line of Libbit Avenue, 1620 feet, more or less, to a point distant North 0° 01' 44" East on said center line 1268.73 feet from the Southerly line of the Northerly 30 feet of Ventura Boulevard, formerly Ventura County Road, 60 feet wide, as shown on said map; thence North 89° 38' 02" West 400.00 feet; thence North 0° 01' 44" East 960.00 feet to the Southerly line of Lot 15, Block 23 of said Tract 2955; thence North 89° 38' 02" West along said Southerly line of Lot 15, the Southerly line of Lot 14 of said Block 23, and the Westerly prolongation thereof 920.24 feet to a point in the center line of Hayvenhurst Avenue, 60 feet wide, as shown on said map, distant on said center line North 0° 01' 37" East 2017.61 feet from the intersection thereof with the Southerly line of the Northerly 30 feet of said Ventura Boulevard; thence North 0° 01' 37" East along said center line 330 feet, more or less, to an intersection with the Easterly prolongation of the line forming the Southerly boundary of Lots 11 and 12 of Block 22 of said Tract 2955; thence North 89° 38' 13" West along last said line and its prolongations 659.79 feet to a point in the center line of Rubio Avenue, 60 feet wide, as shown on said map; thence North 0° 01' 06" East 330 feet, more or less, to said center line of Magnolia Boulevard; thence North 89° 34' 39" West, along said center line, 445.58 feet; thence North 0° 01' 28" East 530.00 feet; thence

North 89° 34' 39" West 805.00 feet; thence North 0° 01' 28" East 1721.09 feet; thence North 89° 38' 57" West 255.00 feet; thence North 0° 01' 28" East 390.00 feet to a point in the Northerly line of the Southerly 30 feet of Burbank Boulevard, as now established, distant on said line South 89° 38' 57" East 475.00 feet from the center line of Balboa Boulevard, shown as Balboa Avenue, 60 feet wide, on said map of Tract 2955; thence North 89° 38' 57" West, along said Northerly line of the Southerly 30 feet of Burbank Boulevard, 475.00 feet to said center line of Balboa Boulevard; thence continuing along said Northerly line of the Southerly 30 feet, North 89° 38' 27" West 1320.24 feet to an intersection with the Southerly prolongation of the Westerly line of Amestoy Avenue, 30 feet wide, as shown on map of Tract 5231 recorded in Book 101, page 71 of Maps in the office of the Recorder of said County; thence North 0° 01' 18" East, along said prolongation and said Westerly line, 1475.22 feet to a point in the Northerly line of Hatteras Street, 30 feet wide, as shown on said map, said point being the Southwesterly corner of that certain land acquired by the United States of America and designated as Parcel No. 3, E.O. 383 in Final Judgment and Decree in Condemnation recorded January 22, 1941 in Book 18129, page 208 of Official Records in the office of the Recorder of said County; thence North 0° 01' 18" East along the Westerly line of said land 1474.55 feet, to a point in the Southerly line of that certain right-of-way described in a decree to the Southern Pacific Railroad Company recorded in Book 911, page 194 of Deeds, in the office of the Recorder of said County; thence South 89° 55' 43" West, along said Southerly line, 3129 feet, more or less, to a point in a line that is parallel with and distant 814.00 feet Easterly, measured along said Southerly line, from the Westerly line of said Rancho El Encino, Lot B; thence North 0° 16' 25" East along said parallel line 975.00 feet; thence South 89° 55' 43" West 814.00 feet to a point in said Westerly line of Rancho El Encino, Lot B; thence North 0° 16' 25" East along said Westerly line 1290 feet, more or less, to a point in said line distant South 0° 16' 25" West 1034.17 feet from the Northwesterly corner of said Lot B; thence South 89° 57' 21" East 5254 feet, more or less, to a point in the center line of Balboa Boulevard, 60 feet wide; formerly Balboa Avenue, as described in an easement deed to the City of Los Angeles, recorded in Book 6466, page 312 of Deeds, in the office of the Recorder of said County, distant on said line South 0° 02' 55" West 30.00 feet from the center line of Victory Boulevard, described as Leesdale Street, 60 feet wide, in an easement deed to said City of Los Angeles recorded in Book 1830, page 268 of Official Records in the office of said Recorder; thence North 0° 02' 55" East, along said center line of Balboa Boulevard 30.00 feet to a point in said center line of Victory Boulevard; thence South 89° 57' 16" East along said center line 2640.52 feet to a point in the center line of Hayvenhurst Avenue, 60 feet wide, as described in Parcel No. 4 of a deed to the City of Los Angeles recorded in Book 9304, page 297 of Official Records, in the office of said Recorder; thence continuing along said center line of Victory Boulevard, South 89° 57' 48" East 5281.69 feet to a point in the Southerly prolongation of the center line of Haskell Avenue, 60 feet wide, as now established; thence North 0° 02' 25" East along said prolongation and said center line, 939.20 feet

to a point in the Northerly line of said Rancho El Encino, Lot B; thence South 89° 41' 00" East 250 feet, more or less, to the point of beginning.

EXCEPTING the portion thereof within that certain right-of-way granted to the Southern Pacific Railroad Company by deed dated September 26, 1944 and recorded in Book 23964, page 365, of Official Records, in the office of said Recorder;

ALSO EXCEPTING the portion thereof lying Southerly of said railroad right-of-way and downstream from the upstream toe of slope of Sepulveda Dam, and its Southerly prolongation, as said dam is shown on Drawing No. 136/87 on file in the office of the District Engineer, Corps of Engineers, Department of the Army, in Los Angeles, California.

ALSO EXCEPTING the portion thereof lying Easterly of said railroad right-of-way and included in Los Angeles River channel as said channel is shown on Drawing No. 136/75 on file in the office of said District Engineer;

ALSO EXCEPTING the portion thereof included in Los Angeles River channel lying Westerly of said railroad right-of-way;

ALSO EXCEPTING the portion thereof lying Southerly and Easterly of said railroad right-of-way, Southerly of the Southerly line of said Los Angeles River channel, and Westerly of the Northerly prolongation of the West line of Amestoy Avenue, as said avenue is shown on map of Tract 5231 recorded in Book 101, page 71 of Maps, in the office of said Recorder;

ALSO EXCEPTING the portion thereof lying Northerly of Victory Boulevard as now established;

ALSO EXCEPTING the portion thereof lying within Victory Boulevard, Balboa Boulevard, Magnolia Boulevard, Burbank Boulevard, and White Oak Avenue, as said streets are now established.

ALSO EXCEPTING, for road purposes, strips of land described as follows:

A strip of land, 30 feet in width, lying Westerly and Northerly of, and adjacent to the upstream toe of slope of said Sepulveda Dam, extending from Victory Boulevard on the North to Magnolia Boulevard on the South;

A strip of land, 20 feet in width, lying Westerly of and adjacent to the upstream toe of slope of said Sepulveda Dam, extending from Magnolia Boulevard to the Southerly end of said dam;

A strip of land, 30 feet in width, lying Northerly of and adjacent to the Northerly line of said Los Angeles River channel, extending from the upstream toe of slope of said Sepulveda Dam to the Westerly boundary of said Sepulveda Flood Control Basin;

A strip of land, 30 feet in width, lying Southerly of and adjacent to the Southerly line of said Los Angeles River channel, extending from the upstream toe of slope of said Sepulveda Dam to the Westerly boundary of said Sepulveda Flood Control Basin;

A strip of land, 20 feet in width, lying Northerly and Westerly of, and adjacent to, the Northerly and Westerly line of said railroad right-of-way, extending from Encino station ground on the East to the Northerly line of said Los Angeles River channel on the Southwest.

ALSO EXCEPTING that portion granted to the State of California for the Ventura Freeway by easement deed dated 3 October 1956.

ALSO EXCEPTING that portion leased to the State of California by lease recorded 24 January 1964 in Book M1438, page 580 of Official Records in the office of said Recorder.

ALSO EXCEPTING that portion bounded on the north by the southerly line of said railroad right-of-way and on the east, south and west by the following described line:

Beginning at the intersection of the southerly line of said railroad right-of-way with the westerly line of said Haskell Avenue; thence South 0° 02' 25" West 276.04 feet; thence  
North 89° 57' 48" West 366.89 feet; thence  
South 0° 02' 12" West 200.00 feet; thence  
North 89° 57' 48" West 490.00 feet; thence  
North 0° 02' 12" East 180.00 feet; thence  
North 89° 57' 48" West 480.00 feet; thence  
North 0° 02' 12" East 80.00 feet; thence  
North 89° 57' 48" West 124.00 feet; thence  
South 0° 02' 12" West 420.00 feet; thence  
North 89° 57' 48" West 400.00 feet; thence  
South 0° 02' 12" West 40.00 feet; thence  
North 89° 57' 48" West 120.00 feet; thence  
North 0° 02' 12" East 270.00 feet; thence  
North 89° 57' 48" West 500.00 feet; thence  
North 0° 02' 42" East 191.67 feet; thence  
North 89° 57' 48" West 676.00 feet; thence  
North 0° 02' 42" East 308.33 feet, more or less, to the point of ending in said southerly line of said railroad right-of-way.

ALSO EXCEPTING those portions of Rubio Avenue and Hayvenhurst Avenue lying southerly of Magnolia Boulevard.

NOTE: Whereas, the first "Also Excepting" clause deleted from this license the area lying westerly of the west line of said Libbit Avenue and easterly of the downstream toe of the dam and northerly of the service road at the southerly end of the dam, the area is intended to be, and hereby is included within the area covered by this license.

NOTE: Whereas, the first ALSO EXCEPTING excluded from the license all the area lying downstream from the upstream toe of the dam, the following described areas thereof are intended to be, and hereby are, included within the area covered by this license:

The area lying Easterly of the right-of-way of the San Diego Freeway, Southerly of the Flood Control Channel and its access road, and Westerly of the west line of Sepulveda Boulevard; ALSO the area lying Easterly of the right-of-way of the San Diego Freeway, and Northerly of the Flood Control Channel and its access road and Westerly of the west line of Sepulveda Boulevard, EXCEPT the area presently reserved for the U.S. Army Reserve Center; ALSO, the portion lying Southerly of the 100-foot right-of-way of the Southern Pacific Railroad, as same now exists, and Easterly of the right-of-way of the San Diego Freeway.

Containing 1,641.48 acres, more or less.

(Revised: 17 Nov 66)

Written by: W.H.P.

Checked by: Howe

FILE: 63-K-38.2

17. That the areas initially made available to the lessee for public park, recreational, and incidental purposes by this lease, and the additional areas similarly to be made available to it from time to time hereafter as provided in Condition No. 21 hereof, shall be known as the "Sepulveda Dam Recreational Area," and said areas shall hereinafter be referred to as the "recreational areas."

18. All monies received by the lessee from operations conducted on the leased premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation, and development of the leased premises, the Hansen Flood Control Basin, and/or any other flood control lands leased by the Secretary of the Army to the lessee for public park and recreational purposes. Any such monies not so utilized, or programmed for utilization in a reasonable time, by the lessee shall be paid to the District Engineer at the expiration of each 5-year period of this lease. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer.

19. All structures shall be located, constructed, and landscaping accomplished in accordance with plans approved in advance in writing by the District Engineer. No permanent type of recreational building or accessory facilities shall be erected on the land below elevation 695 M.S.L., except that open-type structures may be erected between elevation 695 M.S.L. and elevation 685 M.S.L. upon written approval of plans of such structures by the said District Engineer. The lessee shall have the right to construct and maintain upon the premises the accessory facilities normally incidental to public park and recreational improvements. It is expressly understood and agreed that in case of flood or damage to initial improvements and continuing improvements installed by the lessee, construction of the original installations shall be considered to be a full and complete compliance with the provisions of Condition No. 20, and reconstruction thereof shall be optional with the lessee.

20. That within six (6) months after additional lands are made available to lessee for public park and recreational purposes, and purposes incidental thereto, in accordance with Condition No. 21 hereof, the lessee shall likewise commence, and continue with reasonable diligence, construction and development of said additional lands in accordance with the U. S. Army Engineers' Master Recreational Plan and the implementing approved General Development Plan. If the lands so made available are not substantially developed for recreational purposes within one (1) year after date of availability, they may be withdrawn from the lessee's jurisdiction and utilized for whatever purpose the District Engineer may determine. The lessee shall continue the development of the recreational areas initially and hereafter made available to it pursuant to Condition No. 21 hereof, with the object of accomplishing by 1976 a progressive completion of the improvements, as shown on the U. S. Army Engineers' Master Recreational Plan and the implementing General Development Plan.

21. That the right is hereby reserved to the United States to renew existing agricultural leases, or to enter into new leases covering agricultural use of lands, pending the lessee's written request to the District Engineer prior to 1 May of any given year, for additional land areas to be generally contiguous to existing recreational areas. The District Engineer shall terminate or modify said agricultural leases, effective 31 October of the year application is made, and the lands applied for shall be made available to the lessee on 1 November of said year, for public park and recreational purposes and purposes incidental

thereto. The lessee shall not grant any concession privileges, permits, or leases of any portion of the recreational areas covered by this lease for private farming or private agricultural use.

22. That in order to protect the United States and the Los Angeles County Flood Control District and the City of Los Angeles against claims for damages which might arise out of the use and occupation of said recreational areas by persons to whom the lessee may grant concessions, or licenses, the lessee herein agrees to insert a condition in such concession, or license, which it grants pursuant to Condition No. 3 hereof, which shall be in substantially the following form:

The concessionaire or licensee, in consideration of the granting of this concession or license, agrees to hold the United States, the Los Angeles County Flood Control District, and the City of Los Angeles, harmless for any and all claims or rights of action for damages which may or might arise or accrue to said concessionaire or licensee, his officers, agents, servants, employees, or others who may be on the licensed premises at his invitation or the invitation of any one of them, by reason of injury to the property, or the persons of any of them resulting from the entry upon or the use of the licensed premises, by the United States, the Los Angeles County Flood Control District, the City of Los Angeles, or any of them, at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the licensed premises, or any part thereof, when in the judgment of any of them, such flooding is necessary in connection with flood control work.

Signed copies of each concession, or license granted by the lessee herein shall be furnished to and filed with the District Engineer.

23. That the lessee shall remove all debris, including logs, brush, and driftwood within the perimeter of this lease, at its own expense, and shall maintain the property at all times in a clean condition, free from weeds, brush, gullies, and floatable material so determined by the District Engineer.

24. That the Government reserves the right to make water studies and surveys, or cause or permit said studies or surveys to be made. These surveys and studies shall include, among other things, the right to make well measurements, install well points, gauge surface streams, and do all necessary work in making an intensive study of water conditions; also to construct and maintain channels for low water flow.

25. That the lessee shall cut no timber, except in furtherance of the plans for the public park and recreational area approved in writing by said District Engineer, and shall conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except such sand, gravel, or kindred substances as may be used in connection with buildings, filling, landscaping, and improvement operations on the leased premises by the lessee in

Cepulveda Flood Control Basin  
City of Los Angeles

Lease No. DACW09-1-67-11

accordance with the plans approved in writing by said District Engineer, and shall commit no waste of any kind or in any manner substantially change the contour or condition of the leased premises except in accordance with the plans approved in writing by said District Engineer, but the lessee may salvage such fallen or dead timber as may be required for use as firewood.

26. That the lessee shall not permit on the recreational areas any gambling or games of chance, or install and operate, or permit to be installed or operated, any devices or concessions which, in the opinion of said District Engineer, are contrary to good morals or are otherwise objectionable.

27. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said leased premises are located.

28. That any and all taxes which may be lawfully imposed by the State or any of its subdivisions upon the recreational areas, the concessions or other improvements placed upon the recreational areas by the lessee or by third parties under agreements with the lessee, shall be promptly paid by the lessee or such third parties as their interests may appear.

29. For the purpose of maintaining attendance records, the lessee shall obtain public use visitation data to said leased premises. The collection of such visitation data shall be accomplished by on-site surveys and by use of mechanical traffic counters, supplemented by information obtained from other reliable sources. The lessee shall submit this data to this District by the 10th day of each month following the month being reported on, in accordance with procedures outlined in instruction manual, "Procedures for Obtaining Public Use Visitation Data at Civil Works Projects," dated 3 December 1962, or subsequent revisions thereof.

30. That the said lessee's records and accounts shall be subject to inspection and audit at any time by the said District Engineer or his duly authorized representative.

31. That in the event of revocation, termination, or expiration of this lease, the lessee shall terminate all concession and license agreements with third parties, and the lessee and said third parties shall vacate the recreational areas and remove within ninety (90) days, or within such additional time as the Secretary of the Army may authorize, such part of the buildings, structures, equipment and/or personal property of the lessee therefrom as the lessee may elect, and restore the premises where removal of property is made, to a condition satisfactory to the District Engineer, damages beyond the control of the lessee and due to flooding and to fair wear and tear excepted. In the event the lessee shall fail or neglect to remove any buildings, structures, equipment and/or personal property and to restore the premises within ninety (90) days, or such additional time as the Secretary of the Army may authorize, then, at the option of the Secretary of the Army, said buildings, structures, equipment and/or personal property shall either become the property of the

United States without compensation therefor, or the Secretary of the Army may cause same to be removed and the premises to be restored at the expense of the lessee and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. It is expressly understood, however, that the lessee shall not be required to restore to its original condition the land in recreational areas with respect to landscaping, planting, grading, or paving of roadways, or be responsible for the restoration thereof. Lessee may, but shall not be required to, remove or be responsible for the removal of swimming pools and accessories, underground or exposed irrigation or utility pipes where such improvements or installations have been made in accordance with the U. S. Army Engineers' Master Recreational Plan and the implementing General Development Plan.

32. That it is understood that this instrument is effective only insofar as the rights of the United States in the property covered by this lease are concerned, and the lessee shall obtain such permission as may be necessary on account of any other existing rights.

33. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any monetary benefits to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

34. This lease supersedes unnumbered license dated 13 March 1951 and Amendment No. 1 dated 28 August 1953 thereto, to the City of Los Angeles. The facilities constructed on the premises by the licensee under said license shall be and remain the property of the City of Los Angeles which shall continue the administration, operation, and maintenance of said facilities under the terms and conditions of this lease.

35. That the lessee shall not discharge waste or effluent from the leased property in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

36. That the grantee furnishes as part of this contract an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 24) and Department of Defense Directive 5500.11 issued pursuant thereto and published in part 300 of Title 32, Code of Federal Regulations.

**Supulveda Flood Control Basin  
City of Los Angeles  
Lease No. DACW09-1-67-11**

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Los Angeles (hereinafter called "Applicant-Recipient")  
(Name of Applicant-Recipient)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from Department of the Army and HEREBY GIVES ASSURANCE THAT it will

(Component of the Department)  
immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Appli-

(Component of the Department)  
cant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by, Department of the Army.

(Component of the Department)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall

have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date Nov 23, 1966 City of Los Angeles  
Board of Recreation and Parks Comm.  
(Applicant-Recipient)

By [Signature]  
(President, Chairman of Board, or comparable authorized official)

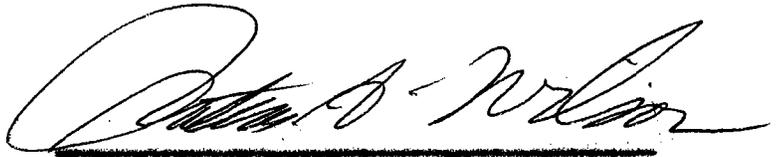
Dept. of Recreation & Parks  
505 City Hall, L.A. 90012  
(Applicant-Recipient's Mailing Address)

Approved as to Form  
Date 10-27-66  
ROGER ARNEBERGH  
City Attorney  
By [Signature]  
Assistant

**RESOLUTION NO. 5587**

**BE IT RESOLVED** that pursuant to action taken by the Board of Recreation and Park Commissioners on November 23, 1966, Mr. Ludlow Flower, Jr., President of the Board of Recreation and Park Commissioners, be and he hereby is authorized to execute a lease with the Department of the Army, Los Angeles District, Corps of Engineers, for park and recreational development of land in the Sepulveda Flood Control Basin.

**I HEREBY CERTIFY** that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at a meeting held on November 23, 1966.



**PATRICIA A. NELSON, Secretary**

**SEPULVEDA FLOOD CONTROL BASIN  
LOS ANGELES COUNTY, CALIFORNIA  
LEASE NO. DACW09-1-67-11**

**SUPPLEMENTAL AGREEMENT NO. 4**

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into between the SECRETARY OF THE ARMY of the first part, hereinafter called the Government and the CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS a municipal corporation of the State of California, of the second part, hereinafter called the lessee, WITNESSETH:

WHEREAS, on January 5, 1967, Lease No. DACW09-1-67-11 was entered into between the Government and Lessee to use and occupy, for a term of 50 years 1,641.48 acres of land located within the boundaries of the Sepulveda Flood Control Basin, Los Angeles County, California for park and recreational purposes: and

WHEREAS, by Supplemental Agreement No. 1 dated 1 July 1971, approximately 88.07 acres were deleted for the construction of a water reclamation plant by the City of Los Angeles, Department of Public Works decreasing the leased acreage from 1,641.48 acres to 1,553.41 acres, more or less; and

WHEREAS, by Supplemental Agreement No. 2 dated 17 November 1971, approximately 11.29 acres, more or less, were deleted from the leased area, for the construction of a Fire Station by the City of Los Angeles, thereby decreasing the total acreage under the lease from 1,553.41 acres to 1,542.12 acres, more or less; and

WHEREAS, by Supplemental Agreement No. 3, dated 5 January 1972, approximately 15.32 acres, more or less, were deleted from the leased area for a Naval and Marine Corps Reserve Training Center, thereby decreasing the leased acreage from 1,542.12 to 1,526.80 acres more or less; and

WHEREAS, the Lessee has requested in order to qualify for grant funds, that the term of the lease be extended an additional 25 years; and

WHEREAS, it has been administratively determined that amendment of the lease to extend the term is in the public interest

NOW THEREFORE, in consideration of the premises, and the mutual benefits to be derived, the parties hereto do mutually agree that lease No. DACW09-1-67-11 is amended as follows:

**Sepulveda Flood Control Basin  
Supplemental Agreement No. 4  
Lease No. DACW09-1-67-11**

1. Delete that portion of the granting clause which states: "a lease for a period of 50 years commencing on the execution date of/ execution here of to use " and substitute therefore a "lease for a period of 75 years commencing on 5 January 1967 and ending on 4 January, 2042."
2. At the end of Condition 4. add: "Fees may be charged by the Lessee for entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee if federal funds were used in whole or part to develop the facility if a user charge by the Corps of Engineers for the facility would be prohibited under law. The lessee may charge for any facility or services provided without federal assistance or funding."
3. Add the following new conditions to the lease beginning with No. 38 and ending with No. 43.

**38. DEVELOPMENT PLANS**

- a. The lessee shall administer and maintain the leased property for purposes of this lease in accordance with the U.S. Army Corps of Engineers Master Plan, Rules and Regulations, Title 36, Section 327.
- b. The lessee shall submit an Annual Feasibility Plan for future projects.
- c. The Lessee shall submit an Annual Updated Organizational Chart.
- d. The Lessee shall obtain written approval from the District Engineer on all projects, improvements and large events with gatherings over 1,000 people.

**39. ENVIRONMENTAL PROTECTION**

- a. The Lessee's and the Corps of Engineers' environmental staffs shall meet annually to review the status of all mitigation commitments on the leased area.
- b. An Environmental Review Guide for Operations (ERGO) environmental compliance inspections shall be conducted on the leased property on a minimum cycle of every fifth year. The leased property shall be evaluated following all currently applicable, relevant and appropriate environmental laws and regulations. The most stringent requirements identified among the various environmental laws and regulations shall be applied to the leased property. The following manuals serve as tools for conducting environmental compliance inspections: The Environmental Assessment and Management (TEAM) Guide, the California Supplement to the TEAM Guide, and the California Air Districts Supplement to the TEAM Guide. This list is not intended to be all encompassing.

**Sepulveda Flood Control Basin  
Supplemental Agreement No. 4  
Lease No. DACW09-67-11**

**40. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. Lessee and/or its sublessees, concessionaires or assignees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for corrections of deficiencies, and compliance with any reasonable request by the District Engineer or his representative. This lease may be revoked in the event the Lessee violates any of its terms or conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the temporary specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the District Engineer concerning the future request by the lessee to extend the lease, expend the premises, modify authorized activities, or assign the lease shall reflect the lessee's past performance and compliance with the lease terms.

b. Lessee shall keep the premises in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee. In addition to the right of revocation for non-compliance stated in Condition Nos. 39, 40.b and 42.d. the District Engineer or his duly authorized representative, upon discovery of any hazardous condition on the premises that present an immediate threat to health or danger to life or property, will so notify the lessee and will require that the affected part or all of the premises be closed until such condition is corrected and the danger eliminated. If the condition is not corrected the District Engineer or his representative will have the option to (1) correct the hazardous condition and collect the cost of repairs from Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

**41. TRANSFERS, ASSIGNMENT, SUBLEASES**

There shall be no assignments or subleases without prior written approval of the District Engineer. Assignments or subleases may be authorized after coordination with the District Engineer or his duly authorized representatives

**42. INDEMNITY AND INSURANCE**

The Lessee along with its concessionaires, sublessees and assignees shall indemnify, and hold harmless the United States of America and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses damages, and /or liability arising out of this lease from any cause whatsoever incurred by the City or United States of America on account of any claim therefore, except where such indemnification is prohibited by law.

**Sepulveda Flood Control Basin  
Supplemental Agreement No. 4  
Lease No. DACW09-1-67-11**

**42. INDEMNITY AND INSURANCE (Continued)**

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees, concessionaires, volunteers and assigns at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance which names the United States Army Corps of Engineers a additional insured. The insurance shall provide an amount not less than that which is prudent reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$2, 000, 000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees, concessionaires, volunteers, film licensees and assigns under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The Insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees, concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees, concessionaires, volunteers film and assigns licensees do not have the required coverage.

~~b. In no case shall liability insurance coverage be less than which is prudent and reasonable considering the risk factors present in the operation of the particular concession or activity or \$1,000,000 whichever is greater.~~

DELETED

**43. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or object of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbances until said officer gives clearance to proceed.

**In all other respects the terms and conditions of the basic lease remain unchanged.**

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 25<sup>th</sup> day of February 2002.

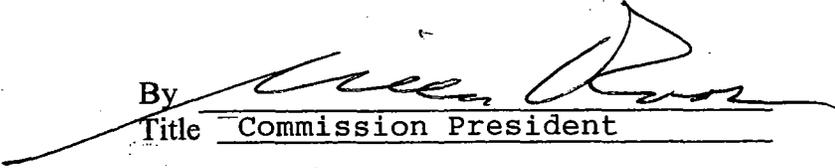
*Theresa M. Kaplan*

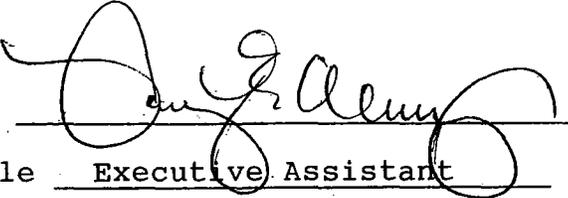
THERESA KAPLAN  
Chief, Real Estate Division  
Los Angeles District,  
U.S. Army Corps of Engineers



THIS SUPPLEMENTAL AGREEMENT is also executed by the lessee this  
24<sup>th</sup> day of September 2002.

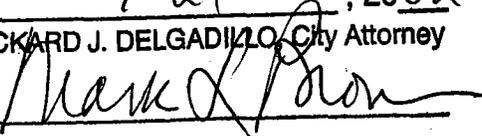
CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

By   
Title Commission President

By   
Title Executive Assistant

Approved as to Form

9-24, 2002  
ROCKARD J. DELGADILLO, City Attorney

By 

C-109009  
CF 05-0916

**LEASE AGREEMENT SUMMARY**

For information purposes only - not part of Lease

COMMISSION  
REPORT NO.: 04-230  
Commission Approval Date: August 11, 2004  
CF NO.: 05-0916  
Council Approval Date: July 12, 2005

CITY ATTORNEY  
SIGNATURE:

PREMISES' ADDRESS: Mark Taper Intergenerational Center  
17400 Victory Boulevard  
Van Nuys, California 91406 [Section 2.1, page 2]

SQ. FEET:

TENANT: ONEGENERATION, a California nonprofit corporation  
17400 Victory Boulevard, Van Nuys, California 91406  
California Corporate No.:1387137  
Tenant's Representative for Improvements: Donna Deutchman, Executive Director  
(818) 705-2345

LANDLORD: THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of  
Recreation and Park Commissioners  
Deputy City Attorney/Laura M. Cadogan  
Department of Recreation and Parks/Cid Macaraeg/Joel Alvarez  
Client: Department of Recreation and Parks  
Landlord's Representative for Improvements: Kevin Regan, Superintendent - Operations  
West  
(818) 705-2345

MASTER  
LANDLORD: Army Corps of Engineers. Master Lease No. DACW09-1-67-11

TERM: Ten years [Section 4.1, page 4]  
Commencing on Execution Date [Paragraph 4.2, page 4]  
One (1) option to extend for ten (10) years

RENT: Operation and maintenance of a multi-purpose center to provide year-round programs to senior  
citizens and young children on a nonprofit basis [Section 5.1, page 6]

# LEASE

BETWEEN DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES AND ONEGENERATION FOR THE USE OF MARK TAPER INTERGENERATIONAL CENTER LOCATED AT 17400 VICTORY BOULEVARD, VAN NUYS 91406

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# LEASE

BETWEEN DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES AND ONEGENERATION FOR THE USE OF MARK TAPER INTERGENERATIONAL CENTER LOCATED AT 17400 VICTORY BOULEVARD, VAN NUYS 91406

## ARTICLE 1. BASIC LEASE PROVISIONS

1.1. **Parties.** This Lease ("Lease") is dated, for reference purposes only, \_\_\_\_\_, and is between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord ("City"), and ONEGENERATION, a California nonprofit corporation, with a principal mailing address at 17400 Victory Boulevard, Van Nuys, California 91406, as Tenant ("ONE").

1.2. **Definitions In Lease.** When used in this Lease, or any Exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

1.2.1. **Board.** The defined term "Board" shall mean the Board of Recreation and Park Commissioners of the City of Los Angeles, which is the citizen board that presides over the Department of Recreation and Parks.

1.2.2. **City.** The defined term "City" shall mean the City of Los Angeles, as Landlord of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by City may be taken for City by the Board as defined in Paragraph 1.2.1 and the General Manager as defined in Paragraph 1.2.5. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as landlord, and any benefits, obligations, or restrictions conferred or imposed by this Lease on City shall be limited to that capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.2.3. **Department.** The defined term "Department" shall mean the Department of Recreation and Parks for the City of Los Angeles, as landlord of this Lease.

1.2.4. **Execution Date.** The defined term "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Lease on page 27.

1.2.5. **General Manager.** The defined term "General Manager" shall mean the General Manager of the Department of Recreation and Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager.

1.2.6. **Mark Taper Intergenerational Center.** The defined term "Mark Taper Intergenerational Center" shall mean the real property, including the Premises, in Los Angeles, leased by the City of Los Angeles as of the Execution Date of this Lease, located at 17400 Victory Boulevard, Van Nuys, California, 91406 and commonly known as the Mark Taper Intergenerational Center.



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**ARTICLE 3. USE**

3.1. **Use.** The Premises shall be used by ONE exclusively for the purpose of operating and maintaining a multi-purpose center to provide a variety of comprehensive services to senior citizens and young children ("**Intergenerational Center**"). Permitted uses include, without limitation, educational and recreational programs, legal assistance, outreach, employment and career planning, volunteer opportunities, hot lunches, offices for Project Share, independent living, neighborhood cooperation programs, health screening, physical fitness, mental health evaluation, intergenerational programs, information and referrals, discount programs, trip services and in-home services, and other related intergenerational center activities. Related intergenerational center activities may include offices, store rooms, work rooms, employee lunch rooms, and public food service. Nothing in this Section shall be construed as limiting or mandating ONE to provide or maintain any specific activity at the Premises, so long as the overall use of the Premises is reasonably consistent with this Section. Use of the Premises by ONE, for any purposes not directly related to the authorized uses as provided for in this Lease is prohibited unless specifically authorized in advance in writing by City. Nothing in this Section shall be construed as limiting or mandating action by the City of Los Angeles in its governmental capacity (e.g. zoning, conditional use permits) (see Paragraph 1.2.1).

3.2. **Intergenerational Center Functions and Operations.** As partial consideration for the use of the property, the Premises shall be open to the general public and ONE shall insure that its use of the Premises will not preclude access by the general public. The Premises shall be open not less than five (5) days each week (excepting national holidays), except for brief periods necessary to change or alter exhibitions. The days of the week and hours open to the general public shall be selected in good faith by ONE. By mutual agreement, General Manager and ONE may amend the operating hours where such change is determined to be in the public interest; provided, however, that any such amendments may not necessarily invalidate or change more rigorous conditions imposed by other funding sources.

3.3. **Department Use of Premises.** The Department shall have the right to utilize portions of the Premises in ONE's possession in accordance with the rules and regulations promulgated by ONE's licensing agencies for Department-sponsored general community activities when the Premises are not in use by ONE. The Department shall notify ONE of its intent to use the facility at least two weeks (14 days) prior to the proposed date of activity and ONE's acceptance shall not be unreasonably withheld. ONE shall notify the Department of the availability and the Department will not be charged for said use. The Department will be responsible for providing any special maintenance services and supervision required for the proper conduct of said Department-sponsored community activities and will return the Premises to its previous condition upon completion of the activities.

3.4. **Funding.** All funds including grants, donations, or any funds received by Lessee in connection with Premises matters covered by this Lease or programs or activities conducted on the Premises shall be applied exclusively to the delivery and management of programs and activities on the Premises and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ONE unrelated to this Lease.

3.4.1. If for any reason ONE does not secure funding to carry out its comprehensive program for senior citizens and young children, the City may and can terminate this Lease.

3.5. **No Domicile.** ONE shall maintain and monitor the Premises to assure that no person or persons may live on the Premises, or store their belongings on any outside areas of the Premises.



1           4.2.    **Lease Commencement Date.** The "Lease Commencement Date" shall be the Execution Date of this Lease,  
2 as defined in Paragraph 1.2.4.

3           4.3.    **Insurance Approval.** Notwithstanding the provisions of Section 4.1 and Paragraph 4.2, ONE shall not take  
4 possession or otherwise use the Premises until ONE has obtained all insurance required in Section 10 (page 11) and such  
5 insurance has been approved by the City Attorney of Los Angeles.

6           4.4.    **Option To Extend.** Provided that no Event of Default occurred under this Lease which remains uncured,  
7 either at the time ONE exercises this Option To Extend or at the time the extension period is to commence, ONE shall have one  
8 (1) option to extend the Term of this Lease ("**Option To Extend**") for an additional ten-year (10-year) period on the same  
9 provisions and conditions subject to prior approval of the Board. Notification of the exercise of this Option To Extend shall be  
10 done in writing, and ONE shall request said option at least six (6) months prior to the initial term expiration. Said request for  
11 Option to Extend shall be submitted in writing to the General Manager at the address specified in Paragraph 19.2.

12           4.5    **Termination - Non-conforming Use.** Should the Premises cease to be used for the purpose as a Multi-  
13 purpose Center or should the operations conducted not be in accordance with the statutes of the United States, State of  
14 California, the County of Los Angeles, or the City of Los Angeles, or should the Premises be determined, at the reasonable  
15 discretion of the City, as not being used for the purposes of this Lease (Section 3.1), then City may terminate this Lease pursuant  
16 to Paragraph 13.2.1. ONE's right to cure pursuant to Paragraph 13.2.1 shall be applicable to this Section 4.5, and any  
17 inconsequential or technical violation of any statute, which violation would not constitute a basis for termination, shall not in  
18 and of itself alone result in termination of this Lease. Should termination be ordered, ONE will peaceably surrender the Premises  
19 and will comply with all of the requirements of this Lease with regard to termination.

20           4.6    **Early Termination By ONE.** In the event that at any time ONE is no longer able to carry out the purposes  
21 of this Lease as set forth in this Lease because of (i) corporate incapacity, (ii) lack of funds, or (iii) changed conditions in  
22 general, then ONE shall have the right to terminate this Lease upon sixty (60) days prior written notice to City. In the event  
23 of the early termination of this Lease, the provisions of Section 14.1 (page 15) of this Lease shall pertain.

24           4.7    **Holdover.** If ONE, with City's written consent, remains in possession of the Premises after the expiration  
25 or termination of this Lease, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days'  
26 prior written notice given at any time by either party. All provisions of this Lease except those pertaining to Term (Section 4.1)  
27 shall apply to the month-to-month tenancy. If ONE holds over without City's written consent, or after the date in any notice  
28 given by City to ONE terminating this Lease, ONE shall be deemed to be a tenant at sufferance.

29           4.8    **Development of Mark Taper Intergenerational Center.** ONE acknowledges that the Premises are within  
30 or adjoin areas which may be scheduled to be physically developed or are likely to be developed during the Term of this Lease.  
31 ONE recognizes that due to the nature of the Premises, inconveniences, including, without limitation, vibration, noise, dust, and  
32 other conditions associated with heavy construction may occur. Disruptions to access to the Premises, or portions of the  
33 Premises, may also occur from time to time. ONE agrees to take those necessary steps at ONE's own expense to protect existing  
34 and future exhibits and other important materials within the Premises from damage which may result from dust, vibration, or  
35 any condition normally encountered during major building construction. ONE also waives any claims against the City, directly  
36 or indirectly, for damages, including losses in revenue, associated with any standard construction practices in the development  
37 of the Premises. ONE agrees to hold City harmless from all damages to ONE that may occur as a result of the development of  
38 the Premises by City.





1           8.3.     City Not Obligated To Repair. Except as may be expressly provided in this Lease, in no event shall City  
2 be required or obligated to perform any maintenance or to make any repairs, changes, alterations, additions, improvements or  
3 replacements of any nature whatsoever, on the Premises or the improvements thereon, or any part thereof, at any time during  
4 the Term. Moreover, nothing contained in this Lease shall be construed as requiring the City to make any repairs or to do any  
5 maintenance necessitated by reason of the negligence of ONE or anyone claiming under ONE, or by reason of the failure of ONE  
6 to observe or perform any conditions, covenants or agreements contained in this Lease, or by reason of any damage to or  
7 destruction of other property caused by any improvements, alterations or additions made by ONE or anyone claiming through  
8 ONE.

9           8.3.1.   City will not provide any funding in connection with O.N.E.'s preparation to lease, or to improve,  
10 maintain and operate the Premises. The cost of preparing plans, preparing environmental reports and obtaining all  
11 necessary permits is the responsibility of ONE.

12           8.4.     Refuse And Trash; Recycling. ONE shall keep the Premises clean and sanitary at all times. No refuse  
13 matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public  
14 health, shall be permitted or allowed to remain thereon, and ONE shall take all reasonable precautions to prevent any such matter  
15 or material from being or accumulating upon the Premises. ONE shall provide for the collection and removal of all garbage  
16 and/or refuse from the Premises as often as necessary and in no case less than twice weekly. ONE shall furnish all equipment  
17 and materials therefor, including trash receptacles of a size, type and number approved by City for use by the public. Such  
18 approval shall not be unreasonably withheld. ONE shall provide an enclosed area concealing trash storage from public view.  
19 ONE shall, during the Term of this Lease or any extension thereof and at ONE's sole expense, conduct a recycling program on  
20 the Premises in conjunction with the City Facilities Recycling Program of the City of Los Angeles, or any similar program  
21 subsequently implemented. Such program will include all materials which may be reasonably recycled (e.g. white paper, mixed  
22 paper, newspaper, aluminum cans, and plastic and glass containers).

23           8.5.     Security. City is not obligated under this Lease to provide any special security for the Premises or contents  
24 contained therein. ONE shall exercise reasonable precautions to ensure the security and safety of the Premises and all those who  
25 lawfully enter the Premises. ONE may re-key the Premises and install security alarm systems, and take other security measures  
26 on the Premises which it may deem necessary. On request, ONE shall provide City with keys to the outer doors of the Premises  
27 for use in case of emergency.

28           8.6.     Safety Deficiencies. ONE shall promptly correct all safety deficiencies and violations of safety practices of  
29 which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring on the Premises. In the  
30 event of injury to a patron or customer, ONE shall use its best efforts to provide prompt and qualified medical attention to the  
31 injured person; provided, however, that nothing in this Lease is intended to confer any third-party beneficiary status on any  
32 person not a party to this Lease.

33           8.7.     Repairs By City. If ONE requests City to provide any repairs, services or maintenance and City provides  
34 such repairs, service or maintenance, ONE shall pay for such repairs, services or maintenance at actual cost, including indirect  
35 costs incurred by City as determined by the Department of Recreation and Parks. City may require a cash deposit in advance  
36 if the Department of Recreation and Parks so determines. It is not contemplated under this Lease that City will perform any such  
37 repairs, services or maintenance, but rather that such will be provided by ONE's employees or by contract between ONE and  
38 one or more non-City agencies, all at O.N.E.'s expense. The provisions of this Section are in addition to the "self-help" rights

1 of City contained in Paragraph 13.2.3 (page 15). As noted in Paragraph 8.1, City will not be held responsible for any infestations  
2 or resulting problems or repairs emanating from termites, rodents, or other insect infestations or problems.

3 8.8. **Failure To Perform Maintenance.** In the event ONE does not perform maintenance or repairs such that any  
4 of the buildings or improvements on the Premises, or any portion thereof, are no longer suitable for use by the public or other  
5 occupancy, as determined by either the City or ONE, or that any of the buildings or improvements on the Premises, or any  
6 portion thereof, are not in compliance, City may, at its sole discretion:

7 8.8.1.. Perform or have performed the necessary remedial work at ONE's expense, with costs and payments  
8 in accordance with Section 8.7;

9 8.8.2. Terminate this Lease in accordance with Paragraph 13.2.1 (page 12). ONE shall repair any damages  
10 it has caused the Premises; or

11 8.8.3. Require the immediate vacation of the effected portion of the Premises until such time as such  
12 maintenance or repairs are complete or such time as the Premises are in compliance with such laws, as the case may  
13 be. The remedy provided in this Paragraph 8.8.3 may be used independently or in conjunction with the remedies  
14 provided in either Paragraph 8.8.1 or Paragraph 8.8.2.

15 8.9. **Effect Of Inspections Or Approvals.** Wherever in this Lease inspections or approvals are required from  
16 City in its role as Landlord under this Lease, including from the General Manager, such inspections or approvals are additional  
17 to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute.  
18 Such inspections or approvals by City are discretionary acts and shall not impose any liability on City to third persons nor to  
19 ONE, and, in addition, shall not obligate City for any costs or expenses related to the construction, improvement, or maintenance  
20 of any building or other structure at the Premises.

21 **ARTICLE 9. ALTERATIONS AND IMPROVEMENTS**

22 9.1. **Alterations.** ONE shall pay all costs for improvements to the Premises. All alterations or improvements  
23 proposed for the Premises by ONE shall first be submitted to and approved by City. City is not obligated to approve any  
24 alteration or improvement proposed by ONE.

25 9.1.1. Requests by ONE to construct capital improvements on the Premises shall be subject to the approval  
26 of the Board of Recreation and Park Commissioners, which approval shall not be unreasonably withheld. Title to any  
27 such approved improvements so placed upon said Premises shall vest with City upon acceptance by City of the  
28 completed improvements and termination of this Lease. ONE expressly covenants and agrees not to permit any claims  
29 or liens to be established against said Premises on account of any labor or material furnished in connection with any  
30 such construction work and hold City free and harmless from any such claim.

31 9.1.2. ONE is authorized to perform decorative interior work, which includes painting, carpet installation  
32 and other similar cosmetic changes. With prior written approval from City, ONE may make non-structural and  
33 cosmetic repair changes to the Premises including, but not limited to, installing or relocating electrical outlets, and  
34 modifying plumbing, air conditioning and heating systems.

1           9.1.3. ONE shall repair the interior of the Premises in a safe and clean manner, in conformance with all  
2 applicable federal, state and local laws and regulations. The appearance of the Premises shall be maintained to the  
3 satisfaction of City. In the event ONE fails to repair or maintain the Premises as required, City may give thirty (30)  
4 days written notice for ONE to correct such default, provided, however, that if such repairs cannot be completed within  
5 the thirty (30) days, ONE shall have commenced repairs and shall have made reasonable progress in correcting such  
6 default and shall diligently pursue such repair until completed. If ONE fails to correct the default within any extended  
7 time, in addition to any other remedy City may have, City may enter the Premises and cause such repair or maintenance  
8 to be completed; and the reasonable costs thereof (including labor, materials, equipment and administrative overhead)  
9 shall be charged to ONE. ONE agrees to pay such costs upon demand.

10           9.1.4. Before starting any work, ONE or ONE's contractor shall obtain a bond or other security satisfactory  
11 to the City Attorney in compliance with Section 11.1 (page 13).

12           9.2.     **"As Built" Drawings.** For any Alterations requiring building plans to be prepared and approved, after  
13 completion thereof, ONE shall submit to City reproducible "as built" drawings of all Alterations constructed on the Premises.

14           9.3.     **Removal Of Fixtures.** Subject to Section 9.6, all Alterations and fixtures installed by ONE which are not  
15 to be removed from the Premises shall become the property of City upon the surrendering of the Premises upon termination of  
16 this Lease (other than improvements which reasonably were expected to be removed during this Term or at the termination of  
17 this Lease, such as display cases and cabinets for ONE's property, ONE's computers and other office equipment, and other  
18 personal property, all of which shall remain the property of ONE and may be removed from the Premises from time to time and  
19 upon termination of the Lease, provided ONE repairs any and all damage to Premises caused by such removal). Any fixtures  
20 installed by ONE without the consent of City shall be removed within thirty (30) days of notice by City, no later than the  
21 termination of this Lease. Should ONE fail to remove such Alterations or fixtures after the termination of this Lease, City may,  
22 at City's option: (.1) retain all or any of such property, and title thereto shall thereupon vest in City; or (.2) remove the same;  
23 in which event ONE shall pay City upon demand the reasonable costs of such removal, plus the cost to restore the Premises to  
24 an acceptable condition as approved by the Department of Recreation and Parks.

25           9.4.     **No Creation Of Liability.** Nothing contained herein shall be construed or deemed to create any obligation  
26 or liability, including without limitation liability as a guarantor or surety, on the part of the City with respect to any other  
27 Alterations constructed from time to time on the Premises, or any plans or specifications, construction contracts, financing or  
28 other matter, instrument or document of any nature whatsoever relating to such Alterations. City is not and shall at no time be  
29 liable to any creditor of ONE or any other persons occupying any part of the Premises or the Alterations thereon as a sublessee,  
30 licensee or otherwise or to any claimant against the estate or property of ONE or such other occupants for any of their debts,  
31 losses, contracts or other obligations. The relationship between the City and ONE is solely that of landlord and tenant and is  
32 not and shall not be deemed a partnership or joint venture. Nothing in this Section shall be construed to prevent or limit City  
33 from entering into any joint responsibility agreements with ONE regarding the development and maintenance of the Premises,  
34 and the creation of such agreements, except to the extent specified in such agreements, shall not limit or expand the applicability  
35 of the provisions of this Section.

36           9.5.     **Signs.** ONE shall have the right to place, construct, and maintain in, on, or about the Premises one or more  
37 signs and graphics installations, advertising ONE's name or any other matter germane to ONE's use of the Premises. No signs  
38 or other graphics shall be installed in public view without the advance written approval of the General Manager, which approval  
39 shall not be unreasonably withheld or delayed.



1 reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of  
2 coverage which affects City's interest, the company will provide City at least thirty (30) days prior written  
3 notice of such election. In addition to the persons and addresses required notice pursuant to Section 19.2  
4 (page 19), notice will be made by receipted delivery addressed as follows: City Attorney, Bonds and  
5 Insurance Section, City Hall, Room 1225, 200 North Spring Street, Los Angeles, California 90012, or at such  
6 address as City may, from time to time, specify by written notice. It is understood, however, that such notice  
7 to City shall not affect the company's right to give a lesser notice to ONE in the event of nonpayment of  
8 premium.

9 10.1.2. **Property Coverage.** At all times during the Term of the Lease or any extension of the Lease, with  
10 respect to any improvements on the Premises, ONE shall, at its sole cost and expense, cause to be provided and kept  
11 in force and effect insurance policies, protecting City and ONE as their interests appear, against loss or damage to the  
12 improvements on the Premises, in amount consistent with what a prudent operator of a comparable building would  
13 carry providing replacement cost coverage for perils typically insured against in a California standard form fire  
14 insurance policy. The replacement cost of the improvements shall be determined in accordance with the standard  
15 practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such  
16 insurance at the time the policy or policies are obtained. The General Manager shall have the ability, from time to time,  
17 to redetermine the valuation of the building on the Premises. ONE further covenants and agrees, at its sole cost and  
18 expense, to provide and keep in full force and effect Boiler and Machinery insurance on all air conditioning equipment,  
19 boilers, and other pressure vessels and systems, whether fired or unfired, serving the improvements on the Premises.

20 10.1.3. **Builder's Risk Insurance.** Prior to the commencement of any construction or expansion of the  
21 Premises, ONE shall, at its sole cost and expense, cause to be provided and kept in full force and effect "All Risks  
22 Builder's Risk" insurance, including vandalism and malicious mischief, covering improvements in place, and all  
23 materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall  
24 have been completed and fully insured as provided in this Article.

25 10.1.4. **Insurance On Collection.** ONE may obtain insurance covering its artifacts, memorabilia, and other  
26 personal property in its sole discretion. City, as Landlord, shall have no right to require such insurance nor shall City  
27 be deemed a beneficiary thereof. Nothing in this Paragraph, however, shall be construed to restrict the right of the City  
28 of Los Angeles, or any of its Departments, Boards, Commissions, or officers, or any other person or organization, to  
29 require ONE to obtain insurance on any artifacts or other property loaned or otherwise provided to the Intergenerational  
30 Center or ONE by the City of Los Angeles for display or other purposes.

31 10.1.5. **Workers' Compensation.** ONE shall comply with the provisions of section 3700, et seq., of the  
32 California Labor Code and shall be insured (and shall require that each of its contractors and subcontractors comply  
33 with such Code and be insured) against liability for workers' compensation and employers' risk in accordance with the  
34 provisions of such Code before commencing the performance of any work on or about the Premises or otherwise in  
35 relation to this Lease. A Waiver of Subrogation in favor of City is required.

36 10.1.6. **Adjustment Of Insurance Levels.** City reserves the right at any time during the Term of this Lease,  
37 at its sole discretion applying generally accepted Risk Management principles, to change the amounts and types of  
38 insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year

1 from the written notice) by giving ONE ninety (90) days written notice provided that such amounts and/or types shall  
2 be reasonably available to ONE at commercially reasonable premiums.

3 10.1.7. **Reduction Of Insurance Protection.** If any of the required insurance coverages contain aggregate  
4 limits, or apply to other operations or tenancies of ONE outside this Lease, ONE shall give City prompt, written notice  
5 of any incident, occurrence, claim, settlement, or judgment against such insurance in which ONE's best judgment may  
6 diminish the protection such insurance affords City. ONE shall further take immediate steps to restore such aggregate  
7 limits or shall provide other insurance protection for such aggregate limits.

8 10.1.8. **Third-Party Insurance.** ONE shall be responsible for requiring indemnification and insurance as  
9 it deems appropriate from its employees receiving mileage allowance, consultants, and agents, if any, to protect ONE's  
10 and City's interests, and for ensuring that they comply with any applicable insurance statutes. ONE is encouraged to  
11 seek professional advice in this regard.

12 10.2. **Self-Insurance Programs.** Self-insurance programs and self-insured retention in insurance policies are  
13 subject to separate approval by City upon review of evidence of financial capacity to respond. Additionally, such programs or  
14 retention must provide City with at least the same protection from liability and defense of suits as would be afforded by first-  
15 dollar insurance.

16 10.3. **Failure To Maintain Insurance.** ONE's failure to procure or maintain required insurance or self-insurance  
17 program shall constitute a material breach of this Lease under which City may immediately terminate this Lease, or, at its  
18 discretion, procure or renew such insurance to protect City's interest and pay any and all premiums in connection therewith, and  
19 recover all monies so paid from ONE. If City elects to terminate this Lease, ONE agrees to immediately cease all operations  
20 and activities under this Lease and to peacefully surrender the Premises.

## 21 ARTICLE 11. BONDS

22 11.1. **Bonds.** With respect to any construction or development project for which the General Manager reasonably  
23 has concerns about ONE's ability to complete such a project, the General Manager may require, prior to the initiation of  
24 construction for any phase of development, expansion, internal or external improvements, or any other work associated with  
25 the development of the Premises, that ONE file with City a surety bond reasonably satisfactory to City in amounts and for the  
26 purposes noted herein. The surety bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds  
27 in the State of California and secured through an authorized agent with an office in California. ONE or any contractor of ONE  
28 shall pay all surety bond premiums, costs and incidentals. The bond shall be signed by both ONE or ONE's contractor and the  
29 Surety and the signature of the authorized agent of the Surety shall be notarized. ONE shall provide sufficient surety, in an  
30 amount equal to one hundred percent (100%) of the construction contract price, to satisfy claims of material suppliers and of  
31 mechanics and laborers employed by the construction firm on the work. The surety bond shall be maintained in full force and  
32 effect until the work as shown on the approved plans is substantially completed and accepted by ONE and City, and until all  
33 claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

34 11.2. **Insufficient Surety.** Where a surety bond is required by the General Manager pursuant to Section 11.1,  
35 should any such surety bond become insufficient, ONE or ONE's contractor shall make such surety bond sufficient within ten  
36 (10) days after receiving notice from City. Should any Surety at any time be unsatisfactory to City, notice will be given ONE

1 to that effect. Changes in the work, or extensions of time, made pursuant to any construction contract, shall in no way release  
2 ONE or ONE's contractor from their obligations. Notice of such changes or extensions shall be waived by any Surety.

3 **ARTICLE 12. INDEMNIFICATION**

4 12.1. **Indemnification.** During the Term of this Lease, ONE agrees to indemnify and hold Army Corps of  
5 Engineers and City, its officers, agents and employees harmless from and against any and all loss, liability, claim or damage,  
6 including damage to ONE's property, that may arise out of or result from the activities or negligent acts or omissions of ONE,  
7 and its officers, agents, employees, contractors, and invitees, or the use of the Premises for the development and operation of  
8 the Intergenerational Center or related activities. ONE shall, at its own cost, expense and risk, pay all legal costs and reasonable  
9 attorney fees connected with defending any and all legal proceedings that may be brought against City, its officers, agents and  
10 employees, on any liability, claim or demand and satisfy any and all settlements and judgements that may be made by or  
11 rendered against any of them arising from activities or negligent acts or omissions of ONE, and its officers, agents, employees,  
12 contractors, and invitees, or from the use of property; provided that City shall promptly notify ONE in writing of any such  
13 liability, claims, or demands and provide ONE the opportunity to participate in any litigation and/or settlements. ONE's  
14 indemnification under this Lease shall not be applicable to any loss, liability, claim or damage, including damage to ONE's  
15 property, which may arise out of willful or negligent acts of City's officers, agents, or employees.

16 **ARTICLE 13. DEFAULT AND TERMINATION**

17 13.1. **Events Of Default.** The following occurrences are "Events of Default":

18 13.1.1. **Breach Of Lease.** ONE materially breaches or fails in the performance of any of the provisions of  
19 conditions of this Lease.

20 13.1.2. **Failure To Conform To Laws.** ONE fails to conform to applicable laws, rules or regulations.

21 13.1.3. **Failure To Follow Instructions.** ONE fails to substantially follow or substantially conform to any  
22 of the directions or instructions that may be properly made by the City.

23 13.1.4. **Incapacity To Perform.** ONE becomes unable through corporate or personal incapacity to fulfill  
24 its obligations under this Lease.

25 13.2. **Default - City's Remedies.** If any one or more Events of Default set forth in Section 13.1 occurs, then City  
26 may, at its election, without any further notice to or authorization from ONE, and without waiving its rights at any time to select  
27 any other remedy provided in this Section, elsewhere in this Lease, or under law, do any one or more of the following:

28 13.2.1. **Termination Of Lease.** City may give ONE written notice of such Event of Default. If ONE does  
29 not cure such Event of Default within thirty (30) days after notice (within three (3) days for an Event of Default  
30 involving sanitary or safety conditions) or, if the Event of Default cannot reasonably be cured within such time period,  
31 if ONE fails to commence to cure such Event of Default within the applicable time period and diligently and in good  
32 faith continue to cure the Event of Default to completion, City may, by delivering an additional five (5) calendar day  
33 written notice to ONE, terminate this Lease and ONE shall vacate the Premises. The language of the previous sentence

1 notwithstanding, City may terminate this Lease if ONE fails to cure within sixty (60) days, or such additional period  
2 as City may, in its sole discretion, grant.

3 13.2.2. **Recovery At Law.** City may recover at law any and all claims which may be due City.

4 13.2.3. **Self-help.** City may perform such work as it deems necessary to cure said Event of Default and  
5 charge ONE for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative  
6 overhead. The General Manager may exercise this option immediately for an Event of Default involving sanitary or  
7 safety considerations. Otherwise, the General Manager may exercise this option within thirty (30) days after giving  
8 ONE written notice of the Event of Default involving Premises' maintenance. City's rights under this Paragraph are  
9 in addition to the maintenance and repairs provided in Section 8.7 (page 8).

10 The specified remedies to which City may resort under the provisions of this Lease are cumulative and not intended to be  
11 exclusive of any other remedies afforded by law.

12 13.3. **No Waiver.** The conduct of either party for any period after an Event of Default shall not be deemed a waiver  
13 of any rights and remedies, nor a waiver of an Event of Default of the same or any other provision, covenant or condition. Any  
14 waiver by one party of an Event of Default on the part of the other party shall not be construed as, or constitute, a waiver of any  
15 subsequent Event of Default of the same or any other provision, covenant or condition.

16 13.4. **Default By City.** In the event City defaults in the performance of any of the provisions or conditions of this  
17 Lease, and if a written notice of such default is issued to City by ONE, and if City does not commence to cure said default within  
18 sixty (60) days of receipt of said notice, ONE may immediately terminate this Lease and/or obtain specific performance.

19 **ARTICLE 14. SURRENDER OF PREMISES**

20 14.1. **Surrender Of Premises.** Upon termination of this Lease, ONE shall quit and surrender possession of the  
21 Premises to City in good and usable condition, subject to normal wear and tear. Except as provided in Section 9.3 (page 10),  
22 any improvements which have been constructed or erected on the Premises shall, upon termination of this Lease, become the  
23 property of City. ONE's collections and all personal property and fixtures related thereto shall remain the property of ONE or  
24 its assigns and may be removed by ONE from the Premises upon termination of this Lease, along with such property as may be  
25 removed by ONE pursuant to Section 9.3.

26 14.2. **No Implied Surrender.** No act or thing done by City during the Term shall be deemed an acceptance of a  
27 surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by the City.

28 14.3. **Failure To Surrender Premises.** If ONE fails to surrender the Premises, together with the improvements  
29 thereon, upon the termination of this Lease, ONE agrees to indemnify and hold harmless City from and against any loss or  
30 liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to,  
31 any claims made by any succeeding tenant based on or resulting from such failure to surrender. Nothing herein contained shall  
32 be construed as a consent to any occupancy or possession of any portion of the Premises and the improvements thereon by ONE  
33 beyond the expiration of the Term or earlier termination of this Lease.

1 **ARTICLE 15. ASSIGNMENT AND BANKRUPTCY**

2 15.1. **Assignment And Subletting.** ONE shall not sublet the Premises or any part thereof or allow the same to be  
3 used or occupied by any other person, group or organization for any other use than that herein specified, nor assign this Lease,  
4 nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the consent of the City, which  
5 may give or deny consent at its sole discretion (provided that ONE shall have the right to sublease or contract for the operation  
6 of a food service enterprise, gift shop, or other related undertaking with the prior consent of City, and such consent or approval  
7 shall not be unreasonably withheld or delayed). Short term and occasional use of the Premises for activities such as location  
8 filming, special events, and projects with artists or other non-profit or governmental agencies shall not be considered as  
9 assignments or subletting and ONE may allow such use without the need for the prior consent of City (however, net income,  
10 if any, from such activities is subject to the provisions of Section 3.7, 3.8, 3.8, 3.9, 3.9.1, page 4). ONE shall not rent, lease,  
11 or offer any space for storing any article or articles unrelated to ONE within or on the Premises, without the prior written consent  
12 of the General Manager (which consent shall not be unreasonably withheld or delayed). Any attempt to sublease, assign, or  
13 transfer without the consent required by this Section shall be void and shall transfer no rights to the Premises. If ONE believes  
14 that City has abused its discretion in denying consent, ONE's sole remedy will be to seek a declaratory judgment that City has  
15 abused its discretion or an order of specific performance. ONE will not have any right to damages.

16 15.1.1. Approval is hereby granted allowing the rental of the Premises' parking lot for use by Encino  
17 Farmers Market farmers, vendors, patrons, and other authorized personnel.

18 15.2. **Bankruptcy.** To the extent permitted by law, neither this Lease nor the rights herein granted shall be  
19 assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency  
20 or bankruptcy either voluntarily or involuntarily, or receivership proceedings. To the extent the previous sentence is not  
21 permitted by law, in the event that ONE shall be adjudicated a bankrupt, or become involved in any proceedings under the  
22 bankruptcy laws of the United States or receivership laws of the State of California, or if the leasehold interest created by this  
23 Lease or any improvements constructed pursuant to this Lease are transferred due to operations of law, including, without  
24 limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall  
25 be bound by all provisions of this Lease, including, without limitation, the requirement that the Premises be operated as a  
26 Intergenerational Center (Section 3.1, page 2).

27 **ARTICLE 16. HAZARDOUS MATERIALS**

28 16.1. **Hazardous Materials.** City and ONE agree as follows with respect to the existence or use of Hazardous  
29 Materials (as defined in Paragraph 16.1.3) on the Premises:

30 16.1.1. **Prohibition.** ONE shall not cause or permit any Hazardous Material to be brought upon, kept or  
31 used in or about the Premises by ONE, its agents, employees, contractors or invitee in violation of law or in quantities  
32 which would require reporting to a governmental entity, without the prior written consent of City, which consent shall  
33 not be unreasonably withheld. If ONE breaches the obligations stated in the preceding sentence, or if the presence of  
34 Hazardous Material on the Premises caused or permitted by ONE results in contamination of the Premises, or if  
35 contamination of the Premises by Hazardous Material otherwise occurs for which ONE is legally liable to City for  
36 damage resulting therefrom, then, ONE shall indemnify, hold City harmless, and defend City (with counsel reasonably  
37 acceptable to City) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including  
38 without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable

1 space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space on the  
2 Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during  
3 or after the Lease Term as a result of such contamination. This indemnification of City by ONE includes, without  
4 limitation, cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or  
5 restoration work required by any federal, state or local governmental agency or political subdivision because of  
6 Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if  
7 the presence of any Hazardous Material on the Premises caused or permitted by ONE results in any contamination of  
8 the Premises, ONE shall promptly take all actions at its sole expense as are necessary to return the Premises to the  
9 condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that City's  
10 approval of such actions shall first be obtained, which approval shall not unreasonably be withheld so long as such  
11 actions would not potentially have any material adverse long-term or short-term effect on the Premises. However, the  
12 foregoing provisions shall not prohibit ONE from transportation to and from, and the use, storage, maintenance, and  
13 handling within, the Premises of substances customarily used in connection with normal office or center use provided:  
14 (1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted  
15 use of the Premises set forth in Section 3.1 (page 2) of this Lease, strictly in accordance with applicable laws and  
16 manufacturers' instructions therefor; (2) such substances shall not be disposed of, released, or discharged at the  
17 Premises, and shall be transported to and from the Premises in compliance with all applicable laws, and as City shall  
18 reasonably require; (3) if any applicable law or the trash removal contractor requires that any such substances be  
19 disposed of separately from ordinary trash, ONE shall make arrangements at ONE's expense for such disposal directly  
20 with a qualified and licensed disposal company at a lawful disposal site, and shall ensure that disposal occurs frequently  
21 enough to prevent unnecessary storage of such substances on or around the Premises; and (4) any remaining such  
22 substances shall be completely, properly, and lawfully removed from the Premises upon expiration or earlier  
23 termination of this Lease.

24 16.1.2. Compliance Cost. City and ONE acknowledge that City may become legally liable for the costs  
25 of complying with laws relating to Hazardous Material which are not the responsibility of ONE pursuant to  
26 Paragraph 16.1.1, including the following: (1) Hazardous Material present in the soil or ground water; (2) a change  
27 in Laws which relate to Hazardous Material which make such Hazardous Material which is present on the Premises  
28 as of the Lease Commencement Date, whether known or unknown to City, a violation of such new laws; (3) Hazardous  
29 Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land; (4) Hazardous Material  
30 present on or under the land as a result of discharge, dumping or spilling (whether accidental or otherwise) on the land  
31 by other owners of the Premises or their agents, employees, contractors or invitee, or by others. Accordingly, City and  
32 ONE agree that the cost of complying with the laws relating to Hazardous Material on the Premises for which City may  
33 be legally liable shall be borne by City unless cost of such compliance, between City and ONE, is made the  
34 responsibility of ONE pursuant to this Article.

35 16.1.3. "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material"  
36 means any chemical, substance, material, or waste or component thereof the presence of which requires investigation  
37 or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law,  
38 or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or  
39 toxic chemical, substance, material or waste component thereof (whether injurious by themselves or in conjunction with  
40 other materials) by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger  
41 any employee or community "right-to-know" requirements adopted by such body, or for which such body has adopted  
42 any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes,

1 without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste"  
2 or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the  
3 California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) defined as a  
4 "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8  
5 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et  
6 seq.); (3) defined as a "hazardous material," hazardous substance," or "hazardous waste" under Section 25501 of the  
7 California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and  
8 Inventory, California Health and Safety Code Section 25500, et seq.); (4) defined as a "hazardous substance" under  
9 Section 25282 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous  
10 Substances, California Health and Safety Code Section 25280, et seq.); (5) petroleum; (6) asbestos; (7) defined as  
11 "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10  
12 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of  
13 the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous  
14 Waste, 22 C.C.R. Section 66001, et seq.); (8) designated as a "hazardous substance" pursuant to Section 311 (33  
15 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251,  
16 et seq.); (9) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource  
17 Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); (10) defined as a "hazardous  
18 substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation  
19 and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); (11) defined as "hazardous material"  
20 under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as  
21 such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to  
22 such laws.

23 16.1.4. Disposal Of Hazardous Material. If ONE disposes of any soil, material or groundwater  
24 contaminated with hazardous material, ONE shall provide City copies of all records including a copy of each uniform  
25 hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation  
26 of the material to the disposal site and the location of the disposal site. City shall not appear on any manifest document  
27 as a generator of such material disposed of by ONE.

28 16.1.5. Hazardous Material Test. Any tests required of ONE by this Article shall be performed by a State  
29 of California Department of Health Services certified testing laboratory satisfactory to City. By signing this Lease,  
30 ONE hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of  
31 its reports, test results, and data gathered. As used in this Article, the defined term "ONE" includes agents, employees,  
32 contractors, subcontractors, and/or invitees of ONE.

33 16.2. Notice of Hazardous Substances. California Health and Safety Code section 25359.7(a) requires any owner  
34 of nonresidential property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to  
35 be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release  
36 is actually known, give written notice of that condition to the lessee or renter. California Health and Safety Code section  
37 25359.7(b) requires any tenant of real property who knows, or has reasonable cause to believe, that any release of hazardous  
38 substance has come to be located on or beneath that real property to give written notice of such condition to the owners. ONE  
39 and City shall comply with the requirements of section 25359.7 and any successor statute thereto and with all other statutes, laws,  
40 ordinances, rules, regulations and order of governmental authorities with respect to hazardous substances.

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**ARTICLE 17. DAMAGE**

17.1. **Damage.** Except as otherwise provided in this Lease, if the buildings and other improvements located on the Premises are damaged and such damage was caused by fire or other peril covered by ONE's insurance, ONE agrees to repair such damage to the extent set forth hereafter, and this Lease shall continue in full force and effect. If (17.1.1.) such buildings and other improvements are damaged as the result of any cause other than perils covered by ONE's insurance, or (17.1.2.) such buildings and other improvements are damaged as the result of fire or other perils covered by ONE's insurance, and the cost to repair such damages (as determined by ONE in good faith) shall exceed thirty-five percent (35%) of the full replacement cost of the buildings and other improvements, then ONE may, at ONE's option, either (A) repair such damage as soon as reasonably practicable at ONE's sole cost and expense, in which event this Lease shall continue in force and effect, or (B) give written notice to City within ninety (90) days after the date of occurrence of such damage. Upon such termination, ONE shall, if requested by City, and if covered by ONE's insurance, complete demolition of the damaged building or improvement at ONE's sole cost and expense and shall transfer any remaining proceeds received from ONE's insurance that are attributable to damage to the real property underlying the Premises, if any, to City.

17.2. **Repair Of Damage.** If this Lease is not terminated pursuant to any of the provisions of this Article 17, ONE shall, as soon as reasonably practicable and to the extent of available insurance proceeds, restore and repair the buildings and other improvements to the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage.

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**ARTICLE 18. CONDEMNATION**

18.1. **Condemnation.** Should any or all of the Premises be acquired for public use under the power of eminent domain or by purchase in lieu thereof, City shall be entitled to all compensation attributable to the buildings, land and severance damages. ONE shall receive any compensation which may be paid for damage or loss of personal property.

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**ARTICLE 19. NOTICES**

19.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States registered or certified mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g. Fax), in which case the receiving party shall immediately confirm receipt of such notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 20.2 below. In the event City is unable to give notice to ONE at the address(es) provided to City by ONE, notice shall be deemed effective when addressed to ONE at the Premises. Either party may from time to time designate another person or place in a notice.

19.2. **Notices - Where Sent.** All notices given under this Lease which are mailed or telecopied shall be addressed to the respective parties as follows:

1 **To Department:**

2 General Manager  
3 Department of Recreation and Parks  
4 City of Los Angeles  
5 1200 W. Seventh Street, 7th Floor  
6 Los Angeles, California 90017  
7 Telecopier: (213) 617-0439  
8 Attn: Real Estate and Asset Management Division

*with a copy of all notices to:*

Office of the Los Angeles City Attorney  
Real Property Division  
Room 700 City Hall East,  
200 N. Main Street  
Los Angeles, California 90012  
Telecopier: (213) 978-8090

9 **To ONE:**

10 ONEgeneration  
11 The Mark Taper Intergenerational Center  
12 17400 Victory Boulevard  
13 Van Nuys, California 91406  
14 Telecopier: (818) 708-6620

15 **ARTICLE 20. ORDINANCE MANDATED PROVISIONS**

16 20.1. **Child Support Assignment Orders.** This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10  
17 of the Los Angeles Administrative Code related to Child Support Assignment Orders, a copy of which is attached hereto  
18 beginning on page C-1 in Exhibit C and by this reference incorporated herein. Pursuant to this Section, ONE (and any  
19 subcontractor of ONE providing services to City under this Lease shall (.1) fully comply with all State and Federal employment  
20 reporting requirements for ONE's or ONE's subcontractor's employees applicable to Child Support Assignment Orders; (.2)  
21 certify that the principal owner(s) of ONE and applicable subcontractors are in compliance with any Wage and Earnings  
22 Assignment Orders and Notices of Assignment applicable to them personally; (.3) fully comply with all lawfully served Wage  
23 and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.;  
24 and (.4) maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles  
25 Administrative Code, failure of ONE or an applicable subcontractor to comply with all applicable reporting requirements or to  
26 implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal  
27 owner(s) of ONE or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of  
28 Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such  
29 failure shall continue for more than ninety (90) days after notice of such failure to ONE by City (in lieu of any time for cure  
30 provided in Section 13.1 (page 14)).

31 20.2. **Service Contract Worker Retention Ordinance.** This Lease is subject to the Service Contract Worker  
32 Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code), a copy of which is attached  
33 hereto starting on page C-2 in Exhibit C. The SCWRO requires that, unless specific exemptions apply, all employers (as  
34 defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an  
35 expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor  
36 contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12)  
37 months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of  
38 Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate  
39 this Lease and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the  
40 provisions of the SCWRO.

1           20.3.    Living Wage Ordinance.

2                   20.3.1.    General Provisions; Living Wage Policy. This Lease is subject to the Living Wage Ordinance  
3 ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code), a copy of which is attached hereto starting  
4 on page C-9 in Exhibit C. The LWO requires that, unless specific exemptions apply, any employees of tenants or  
5 licensees of City property who render services on the leased or licensed premises are covered by the LWO if any of  
6 the following applies: (1) the services are rendered on premises at least of portion of which are visited by substantial  
7 numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City employees if the  
8 awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of  
9 the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of  
10 Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as  
11 adjusted each year (July 1, 2003, levels: \$8.53 per hour with health benefits of at least \$1.25 per hour or otherwise  
12 \$9.78 per hour). The LWO also requires that employees be provided with at least twelve (12) compensated days off  
13 per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days  
14 per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees  
15 making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit  
16 ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to  
17 Section 10.37.4. ONE shall permit access to work sites for authorized City representatives to review the operation,  
18 payroll, and related documents, and to provide certified copies of the relevant records upon request by the City.  
19 Whether or not subject to the LWO, ONE shall not retaliate against any employee claiming non-compliance with the  
20 provisions of the LWO, and, in addition, pursuant to section 10.37.6(c), ONE agrees to comply with federal law  
21 prohibiting retaliation for union organizing.

22                   20.3.2.    Living Wage Coverage Determination. The Department of Recreation and Parks has made the  
23 initial determination that this Lease, as a public lease or a public license, is subject to the LWO and the Living Wage  
24 Coverage Determination Form reflecting that determination is attached to this Lease on page C-6 in Exhibit C. ONE,  
25 although subject to the LWO, may be exempt from most of the requirements of the LWO if ONE qualifies for such  
26 exemption under the provisions of the LWO. Determinations as to whether an employer or employee is exempt from  
27 coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or  
28 other interpretations of the law are considered. Applications for exemption must be renewed two (2) years. To the  
29 extent ONE claims non-coverage or exemption from the provisions of the LWO, the burden shall be on ONE to prove  
30 such non-coverage or exemption, and, where applicable, renew such exemption.

31                   20.3.3.    Compliance; Termination Provisions And Other Remedies; Living Wage Policy. If ONE is not  
32 initially exempt from the LWO, ONE shall comply with all of the provisions of the LWO, including payment to  
33 employees at the minimum wage rates, effective on the Execution Date of this Lease, and shall execute the Declaration  
34 of Compliance Form attached to this Lease on page C-7 in Exhibit C contemporaneously with the execution of this  
35 Lease. If ONE is initially exempt from the LWO, but later no longer qualifies for any exemption, ONE shall, at such  
36 time as ONE is no longer exempt, comply with the provisions of the LWO and execute the then currently used  
37 Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of  
38 the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Lease and City  
39 shall be entitled to terminate this Lease and otherwise pursue legal remedies that may be available, including those set  
40 forth in the LWO, if City determines that ONE violated the provisions of the LWO. The procedures and time periods

1 provided in the LWO are in lieu of the procedures and time periods provided in Section 13.1 (page 14) of this Lease.  
2 Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the LWO.

3 20.4. Non-Discrimination.

4 20.4.1. Non-Discrimination In Use Of Premises. There shall be no discrimination against or segregation  
5 of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age,  
6 physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use,  
7 occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted  
8 on the Premises or any part of the Premises, nor shall ONE or any person claiming under or through ONE establish  
9 or permit any such practice or practices of discrimination or segregation with reference to the selection, location,  
10 number, use of occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment which may  
11 be permitted under this Lease shall also be subject to the non-discrimination clauses contained in this Section 20.4.

12 20.4.2. Non-Discrimination In Employment ONE agrees and obligates itself in the performance of this  
13 Lease not to discriminate against any employee or applicant for employment because of the employee's or applicant's  
14 race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner  
15 status, or medical condition.

16 20.4.3. Equal Employment Practices. This Lease is a contract with or on behalf of the City of Los Angeles  
17 for which the consideration is \$1000.00 or more. Accordingly, during the performance of this Lease, ONE further  
18 agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), a  
19 copy of which is attached hereto beginning on page C-17 in Exhibit C and by this reference incorporated herein. By  
20 way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative  
21 Code, the failure of ONE to comply with the Equal Employment Practices provisions of this Lease may be deemed to  
22 be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair  
23 hearing after notice and an opportunity to be heard has been given to ONE. Upon a finding duly made that ONE has  
24 failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

25 20.4.4. Equal Benefits Provisions. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1,  
26 Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to  
27 employees, a copy of which is attached hereto beginning on page C-14 in Exhibit C and by this reference incorporated  
28 herein. ONE agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation,  
29 pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of ONE to comply with the Equal  
30 Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding  
31 shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has  
32 been given to ONE. Upon a finding duly made that ONE has failed to comply with the Equal Employment Practices  
33 provisions of this Lease, this Lease may be forthwith terminated.

34 20.5. Contractor Responsibility Ordinance.

35 20.5.1. General Provisions; Contractor Responsibility Policy. This Lease is subject to the Contractor  
36 Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC"), a copy  
37 of which is attached hereto starting on page 22 in Exhibit C and the rules and regulations promulgated pursuant thereto

1 as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a),  
2 lessees or licensees of City property who render services on the leased or licensed premises are covered by the CRO  
3 if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by  
4 substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City  
5 employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative  
6 agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees  
7 or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely  
8 due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire")  
9 signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has  
10 the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City  
11 property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to  
12 complete the following Pledge of Compliance ("POC"):

13 (1) comply with all applicable federal state, and local laws and regulations in the performance of the contract,  
14 including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws  
15 which affect employees;

16 (2) notify the awarding authority within thirty (30) calendar days after receiving notification that any  
17 government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply  
18 with subparagraph (1) above in the performance of the lease or license;

19 (3) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or  
20 court of competent jurisdiction that the lessee or licensee has violated subparagraph (1) above in the performance of  
21 the lease or license;

22 (4) ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that  
23 subcontractors working on the lease or license submit a POC to the awarding authority signed under penalty of perjury;  
24 and

25 (5) ensure that subcontractors working on the lease or license abide by the requirements of the POC and the  
26 requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of  
27 competent jurisdiction has initiated an investigation or has found that the subcontractor has violated subparagraph (1)  
28 above in the performance of the lease or license.

29 ONE shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations  
30 promulgated thereto. ONE may not use any subcontractor that has been determined or found to be a non-responsible contractor  
31 by City. The listing of non-responsible contractors may be accessed on the internet at: <http://www.lacity.org/bidresp>. Subject  
32 to approval by the awarding authority, ONE may substitute a non-responsible subcontractor with another subcontractor with  
33 no change in the consideration for this Lease. ONE shall submit to City a Pledge of Compliance, as attached hereto on page 26  
34 of Exhibit 1, for each subcontractor listed by the ONE in its Questionnaire, as performing work on this Lease within thirty (30)  
35 calendar days of execution of this Lease, unless the Department of General Services requires in its discretion the submission  
36 of a Pledge of Compliance within a shorter time period. The signature of ONE on page 27 of this Lease shall constitute a  
37 declaration under penalty of perjury that ONE shall comply with the POC.

38 20.5.2. **Update of Information.** ONE shall:

39 (1) notify the awarding authority within thirty (30) calendar days after receiving notification that any  
40 governmental agency has initiated an investigation that may result in a finding that ONE did not comply with any

1 applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding  
2 health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

3 (2) notify the awarding authority within thirty (30) calendar days of receiving notice of any findings by a  
4 government agency or court of competent jurisdiction that ONE violated any applicable federal, state, or local law in  
5 the performance of this Lease including but not limited to laws regarding health and safety, labor and employment,  
6 wage and hour, and licensing laws which affect employees; and

7 (3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information  
8 regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable  
9 federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and  
10 safety, labor and employment, wage and hour, and licensing laws which affect employees.

11 Updates of information contained in ONE's responses to the Questionnaire must be submitted to the awarding authority within  
12 thirty (30) days of any changes to the responses if the change would affect ONE's fitness and ability to continue performing this  
13 Lease. Notwithstanding the above, ONE shall not be required to provide updates to the Questionnaire if ONE became subject  
14 to the CRO solely because of an amendment to the original lease or license. ONE shall cooperate in any investigation pursuant  
15 to CRO by providing such information as shall be requested by City. ONE agrees that City may keep the identity of any  
16 complainant confidential. ONE shall ensure that subcontractors who perform work on this Lease abide by these same updating  
17 requirements including the requirement to:

18 (1) notify the awarding authority within thirty (30) calendar days after receiving notification that any  
19 government agency has initiated an investigation which may result in a finding that the subcontractor did not comply  
20 with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws  
21 regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

22 (2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or  
23 court of competent jurisdiction that the subcontractor violated any applicable federal, state, or local law in the  
24 performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage  
25 and hour, and licensing laws which affect employees.

26 The requirement that ONE provide Questionnaires and updates to Questionnaire responses does not apply to subcontractors.

27 **20.5.3. Compliance; Termination Provisions and Other Remedies.** If ONE is not exempt from the CRO,  
28 ONE shall comply with all of the provisions of the CRO and this Lease. Failure to comply with the provisions of the  
29 CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate,  
30 to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by City, or failure  
31 to comply with the provisions of this Lease shall constitute a material breach of this Lease and City shall be entitled  
32 to terminate this Lease and otherwise pursue any legal remedies that may be available, including those set forth in the  
33 CRO. Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the CRO.

34 **20.6. Tax Registration Certificates And Tax Payments.** This Section is applicable where ONE is engaged in  
35 business within the City of Los Angeles and ONE is required to obtain a Tax Registration Certificate ("TRC") pursuant to one  
36 or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1  
37 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial ONE's Occupancy Tax) [section 21.3.1, et seq.],  
38 Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.],  
39 or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Lease, or the effective date

1 of any extension of the Term or renewal of this Lease, ONE shall provide to the Department of Recreation and Parks proof  
2 satisfactory to the General Manager of the Department of Recreation and Parks that ONE has the required TRCs and that ONE  
3 is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Lease upon  
4 thirty (30) days' prior written notice to ONE if City determines that ONE failed to have the required TRCs or was delinquent  
5 in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this  
6 Lease. City may also terminate this Lease upon ninety (90) days prior written notice to ONE at any time during the Term of  
7 this Lease if ONE fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances  
8 and ONE fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Section 13.1  
9 (page 14)).

10 20.7. **Slavery Disclosure Ordinance.** This Lease is subject to the applicable provisions of the Slavery Disclosure  
11 Ordinance. ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code), a copy of which is attached hereto  
12 starting on page C-28 in Exhibit C. Unless otherwise exempt in accordance with the provision of this Ordinance, ONE certifies  
13 that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the  
14 Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise  
15 pursue legal remedies that may be available to City if City determines that the ONE failed to fully and accurately complete the  
16 SDO affidavit or otherwise violated any provision of the SDO.

17 20.8. **Ordinance Language Governs.** Exhibit C is provided as a convenience to the parties only; in the event of  
18 a discrepancy between Exhibit C and the applicable ordinance language, as amended, the language of the ordinance shall govern.

## 19 ARTICLE 21. MISCELLANEOUS PROVISIONS

20 21.1. **Amendment Of Lease.** No amendment, modification, supplement or mutual termination of any provision  
21 of this Lease shall in any event be effective unless the same shall be in writing and signed by City and ONE

22 21.2. **Entire Agreement.** This Lease contains all of the agreements of the parties hereto with respect to the matters  
23 covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever  
24 pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Lease.

25 21.3. **Exhibits - Incorporation In Lease.** All exhibits referred to are attached to this Lease and incorporated by  
26 reference.

27 21.4. **Force Majeure.** Whenever either party hereto shall be required by the provisions of this Lease or by law to  
28 perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder), or to  
29 discharge any lien against the Premises, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning  
30 regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right  
31 under this Lease, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of  
32 materials, war or national defense preemptions, governmental restrictions, acts of God or other similar causes beyond the  
33 reasonable control of the nonperforming party; provided, however, that notwithstanding any of the provisions of the foregoing,  
34 the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately  
35 after the removal of any of the causes herein above specified.

1           21.5. **Gender.** As used herein, the neuter gender includes the feminine and masculine, the masculine includes the  
2 feminine and the neuter and feminine includes the masculine and the neuter, and each includes corporations, partnerships or  
3 other legal entities when the context so requires.

4           21.6. **Memorandum Of Lease.** A Memorandum of Lease, substantially in the form as that attached to this Lease  
5 as Exhibit D, shall be completed and executed by both parties concurrently with the execution of this Lease. City may record  
6 such Memorandum of Lease. ONE understands that this Lease may be considered a public document and, therefore, may be  
7 made available to members of the general public.

8           21.7. **No Relocation Assistance.** ONE acknowledges that it is not entitled to relocation assistance or any other  
9 benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation  
10 Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. § 4601, et seq.), or any other  
11 provisions of law upon termination of this Lease.

12           21.8. **Possessory Interest Tax.** The execution of this Lease and the acceptance of the benefits of this Lease may  
13 create a property interest known as "possessory interest" and such property interest will be subject to property taxation. ONE,  
14 as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied  
15 upon such interest. ONE acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has  
16 been provided. ONE shall include such possessory interest in its existing property tax exemption.

17           21.9. **Quiet Enjoyment.** If ONE is not in default as provided herein, ONE shall and may peaceably and quietly  
18 have, hold, and enjoy the Premises with necessary ingress and egress in accordance with the provisions hereof.

19           21.10. **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall to  
20 any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or  
21 circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and  
22 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. This Lease shall be governed by  
23 and construed under the laws of the State of California.

24           21.11. **Sole Discretion.** In those instances in this Lease where it is provided that City may approve a request in City's  
25 "sole discretion" or words of like import, the parties expressly agree that City has the absolute unfettered discretion to grant  
26 or withhold approval, either arbitrarily or otherwise, and with or without reason, and neither ONE nor any other party or tribunal  
27 shall have any right or power to inquire into or review the granting or withholding of such approval or the reasons or lack of  
28 reasons therefor.

29           21.12. **Successors In Interest.** Subject to the provisions hereof relative to assignment, this Lease shall be binding  
30 upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties  
31 hereto.

32           21.13. **Time.** Time is of the essence with respect to the performance or observance of each of the obligations,  
33 covenants and agreements under this Lease. Except where expressly stated to be "business days" or "working days," the word  
34 "days" shall mean "calendar days."

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board  
of Recreation and Park Commissioners, Landlord herein, and ONEGENERATION, a California nonprofit corporation, Tenant  
herein, have caused this Lease to be executed as of the date of signature by the Board President and Secretary. If the space

provided in Section 1.1 (page 1) of this Lease is blank, such date shall be entered in such space, although such date shall be deemed to be the date of this Lease in any case.

**APPROVED AS TO FORM:**  
ROCKARD J. DELGADILLO, City Attorney

By: Laura M. Cadogan  
Laura M. Cadogan  
Deputy City Attorney  
DATE: 10-25-05

**ATTEST:**  
FRANK MARTINEZ, City Clerk

By: Vera Mendez  
Deputy  
DATE: 10.25.05  
C-109009



Board Report No: 04-231  
Approved: 8/11/04  
(09/02/5)

**CITY (LANDLORD):**  
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

By: Camie  
Board President

By: Paul Allen  
Board Secretary

DATE: 10/20/05

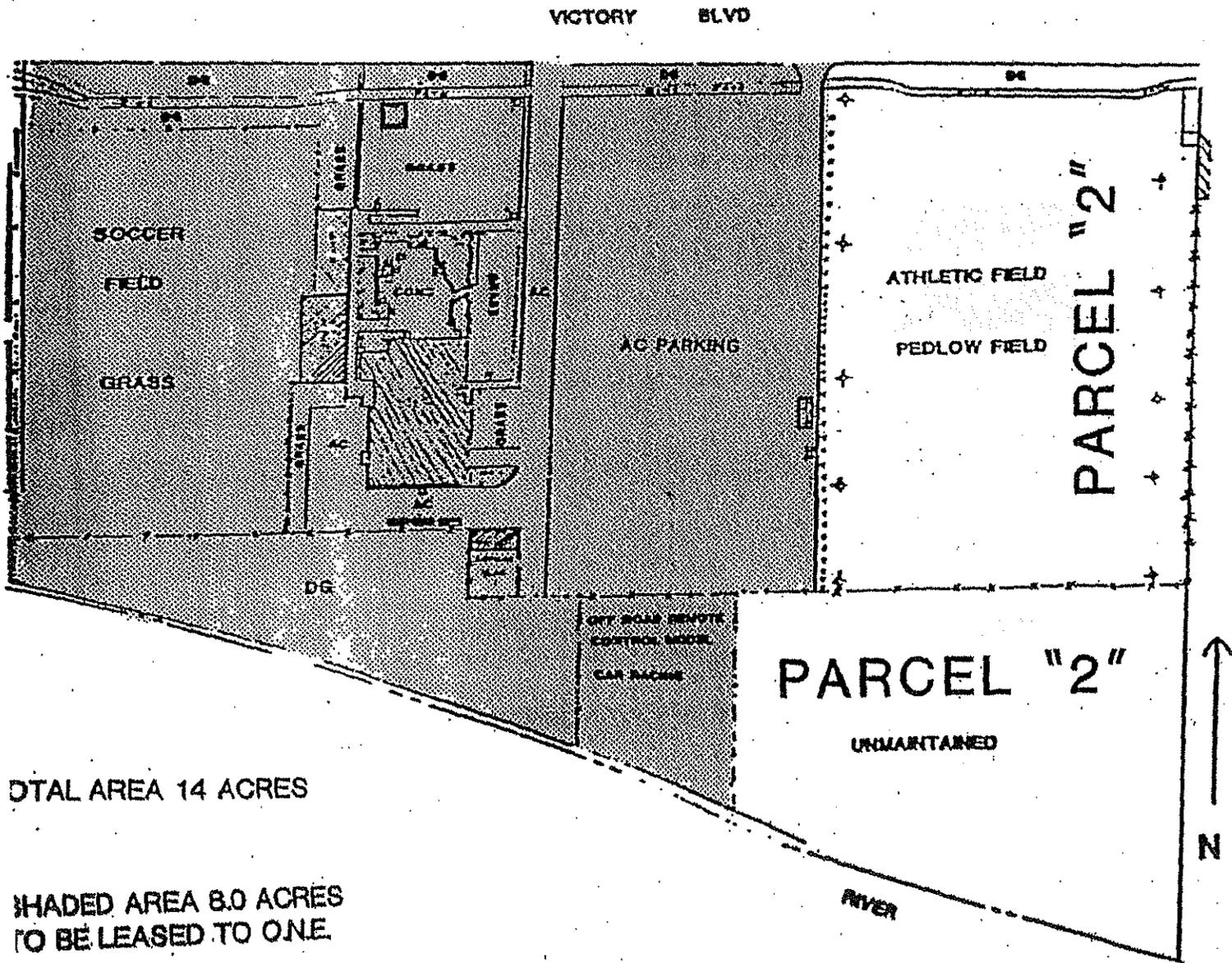
**ONEGENERATION (TENANT):**  
ONEGENERATION, a California nonprofit corporation

By: Iruin Hyman  
Board President

By: David Rutt  
Treasurer

DATE: 9-22-05

EXHIBIT A: PLOT PLAN



TOTAL AREA 14 ACRES

SHADED AREA 8.0 ACRES  
TO BE LEASED TO ONE.

**FEE SCHEDULE**

**EXHIBIT B: FEE SCHEDULE**



**ONEgeneration Adult Day Care  
Health Program Fee Schedule**

**New Participant One Time Assessment Fee = \$58.00**

**Full Day = 9:30 AM – 3:30 PM**

Days Per Week	FULL DAY Fee Per Month

- Fees for the entire month are due by the 10<sup>th</sup> of the month. There are no refunds.
- There will be a 10% late charge for payments received after the 10<sup>th</sup> of the month.
- Services will be discontinued if payment is not received by the 15<sup>th</sup> of the month.

**Extended Day = 7:00 AM – 6:00 PM**

Days Per Week	EXTENDED DAY Fee Per Month



- Extended Day – Any number of hours before 9:30 AM or after 3:30 PM.
- There will be a charge of \$10.00 per day if extended hours are utilized.
- Participants who utilize extended hours randomly throughout the month will be charged at the end of the month.
- There is a late pick-up fee (past 6:00 PM) of \$5.00 per minute.

ONE Intergenerational Program Includes:  
Breakfast, Hot Noon Meal, and Snack  
Weekly Speech, Occupational, and Physical Therapies  
Individual Careplan Development  
Activity Programming and Supplies  
Individual and Family Consultation  
Supervision of professional, well-trained staff

**FEE SCHEDULE**



**ONEgeneration Adult Day Care  
Social Program Fee Schedule**

**New Participant One Time Assessment Fee = \$68.00**

**Full Day = 9:30 AM – 3:30 PM**

Days Per Week	FULL DAY Rate Per Month

- Fees for the entire month are due by the 10<sup>th</sup> of the month. There are no refunds.
- There will be a 10% late charge for payments received after the 10<sup>th</sup> of the month.
- Services will be discontinued if payment is not received by the 15<sup>th</sup> of the month.

**Extended Day = 7:00 AM – 6:00 PM**

Days Per Week	EXTENDED DAY Rate Per Month

- Extended Day – Any number of hours before 9:30 AM or after 3:30 PM.
- There will be a charge of \$10.00 per day if extended hours are utilized.
- Participants who utilize extended hours randomly throughout the month will be charged at the end of the month.
- There is a late pick-up fee (past 6:00 PM) of \$5.00 per minute.

ONE Intergenerational Program Includes:  
Breakfast, Hot Noon Meal, and Snack  
Weekly Speech, Occupational, and Physical Therapies  
Individual Careplan Development  
Activity Programming and Supplies  
Individual and Family Consultation  
Supervision of professional, well-trained staff  
Referrals to other services

**FEE SCHEDULE**

**EXHIBIT B**

Page B-2 of B-2

## EXHIBIT C: CITY ORDINANCES

### CHILD SUPPORT ASSIGNMENT ORDERS ORDINANCE

Los Angeles Administrative Code  
(Applicable portions)

#### Sec. 10.10 Child Support Assignment Orders.

##### a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded, or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

##### b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family

Code Section 5230 et seq. and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

##### c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

##### d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code Sec. 5230 et seq. and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

#### ARTICLE HISTORY

*Added by Ord. No. 172,401, eff. 2-13-99*

#### CHILD SUPPORT ORDINANCE

# LAAC SEC. 10.36 - WORKER RETENTION

## SERVICE CONTRACT WORKER RETENTION ORDINANCE

### LOS ANGELES ADMINISTRATIVE CODE

#### ARTICLE 10 SERVICE CONTRACT WORKER RETENTION

*Article added by Ord. No. 170,784, Eff. 1-13-96; amended by Ord. No. 171,004, Eff. 5-18-96; amended by Ord. No. 172,337, Eff. 1-14-99; amended by Ord. No. 172,843, Eff. 11-4-99.*

#### Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

#### SECTION HISTORY

*Article and Section Added by Ord. No. 170,784, Eff. 1-13-96. Article and Section Amended by: Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for the purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or

#### WORKER RETENTION ORDINANCE

LEASE - 17400 VICTORY BLVD.

EXHIBIT C

MARK TAPER INTERGENERATIONAL CTR Page C-2 of C-29

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RESEDA.001

## LAAC SEC. 10.36 - WORKER RETENTION

job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96. Subsec. (c) Amended by: Ord. No. 172,843, Eff. 11-4-99.*

#### Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by

the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in Subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to,

### WORKER RETENTION ORDINANCE

## LAAC SEC. 10.36 - WORKER RETENTION

the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this Section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this Section and Section 10.36.3.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.*

### Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to

## WORKER RETENTION ORDINANCE

## LAAC SEC. 10.36 - WORKER RETENTION

expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96. Amended by: Ord. No. 172,337, Eff. 1-14-99. Amended by: Ord. No. 172,843, Eff. 11-4-99.*

### Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.*

### Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.*

## WORKER RETENTION ORDINANCE

## LIVING WAGE ORDINANCE

### DEPARTMENTAL DETERMINATION OF COVERAGE UNDER THE LIVING WAGE ORDINANCE (LWO)

This form must be completed by the awarding department to assist in determining if the contract is subject to the LWO. Attach the form to the proposed contract, lease, license, or Authority for Expenditure that includes a Letter of Agreement, submitted for review by the CAO Budget Analyst and City Attorney. If the contract/agreement is "subject" to the Ordinance, LWO contract language must be incorporated into the contract/agreement; or, if the contract/agreement is "not covered" or "exempt," an Exemption form approved by the CAO must also be attached. Upon contract execution, these documents must be provided to the CAO, Contractor Enforcement Section and the City Controller (see exceptions below). Payment to the contractor will not be processed unless the required documents are on file.

Department Department of R Dept. Rep. Eugene Dudley/Joel Alvarez  
 Date 5/21/04 Phone \_\_\_\_\_  
 Contractor ONEgeneration, a California nonprofit corporation Contract # \_\_\_\_\_

This is a: New Contract  Renewal Contract \_\_\_ Amended Contract \_\_\_ Successor Contract \_\_\_ Other(explain) \_\_\_

If this is a Successor Contract, with employees paid less than \$15 per hour, did the department comply with the Service Contract Worker Retention Ordinance? Yes \_\_\_ No \_\_\_

### Contracts, Leases, Licenses and City Financial Assistance Recipients (CFARs) Subject to the LWO

	LAAC	Covered	Not Covered
Service contract (at least 3 months <u>and</u> over \$25,000)	10.37.1(j)	_____	_____ *
Proprietary leases or licenses	10.37.1(i)	<u>X</u>	_____ *
Other leases or licenses	10.37.1(i)	_____	_____ *
City financial assistance recipient	10.37.1(c)	_____	_____ *
At least \$1,000,000 in twelve months		_____	_____ *
At least \$100,000 assistance per year (continuing)		_____	_____ *
Child care workers with non-profit organization	10.37.1(g)	_____	_____ *
Non-profit organization under IRS 501(c)(3) w/ highest paid employee's hourly wage	10.37.1(g)	_____	_____ *
<u>greater than</u> 8 times lowest paid worker's hourly wage	10.37.1(g)	_____	_____ *
Business Improvement Districts (BIDs), City or grant funds	Reg. 11	_____	_____ *

### Contracts, Leases, Licenses and City Financial Assistance Recipients (CFARs) Exempt from the LWO

An Awarding Authority or Bidder Request for Non-Coverage or Exemption must be attached to all of the following contracts, leases, licenses or AFE's that the Awarding Department has determined to be exempt from coverage:

	LAAC	Exempt	Term	Amount
Service contract (less than 3 months <u>or</u> \$25,000 or less)	10.37.1(j)	_____	_____	_____
Other governmental entity	10.37.1(g)	_____	_____	_____
Purchase or rental of goods, equipment, property	10.37.1(j)	_____	_____	_____
Construction contract	10.37.1(i)	_____	_____	_____
Occupational license required	10.37.1(f)	_____	_____	_____
Collective bargaining agreement w/ LWO supersession language	10.37.12	_____	_____	_____
Financial assistance recipient	10.37.1(c)	_____	_____	_____
For economic development or job growth		_____	_____	_____
Below \$1,000,000 in 12 months		_____	_____	_____
At least \$100,000 assistance/year (non-continuing)		_____	_____	_____
First year of operation		_____	_____	_____
Economic hardship (only applicable to employers of long-term unemployed or provide training for preparation for permanent employment; requires Council approval)		_____	_____	_____
Other than economic development or job growth		_____	_____	_____
Non-profit organization under IRS 501(c)(3) w/highest paid employee's hourly wage <u>less than</u> 8 times lowest paid worker	10.37.1(g)	_____	_____	_____
Small business exemption for public lessee or licensee	10.37.1(l)	_____	_____	_____
One person contractors, lessee, licensee, financial assistance recipient with no workers	10.37.1(f)	_____	_____	_____
Business Improvement Districts (BIDs), assessment monies	Reg. 11	_____	_____	_____

Form CAOLW-1 Rev. 12/01

### LIVING WAGE COVERAGE

**LAAC SEC. 10.37 - LIVING WAGE**

**CITY OF LOS ANGELES**  
 Office of the City Administrative Officer  
 Contractor Enforcement Section  
 200 North Main Street, Room 1240  
 Los Angeles, CA 90012  
 Phone: (213) 978-7650 — Fax: (213) 978-7616

**DECLARATION OF COMPLIANCE**  
**Service Contract Worker Retention Ordinance and the Living Wage Ordinance**

Los Angeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or certain recipients of City financial assistance shall comply with all applicable provisions of the Ordinances.

During the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees under the agreement (including employees of subcontractors) within 10 days after execution. The list of employees shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the Office of City Administrative Officer within 90 days of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain for a 90-day transition employment period employees who have been employed by the terminated contractor or its subcontractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

The contractor, lessee, licensee, or City financial assistance recipient further agrees:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$8.53 per hour (adjusted July 1, 2003) with health benefits, as referred to in (c) below, or otherwise \$9.78 per hour (adjusted July 1, 2003), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1;
- (b) To provide at least 12 compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3);
- (c) Where so elected under (a) above, to pay at least \$1.25 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
- (e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

**Failure to complete and submit this form to the Awarding Authority and to the Office of City Administrative Officer may result in withholding of payments by the City Controller, or contract termination.**

Check box only if applicable:  I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.

Company Name ONEgeneration		Signature of Officer or Authorized Representative	
Company Address and Phone Number 17400 Victory Blvd, Van Nuys, CA 91406		Type or Print Name and Title	
Date	Contract Number	Awarding City Department Department of Recreation and Parks	Type of Service Lessee

Form CAO/LW-5 Rev. 5/2/02(obsolete)

**DECLARATION OF COMPLIANCE**

# LAAC SEC. 10.37 - LIVING WAGE

## SERVICE CONTRACT LIVING WAGE ORDINANCE

### LOS ANGELES ADMINISTRATIVE CODE ARTICLE 11 LIVING WAGE

*Article added by Ord. No. 171,547, Eff. 5-5-97; amended by Ord. No. 173,747, Eff. 2-24-01.*

#### Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or

failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

#### SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

#### Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

### LIVING WAGE ORDINANCE

## LAAC SEC. 10.37 - LIVING WAGE

(c) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if: (1) it is in its first year of existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(d) "Contractor" means any person that enters into: (1) a service contract with the City, (2) a service contract with a public lessee or sublessee or licensee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (f).

(e) "Designated administrative agency (DAA)" means that City department or office designated by Council

resolution to bear administrative responsibilities under Section 10.37.7. The City Clerk shall maintain a record of such designations.

(f) "Employee" means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(g) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(h) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(i) "Public lease or license".

(a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

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(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

(j) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(k) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with: (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (f).

(l) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.*

*Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsecs. (a), (d), (f), (g), (i) and (k), Ord. No. 173,747, Eff. 2-24-01.*

### Sec. 10.37.2. Payment of Minimum Compensation to Employees.

#### (a) Wages.

Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System ("LACERS"), made by the CERS Board of Administration under § 4.1040. The Office of City Administrative Officer shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

#### (b) Compensated Days Off.

Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97. Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec. (a), Ord. No. 173,747, Eff. 2-24-01.*

### Sec. 10.37.3. Health Benefits.

Health benefits required by this article shall consist of the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the

## LIVING WAGE ORDINANCE

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awarding authority to qualify for the wage rate in Section 10.37.2(a) for employees with health benefits.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.*

*Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.4. Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.*

*Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.5. Retaliation Prohibited.

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.*

*Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.6. Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued.

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation - reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that

there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, public lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

### SECTION HISTORY

## LIVING WAGE ORDINANCE

LEASE - 17400 VICTORY BLVD.

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## LAAC SEC. 10.37 - LIVING WAGE

Added by Ord. No. 171,547, Eff. 5-5-97. Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01.

### Sec. 10.37.7. Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of Section 10.37.1(j), and that particular leases and licenses shall be regarded as "public leases" or "public licenses" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of City Administrative Officer and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01.

### Sec. 10.37.8. Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97. Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

### Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

### Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure - whether through aid to City financial assistance recipients, service contracts let by the City, or service contracts let by its financial assistance recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

### Sec. 10.37.11. Timing of Application.

#### (a) Original 1997 Ordinance.

The provisions of this article as enacted by City Ordinance No. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

#### (b) 1998 Amendment.

The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

#### (c) 2000 amendment.

The provisions of this article as amended by the 2000 ordinance shall apply to (1) service contracts, public leases or public licenses and City financial assistance recipient agreements consummated after the effective date of such ordinance and (2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

#### SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97. Amended by: In Entirety, Ord.

No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No.

173,747, Eff. 2-24-01.

### Sec. 10.37.12. Supersession by Collective Bargaining Agreement.

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Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.*

*Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(i), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

### SECTION HISTORY

*Added by Ord. No. 172,336, Eff. 1-14-99.*

*Amended by: Ord. No. 173,747, Eff. 2-24-01.*

### Sec. 10.37.14. Severability.

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### SECTION HISTORY

*Added by Ord. No. 172,336, Eff. 1-14-99.*

# LAAC SEC. 10.8 - NON-DISCRIMINATION

## NON-DISCRIMINATION IN EMPLOYMENT

### LOS ANGELES ADMINISTRATIVE CODE

*Division 10, Chapter 1, Article 1*

#### Sec. 10.8.1. Definitions.

The following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

**"Subcontractor"** means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

#### SECTION HISTORY

*Amended by: Ord.No. 147,030, Eff. 4-28-75; Definition, "Affirmative Action", Ord.No. 164,516, Eff. 4-13-89; Definition, "Affirmative Action", Ord.No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this Chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4. and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

#### SECTION HISTORY

*Added by: Ord. No. 173,186, Eff. 5-22-2000.*

#### Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded, or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### SECTION HISTORY

*Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Ord. No. 172,910, Eff. 1-9-00; Ord. No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.2.1. Equal Benefits Ordinance. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or

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### EXHIBIT C

## LAAC SEC. 10.8 - NON-DISCRIMINATION

failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits discrimination based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies choosing to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to insure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and insuring protection of the City's property.

**a. All Contracts: Equal Benefits Clause.** No awarding authority of the City, shall execute or amend any contract with any contractor that discriminates in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any other benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, or an internal registry maintained by the contractor, subject to the provisions of this section. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent to the direct expense to the employer of providing the benefit payment to a spouse or domestic partner, as applicable.

**b. Applicability.** The requirements of this Section shall apply to

- (i) any of a contractor's operations within the City of Los Angeles; and
- (ii) a contractor's operations on real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy if the

contractor's presence at that location is connected to a contract with the City;

(iii) a contractor's operations elsewhere in the United States where the work is being performed for the City.

**c. Mandatory Provisions Pertaining to Equal Benefits.** Every contract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000 shall contain the following provisions which shall be designated as the Equal Benefits Provisions of such contract:

"A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

"B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

"C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

"D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

"E. Notwithstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

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"F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

"G. The equal benefits requirements of this Section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section."

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

d. **Enforcement.** In accordance with Division 22, Chapter 13, Article 10, of this Code, the City Administrative Officer is responsible for the enforcement of the equal benefits requirements, as referenced in this section, or as otherwise required, of all City contracts. In enforcing this requirement, the City Administrative Officer will monitor, inspect, and investigate to insure that the contractor is acting in compliance with the equal benefits requirements of such City contracts. The City Administrative Officer shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Provisions of this contract. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program. Each awarding authority shall cooperate to the fullest extent with the City Administrative Officer in their enforcement activities. The failure of any contractor to comply with the equal benefits provisions of a contract may be deemed to be a material breach of the contract.

e. **Non-applicability, Exceptions and Waivers.**

(1) The City Administrative Officer shall waive the requirements of this Section under the following circumstances:

A. Whenever the City Administrative Officer finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the City, or

from doing business with any governmental agency based on any contract compliance requirements;

B. If the awarding authority certifies in writing to the City Administrative Officer that the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Section capable of responding to the emergency is immediately available; provided that such certification must be made prior to the final approval of the contract.

C. Where the City Attorney certifies in writing to the City Administrative Officer that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of this section.

(2) This Section shall not apply where the prospective contractor is a public entity and the City Administrative Officer finds that goods, services, construction services for a public work or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract are not available from another source, or that the proposed contract is necessary to serve a substantial public interest;

(3) This Section shall not apply where the awarding authority finds that the requirements of this Section will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the awarding authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this section.

(4) Upon the request of a potential contractor or upon the awarding authority's own initiative, after taking all reasonable measures to find an entity that complies with the law, and subject to the provisions of Paragraph (5) below, the awarding authority may waive any or all of the requirements of this Section for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the City as of the date of the enactment of this ordinance under the following circumstances:

A. Where the awarding authority determines that there are no qualified responsive bidders or prospective contractors who could be certified as being in compliance with the requirements of this Section and that the contract is for goods, a service or a project that is essential to the City or City residents; or

B. Where the awarding authority determines that transactions entered into pursuant to bulk purchasing arrangements through federal, state or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City; or

C. Where the awarding authority determines that the requirements of this Section would result in

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the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of this section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this section.

(5) The waiver authority granted to awarding authorities in this Section shall be subject to the requirements that:

A. All proposed waivers must be submitted to the City Administrative Officer and the City Clerk. All proposed waivers must set forth the reasons the contracting officer is requesting the waiver, what steps were taken to find an entity that complies with this Section and why the waiver does not defeat the intent of this section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this section. Such waivers shall be subject to the prior approval of the City Administrative Officer, which shall take action approving or denying a proposed waiver within 30 days of receiving a notification of a proposed waiver from a contracting officer. If after 30 days the City Administrative Officer has taken no action on the proposed waiver the waiver shall be deemed approved. The City Clerk shall notify all Council members of the proposed waiver.

B. For any contract subject to approval by the Council, the awarding authority shall state in the approving resolution or other action whether any waiver under this Section has been or is proposed to be granted for that contract; and

C. The City Administrative Officer shall conduct quarterly comprehensive reviews of the use of the waiver authority by awarding authorities and shall make a report to the Council. Awarding authorities which have exercised their waiver authority under this Section in the previous quarter must appear before the Council Committee before which the matter is calendared and report on the use of such waiver authority. If the Council finds abuse of waiver authority by an awarding authority under this section, either as a result of a report of the City Administrative Officer or upon its own initiative, the Council may by resolution transfer that waiver authority for that awarding authority to the City Administrative Officer, to be exercised by the City Administrative Officer upon recommendation of the awarding authority under any or all of the circumstances enumerated in this section.

(6) Nothing in this Section shall limit the right of the City to waive the provisions of this article.

(7) This Section shall not apply to

(i) the investment of trust moneys or agreements relating to the management of trust assets,

(ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or

(iii) the investment of City moneys where the Treasurer finds that:

A. No person, entity or financial institution doing business in the City which is in compliance with this Section is capable of performing the desired transaction(s); or

B. The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties.

This subparagraph shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with a person, entity or financial institution other than the U.S. government which does not comply with this section.

(8) The General Manager of the Department of Water and Power may waive the requirements of this Section where the contractor is providing wholesale or bulk water or power, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or load scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the Department of Water and Power; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City of Los Angeles.

(9) The equal benefits requirements of this Section shall not apply to any contracts, executed or amended prior to January 1, 2000 or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City, prior to January 1, 2000, unless and until such contracts are amended after January 1, 2000, and would otherwise be subject to this section.

f. The provisions of this Section shall not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations of the United States of America.

### g. Severability.

If any provision of this Section is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### SECTION HISTORY

*Added by Ord. No. 172,908, Eff. 1-9-2000; amended by: Ord. No. 173,054, Eff. 2-27-00; Para. Preceding Subdiv. (a) Added, Ord. No. 173,058, Eff. 3-4-00; Sec. Number, Ord. No. 173,142, Eff. 3-30-00.*

### Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor certifies and represents that it will

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provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract,

the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this

### NON-DISCRIMINATION

## LAAC SEC. 10.8 - NON-DISCRIMINATION

requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### SECTION HISTORY

*Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraph C., Ord. No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hardcopy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or

the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hardcopy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or

### NON-DISCRIMINATION

## LAAC SEC. 10.8 - NON-DISCRIMINATION

forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this Section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall

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### EXHIBIT C

## **LAAC SEC. 10.8 - NON-DISCRIMINATION**

subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### **SECTION HISTORY**

*Amended by Ord.No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord.No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord.No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

# LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY

## CONTRACTOR RESPONSIBILITY ORDINANCE

### LOS ANGELES ADMINISTRATIVE CODE

Division 10, Chapter 1, Article 14

#### Sec. 10.40. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

#### SECTION HISTORY

*Article and Section Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec. 10.40.1. Definitions.

(a) "Awarding Authority" means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this article.

(b) "Contract" means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars (\$25,000.00) are not covered by this article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars (\$100,000.00) are not covered by this article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this article if they are less than Twenty-Five Thousand Dollars (\$25,000.00). Construction contracts are covered by this article without regard to threshold amount.

(c) "Contractor" means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) "Subcontractor" means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) "Bidder" means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) "Bid" means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) "Invitation for Bid" means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

(i) "Public Lease or License" means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

(j) "Designated Administrative Agency (DAA)" means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this article. The City Clerk shall maintain a record of such designation.

#### CONTRACTOR RESPONSIBILITY

#### EXHIBIT C

LEASE - 17400 VICTORY BLVD.

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## LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec. 10.40.2. Determination of Contractor Responsibility

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in Paragraph (a) of this section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, after execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying

and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non-responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Paragraph (a) of this section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in Paragraph (a) of this section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1(b).

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec. 10.40.3. Compliance with all laws.

(a) Contractors shall comply with all applicable federal, state and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Paragraph (a) of this section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Paragraph (a) of this section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with Paragraph (a) of

### CONTRACTOR RESPONSIBILITY

## LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY

this section. Whenever any contract, which was not initially subject to this article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with Paragraph (a) of this section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with Paragraph (a) of this section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1(b).

(f) Contractors shall ensure that their subcontractors comply with Paragraphs (b) and (c) of this section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1(b).

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec.10.40.4. Exemptions.

(a) In order to promote the purposes of this article and to protect the City's interests, the following contracts are exempt from its application:

(1) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 *et seq.*

(b) In order to promote the purposes of this article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e)(5).

(3) Contracts entered into pursuant to Charter Section 371(e)(6).

(4) Contracts entered into pursuant to Charter Section 371(e)(7).

(5) Contracts entered into pursuant to Charter Section 371(e)(8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec.10.40.5. Administration

(a) The DAA shall promulgate rules and regulations for implementation of this article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this article including investigation of alleged violations.

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec.10.40.6. Enforcement

(a) Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this article shall be required in contract amendments, if the initial contract was not subject to the provisions of this article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.

2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this article.

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

#### Sec. 10.40.7. Application of This Article.

(a) This article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council. (c) Section 10.40.3 of this article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this article.

### SECTION HISTORY

*Added by Ord. No. 173,677, Eff. 1-14-01*

## CONTRACTOR RESPONSIBILITY

### EXHIBIT C

## **LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY**

### **Sec. 10.40.8. Consistency with Federal or State Law**

The provisions of this article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

#### **SECTION HISTORY**

*Added by Ord. No. 173,677, Eff. 1-14-01*

### **Sec. 10.40.9. Severability**

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **SECTION HISTORY**

*Added by Ord. No. 173,677, Eff. 1-14-01*

**LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY**

**CITY OF LOS ANGELES**

Office of the City Administrative Officer - Contractor Enforcement Section  
200 North Main Street, Room 1240  
Los Angeles, CA 90012  
Phone: (213) 485-3514 - Fax: (213) 485-0672

**SUBCONTRACTOR'S PLEDGE OF COMPLIANCE**  
with the Contractor Responsibility Ordinance

Los Angeles Administrative Code (LAAC) Section 10.40 (Contractor Responsibility Ordinance) provides that all public lessees and public licensees shall comply with all applicable provisions of the Ordinance. Upon award of such public lease or public license, the lessee or licensee, by signing the public lease or public license, has pledged to comply with the Contractor Responsibility Ordinance. Within thirty (30) days of execution of such public lease or public license, the public lessee or public licensee shall submit to City the following Pledge of Compliance from each subcontractor who has been listed or will be performing work pursuant to the public lease or public license.

The subcontractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority and to the Office of City Administrative Officer may result in withholding of payments by the City Controller, or contract termination.**

Subcontracting Company Name			Signature of Officer or Authorized Representative		
Company Address and Phone Number			Type or Print Name and Title		
Date	Contract Number	Awarding City Department	Type of Service		
		Department of Recreation and Parks	Lessee		

**CONTRACTOR RESPONSIBILITY**

**LAAC SEC. 10.40 - CONTRACTOR RESPONSIBILITY**

Form CAO/CRO Rev. 9/13/01

# LAAC SEC. 10.41 - SLAVERY DISCLOSURE

## SLAVERY DISCLOSURE ORDINANCE

### LOS ANGELES ADMINISTRATIVE CODE

Division 10, Chapter 1, Article 15

#### Sec. 10.41. Definitions.

(a) "Awarding Authority" means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

(b) "Company" means any person, firm, corporation, partnership or combination of these.

(c) "Contract" means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

(d) "Designated Administrative Agency (DAA)" means the Contract Enforcement Section of the Office of the City Administrative Officer.

(e) "Enslaved Person" means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

(f) "Investment" means to make use of an Enslaved Person for future benefits or advantages.

(g) "Participation" means having been a Slaveholder during the Slavery Era.

(h) "Predecessor Company" means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

(i) "Profits" means any economic advantage or financial benefit derived from the use of Enslaved Persons.

(j) "Slavery" means the practice of owning Enslaved Persons.

(k) "Slavery Era" means that period of time in the United States of America prior to 1865.

(l) "Slaveholder" means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

(m) "Slaveholder Insurance Policies" means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

#### SECTION HISTORY

Added by Ord. No. 175,346, Eff. 10-15-03.

#### Sec. 10.41.1. Purpose of Slavery Era Business Corporate / Insurance Disclosure.

Many early American industries including, but not limited to, insurance, banking, tobacco, cotton, railroads, and shipping, realized enormous Profits by utilizing the uncompensated labor of Enslaved Persons. Many individuals and business enterprises were directly enriched by the labor of Enslaved Persons or benefited from insurance policies insuring Enslaved Persons.

The City of Los Angeles, whose citizenry includes descendants of Enslaved Persons, is entitled to full disclosure of any Participation in or Profits derived through Slavery by Companies seeking to do business with the City.

The State of California has implemented Insurance Code Sections 13810-13813 requiring insurance companies to provide information to the California Department of Insurance regarding Slaveholder Insurance Policies sold during the Slavery Era as part of its licensing and renewal procedure.

In further support of this legislative act and to further promote the ideals the act embraces, this ordinance requires those seeking to do business with the City to fully and accurately disclose any and all Participation in or Profits derived from Slavery.

#### SECTION HISTORY

Added by Ord. No. 175,346, Eff. 10-15-03.

#### Sec. 10.41.2.

Each Awarding Authority, shall require that any Company that enters into a Contract with the City, whether the Contract is subject to competitive bidding or not,

shall complete an affidavit, prior to or contemporaneous with entering into the Contract, certifying that:

(a) The Company has searched any and all records of the Company, or any Predecessor Company, regarding records of Participation or Investments in, or Profits derived, from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era; and

(b) Disclosed any and all records of Participation in or Profits derived by the Company, or any Predecessor Company, from Slavery, including issuance of Slaveholder Insurance Policies, during the Slavery Era, and identified the names of any Enslaved Persons or Slaveholders described in the records.

The Awarding Authority may terminate the Contract if a Company fails to fully and accurately complete the affidavit.

#### SECTION HISTORY

Added by Ord. No. 175,346, Eff. 10-15-03.

#### Sec. 10.41.3. Exceptions.

This article shall not be applicable to the following Contracts:

(a) Contracts for the investment of: (1) City trust moneys or bond proceeds; (2) pension funds; (3) indentures, security enhancement agreements for City tax-exempt and taxable financings; (4) deposits of City

### SLAVERY DISCLOSURE

#### EXHIBIT C

LEASE - 17400 VICTORY BLVD.

MARK TAPER INTERGENERATIONAL CTR Page C-28 of C-29

SSCHE03-102752

RESEDA.001

## LAAC SEC. 10.41 - SLAVERY DISCLOSURE

surplus funds in financial institutions; (5) the investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (6) investment agreements, whether competitively bid or not; (7) repurchase agreements; (8) City moneys invested in United States government securities; and (9) Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

(b) Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

(c) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

(d) Contracts awarded on the basis of exigent circumstances whenever any Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article. This finding must be approved by the DAA prior to Contract execution.

(e) Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

(f) Contracts for the furnishing of articles covered by letters patent granted by the government of the United States or where the goods or services are proprietary or only available from a single source.

(g) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(h) Contracts entered into pursuant to Charter Section 371 (e) (6).

(i) Contracts entered into pursuant to Charter Section 371 (e) (7).

### SECTION HISTORY

*Added by Ord. No. 175,346, Eff. 10-15-03.*

#### Sec. 10.41.4. Administration.

(a) The DAA shall promulgate rules and regulations to implement this article within sixty days after the effective date of this ordinance.

(b) The DAA shall develop an affidavit to be used by Awarding Authorities within sixty days after the effective date of this ordinance.

(c) The DAA shall administer the requirements of this article and monitor compliance, including investigation of alleged violations.

### SECTION HISTORY

*Added by Ord. No. 175,346, Eff. 10-15-03.*

#### Sec. 10.41.5 Application of this Article.

(a) This article shall be applicable to Contracts entered into after the rules and regulations have been promulgated by the DAA.

(b) This article shall be applicable to Contract amendments entered into after the rules and regulations have been promulgated by the DAA where the initial Contract was not subject to the provisions of this article.

### SECTION HISTORY

*Added by Ord. No. 175,346, Eff. 10-15-03.*

## SLAVERY DISCLOSURE

### EXHIBIT C

LEASE - 17400 VICTORY BLVD.

MARK TAPER INTERGENERATIONAL CTR Page C-29 of C-29

SSCHE03-102752

RESEDA.001

**EXHIBIT D: MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
c/o Office of the City Attorney  
Rockard J. Delgadillo, City Attorney  
Laura M. Cadogan, Deputy City Attorney  
Real Property/Environment Division  
700 City Hall East  
200 North Main Street  
Los Angeles, California 90012

Free recording in accordance with California  
Government Code section 6103

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles of page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation, as Landlord ("City") and ONEGENERATION, a California nonprofit corporation ("Tenant"), who agree as follows:

**1. Term And Premises.**

City leases to Tenant, and Tenant leases from City, the real property located in the City of Los Angeles, County of Los Angeles, State of California, as shown on the attached Exhibit A, commonly known as the Mark Taper Intergenerational Center, 17400 Victory Boulevard, Los Angeles, California 91406, for a term of ten (10) years, commencing on or about the date of this Memorandum, on the provisions of the lease between the parties, which lease ("Lease") is dated on the same date as this Memorandum. These provisions are incorporated into this Memorandum by reference.

**2. Provisions Binding On Tenant.**

The provisions of the Lease to be performed by Tenant, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.

**3. Provisions Binding on City.**

The provisions of the Lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Tenant and its successors and assigns.

**4. Purpose of Memorandum.**

This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

**5. Reference to Lease for All Purposes.**

Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

2010 JAN 27 PM 3:59

DEPT. OF GENERAL SERVICES  
PLANNING & DEVELOPMENT

**MEMORANDUM OF LEASE**

**EXHIBIT D**

LEASE - 17400 VICTORY BLVD.

MARK TAPER INTERGENERATIONAL CTR

Page D-1 of D-2

SSCHE03-102752

RESEDA.001

**MEMORANDUM OF LEASE**

**APPROVED AS TO FORM:**  
ROCKARD J. DELGADILLO, City Attorney

By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
LAURA M. CADOGAN  
Deputy City Attorney  
DATE: \_\_\_\_\_

**ATTEST:**  
FRANK MARTINEZ, City Clerk  
  
By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
Deputy  
DATE: \_\_\_\_\_

Board Report No.: 04-231  
Board Approval Date: 8/11/04  
Land No.:  
SSCHE03-102656  
(09/02/5)

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

By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
Board President

By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
Board Secretary

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

**TENANT:**  
ONEGENERATION, a California nonprofit  
corporation,

By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
Board President

By: SPECIMEN - DO NOT SIGN  
\_\_\_\_\_  
Treasurer

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

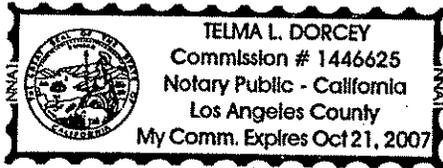
County of Los Angeles } ss.

On 9/22/05, before me, Telma L. Dorsey Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared IRWIN Hyman and David Rott  
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Telma L. Dorsey  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Lease Agreement with Summary

Document Date: 9-22-05 Number of Pages: 27 with exhibits A1-D2

Signer(s) Other Than Named Above: none other than IRWIN Hyman and DAVID Rott.

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

**FIRST AMENDMENT OF LEASE AGREEMENT (NO. C-109009)**

BETWEEN CITY OF LOS ANGELES AND ONEGENERATION

MARK TAPER INTERGENERATIONAL CENTER

17400 VICTORY BOULEVARD, VAN NUYS, CA 91406

THIS FIRST AMENDMENT OF LEASE AGREEMENT NO. C-109009, is made this 7<sup>th</sup> day of September, 2011, between CITY OF LOS ANGELES, acting by and through its Board of Recreation and Park Commissioners ("CITY") and ONEgeneration, a California non-profit corporation ("ONE"), who mutually agree as follows:

1. Recitals. This First Amendment of Lease Agreement No. C-109009 is made with reference to the following facts and objectives:
  - 1.1. The United States Army Corps of Engineers ("CORPS") owns certain real property located within the Sepulveda Flood Control Basin at 17400 Victory Boulevard, Van Nuys, CA 91406, commonly known as the Mark Taper Intergenerational Center ("PREMISES");
  - 1.2. CITY has operational jurisdiction over PREMISES through Master Lease No. DACW09-1-67-11 ("MASTER LEASE"), executed January 5, 1967 between CITY and CORPS, as amended by Supplemental Agreement No. 1 (April 15, 1971), Supplemental Agreement No. 2 (September 16, 1971), Supplemental Agreement No. 3 (January 5, 1972), and Supplemental Agreement No. 4 (September 24, 2002);
  - 1.3. CITY and ONE entered into a lease agreement ("LEASE") executed October 25, 2005, approved by the Board of Recreation and Park Commissioners ("BOARD") on August 11, 2004 (Report No. 04-231) and City Council on July 12, 2005 (CF No. 05-0916), authorizing the occupancy and use of PREMISES by ONE for an initial term of ten (10) years, with an option to renew for a subsequent period of ten (10) years;
  - 1.4. CITY and ONE hereby acknowledge that ONE is a grantee under a Proposition K Grant Agreement between ONE and the City of Los Angeles Bureau of Engineering Prop-K Group ("BOE"), for a grant award in the amount of \$96,000.00 ("Prop-K Grant"), which requires site control of PREMISES for a period of five (5) years;
  - 1.5. In order to comply with Prop-K Grant requirements, ONE has requested authorization to exercise its option to renew LEASE for a period of ten (10) years, as described by Section 4.4 (Option to Extend) of LEASE;

- 1.6. ONE pays all utility expenses associated with its operation of PREMISES through a master utility meter assigned to ONE. The Department of Recreation and Parks (“RAP”) operates Pedlow Skate Park at 7334 Victory Boulevard (“Skate Park”). The Skate Park’s utility services are sub-metered from ONE’s master utility meter;
  - 1.7. CITY and ONE agree that RAP shall be responsible for payment of monthly utility costs associated with the operation of the Skate Park;
  - 1.8. CITY and ONE desire by this First Amendment, to amend the LEASE in order to (i) authorize ONE’s option to extend the LEASE term for a period of ten (10) years, (ii) clarify that an Event of Default under the LEASE includes a default under the Proposition K Grant Agreement, and (iii) authorize the Department to make monthly utility payments to ONE, pursuant to the invoice amount relevant to the utility sub-meter designated for Pedlow Skate Park.
2. Option to Extend Term. Pursuant to Section 4.4 of LEASE, CITY and ONE agree that the term of LEASE shall be extended for an additional period of ten (10) years, commencing on the date of execution of this First Amendment.
  3. Events of Default. Section 13.1. of LEASE is hereby amended to include Paragraph 13.1.5., to provide as follows:

“13.1.5. Default Under Proposition K Grant. A default pursuant to Section 502 of the Proposition-K Grant Agreement shall also constitute a default under this LEASE.”
  4. Payment of Pedlow Skate Park Utility Fees. Section 8.1. of LEASE is hereby amended to include Paragraph 8.1.1., to provide as follows:

“8.1.1. RAP shall be responsible for paying utility costs associated with RAP’s operation of Pedlow Skate Park (“Skate Park”), and shall make such payments directly to ONE upon receipt, review, and acceptance of utility invoices showing utility costs determined to be related to RAP’s operation of the Skate Park.”

Except as noted above in Section 2: Option to Extend Term; Section 3: Events of Default; and Section 4: Payment of Pedlow Skate Park Utility Fees, all other terms and conditions of LEASE shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

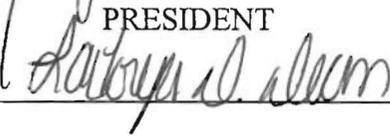
IN WITNESS WHEREOF, CITY and ONE have executed this First Amendment No. 1 of Lease No. C-109009, by their duly authorized representatives to be effective as of the day and year set forth above.

Executed this 7<sup>th</sup> day of September, 2011

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

By 

PRESIDENT

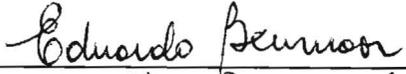
By 

SECRETARY

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ONEgeneration, a California non-profit corporation

By   
Judy Harris-Lee-Cook  
EXECUTIVE DIRECTOR

By   
EDUARDO BENMAOF  
SECRETARY/TREASURER

Approved as to Form:

CARMEN A. TRUTANICH,  
City Attorney

By   
DEPUTY CITY ATTORNEY

Date: 8/24/2011

THE CITY OF LOS ANGELES,  
DEPARTMENT OF RECREATION AND PARKS

AND

ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION

FOR THE USE OF MARK TAPER INTERGENERATIONAL CENTER  
AMENDMENT NO. 2 TO LEASE AGREEMENT NO. C-109009

THIS Amendment No. 2 to Lease Agreement No. C-109009 is made and entered into this 14<sup>th</sup> day of January, 2015, amending that certain Lease Agreement by and between ONEgeneration, a California non-profit Corporation (ONEgeneration) and the City of Los Angeles Department of Recreation and Parks (City), dated October 25, 2005 (Lease Agreement) as previously amended by Amendment No. 1, dated September 7, 2011.

WHEREAS, ONEgeneration and City entered into the Lease Agreement approved by the Board of Recreation and Park Commissioners on August 11, 2004 (Board Report No. 04-231) and adopted by the Los Angeles City Council on July 12, 2005 (Council File No. 05-0916); and,

WHEREAS, Article 4 of the Lease Agreement (Term) provides that the lease commencement date and expires on October 25, 2015; and,

WHEREAS, Article 4 provides an option to extend the Lease Agreement for ten (10) years; and,

WHEREAS, ONEgeneration exercised that option in Amendment No. 1 to Lease Agreement No. C109009 thereby extending the term of the Lease Agreement by 10 (ten) years to October 25, 2025; and,

WHEREAS, the Board of Recreation and Park Commissioners has approved the Proposition K grant funded project for the refurbishment of existing restroom facilities and enhancements to existing child playground facilities at the Sepulveda Basin recreation Area to be completed in 2016 and ONEgeneration, as a condition of the grant, is required to demonstrate site control for a period of ten (10) years from the completion of the project; and,

WHEREAS, ONEgeneration and City now desires to further amend the Lease Agreement to provide for a total term of thirty (30) years, starting from the original date of execution by the City, October 25, 2005;

NOW THEREFORE, In consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, ONEgeneration and City hereby agree that Article 4.1. (Term) of the Lease Agreement shall be amended to now read as follows:

Article 4.1. Term of Agreement.

The Term of this Lease shall be for thirty (30) years commencing on October 25, 2005.

With the exception of the previously amendment, the balance of terms and conditions of the Lease Agreement No. C-109009 shall remain unchanged and unaffected by this Amendment No. 2. Should any provision of the Lease Agreement, or Amendment No. 1, conflict with this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall prevail.

The Parties acknowledge that, this Lease Agreement is subject to the terms and conditions of Lease No. DACW09-67-11 between the City of Los Angeles Department of Recreation and Parks and the United States Army Corps of Engineers.

[Signature page to follow.]

IN WITNESS WHEREOF, parties hereto have caused this MOU to be executed by their duly authorized representatives.

Executed this 14<sup>th</sup> day  
of January, 2015

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

By *Gloria Petracca*  
PRESIDENT

By *Latoya D. Hill*  
SECRETARY

Executed this 12 day  
of January, 2015

ONEgeneration, a California Non-profit Corporation

By *Eva Portz*  
PRESIDENT

By *Christina*  
SECRETARY  
CFO

Approved as to Form: 1/14/2015

MICHAEL N. FEUER, City Attorney

By *Michael N. Feuer*  
DEPUTY CITY ATTORNEY

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By *Veronica Waines*  
DEPUTY CITY CLERK



Date: 1/14/15

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

Said Agreement is Number C-109009 of City Contracts

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION  
FOR THE USE OF  
MARK TAPER INTERGENERATIONAL CENTER

AMENDMENT NO. 3 TO LEASE AGREEMENT NO. C-109009

THIS Amendment No. 3 to Lease Agreement No. C-109009, is made and entered into this 26 day of November, 2018, between the CITY OF LOS ANGELES, acting by and through its Board of Recreation and Park Commissioners (CITY), and ONEgeneration, a California non-profit corporation (ONE).

WHEREAS, The United States Army Corps of Engineers (USACE) owns certain real property located within the Sepulveda Flood Control Basin at 17400 Victory Boulevard, Van Nuys, California 91406, commonly known as the Mark Taper Intergenerational Center (PREMISES); and,

WHEREAS, CITY has operational jurisdiction over PREMISES through Master Lease No. DACW09-1-67-11 (MASTER LEASE), executed January 5, 1967 between CITY and USACE; and,

WHEREAS, CITY and ONE entered into Lease Agreement No. C-109009 (LEASE) executed October 25, 2005, approved by the Board of Recreation and Park Commissioners (BOARD) on August 11, 2004 (Report No. 04-231) and City Council on July 12, 2005 (Council File (CF) No. 05-0916), authorizing the occupancy and use of PREMISES by ONE for an initial term of ten (10) years, with an option to renew for a subsequent period of ten (10) years; and,

WHEREAS, CITY and ONE entered into Amendment No. 1 to Lease Agreement No. C-109009 executed on September 7, 2011, and Amendment No. 2 to Lease Agreement No. C-109009 executed on January 14, 2015, extending the term of the LEASE to 2035; and,

WHEREAS, ONE desires to participate in the Los Angeles Department of Water and Power (LADWP) Feed-in Tariff Solar Energy Reoffer Program (FIT PROGRAM) by partnering with PCS Energy through a sub-lease agreement with PCS Energy to install, operate and maintain solar carport structures within the parking lot of the PREMISES; and,

WHEREAS, the FIT PROGRAM requires a twenty (20) year commitment on the part of the participant, and ONE, with the remaining term of the LEASE, would not be able to show that it has the necessary site control to participate in the FIT PROGRAM; and,

WHEREAS, CITY and ONE desire to further amend the term of the LEASE to October 24, 2040.

NOW THEREFORE, in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, CITY and ONE hereby agree that Article 4.1 (Term) of the LEASE shall be amended in its entirety and restated as follows in the quotation marks below:

“Article 4.1. Term.

The Term of this LEASE shall commence on the Lease Commencement Date provided in Section 4.2 and terminate on October 24, 2040 (“**Term**”), unless terminated earlier in accordance with the provisions of this Lease.”

With the exception of previous amendments to the Lease, the balance of the terms and conditions of the LEASE shall remain unchanged and unaffected by this Amendment No. 3 to Lease Agreement No. C-109009. Should any provision of the LEASE or Amendment No. 1 or Amendment No. 2 conflict with this Amendment No. 3, the terms and conditions of this Amendment No. 3 shall prevail.

The CITY and ONE each acknowledge that the LEASE is subject to the terms and conditions of Lease No. DACW09-67-11 between the CITY and USACE.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Lease Agreement No. C-109009 to be executed by their duly authorized representatives.

Executed this 7<sup>th</sup> day  
of November, 2018

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

By *[Signature]*  
PRESIDENT

By *[Signature]*  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018

ONEgeneration, a California Non-profit Corporation

By *[Signature]*  
PRESIDENT

By *[Signature]*  
SECRETARY  
*CFO*

Approved as to Form:

MICHAEL N. FEUER, City Attorney

By *[Signature]*  
DEPUTY CITY ATTORNEY

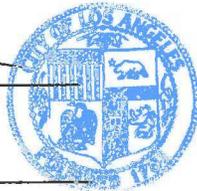
Date: 11/15/18

Attest:

HOLLY L. WOLCOTT, City Clerk

By *[Signature]*  
DEPUTY CITY CLERK

Date: 11-26-18



Council File Number: 14-1756 Date of Approval: 10/03/18

Said Agreement is Number C-109009 of City Contracts